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.

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PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – June 6, 2019 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Barry.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Presentation - Check for $28,144.53, presented by David Bryant, Treasurer of the Friends of the West Florida Public Library, to Todd Humble, Library Services Director.

7. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Denee Rudd, an Administrative Supervisor in the Waste Services Department, on her selection as the "Employee of the Month" for June 2019;

B. Adopt the Proclamation commending and congratulating Mike Crittenden, Escambia County Mass Transit Department Director, on his retirement, and expressing the Board's appreciation to Mike, retiring as a dedicated County employee committed to excellence; and

C. Ratify the Proclamation dated May 17, 2019, commending and congratulating Sharon D. Jones and the Phenomenal Women Debutante Program on their 20th year celebration.

8. Retirement Proclamations.

Recommendation: That the Board adopt the following Retirement Proclamations:

A. The Proclamation commending and congratulating Floyd D. Armstrong, Criminal Justice Specialist II, Corrections Department, Community Corrections Division on 14 years of dedicated service;

B. The Proclamation commending and congratulating Billy J. Brazwell, Corrections Officer, Corrections Department, Jail Division on 8 years of dedicated service; and

C. The Proclamation commending and congratulating Betty A. Rivers, Corrections Officer, Corrections Department, Detention Division on 21 years of dedicated service.

9. Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, John Danley, Electrical Maintenance Shop Supervisor, for his dedication in 35 years of service to Escambia County.

10. Written Communication

May 3, 2019, communication from Jessica Ruffin requesting Lien relief for property located at 7410 Floyd Drive.

Recommendation: That the Board review and consider the Lien relief request made by Jessica Ruffin, owner of the property, against 7410 Floyd Drive.

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

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

Owner, Jessica Ruffin, is asking the Board to approve a partial release for 7410 Floyd Drive from all Special Magistrate Liens at no cost to her and leave all the liens attached to the prior owner/violator.

11. 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.

12. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 110

I. Consent Agenda

1. Recommendation Concerning Acceptance of the April 30, 2019 Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended April 30, 2019, as required by Ordinance Number 95-13; on April 30, 2019, the portfolio market value was $354,562,779 and portfolio earnings totaled $629,592 for the month; the short term portfolio yield 2.15%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.48%; the long-term CORE portfolio achieved a yield of 2.41%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.29%.

2. RecommendationConcerning Acceptance of TDT Collection Data for the March 2019 Returns Received in April 2019

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2019 returns received in the month of April 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the seventh month of collections for the Fiscal Year 2019; total collections for the month of March 2019 returns was $1,074,487.21; this is an 8.88% increase over the March 2018 returns; total collections year to date are 10.41% more than the comparable timeframe in Fiscal Year 2018.

3. Recommendation Concerning a Document Provided for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, the Fiscal Year 2018 Northwest Florida Water Management District Financial Statements, as provided to the Clerk to the Board's Office by Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting, Northwest Florida Water Management District.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held May 9, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held May 16, 2019; and

C. Approve the Minutes of the Regular Board Meeting held May 16, 2019.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on May 7, 2019

That the Board take the following action concerning the rezoning cases heard by the Planning Board on May 7, 2019:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2019-06 and Z-2019-07 or remand the case(s) back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2019-06**
Address:	23 Arthur Lane
Property Reference No.:	36-1S-30-9002-011-028
Property Size:	1.01(+/-) acres
From:	HDMU, High Density Mixed use (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre) ****Applicant requested to go to Commercial (Com) zoning****
FLU Category:	MU-U, Mixed Use Urban
Commissioner District:	5
Requested by:	June Baird Guerra, Owner
Planning Board Recommendation:	Approval of Commercial (Com)
Speakers:	June Baird Guerra
2. Case No.:	**Z-2019-07**
Address:	2400 Gulf Beach Hwy
Property Reference:	35-2S-31-1000-018-071
Property Size:	.79(+/-) acres
From:	HDMU, High Density Mixed use (25 du/acre)

To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	MU-U, Mixed Use Urban
Commissioner District:	2
Requested by:	Wiley C. "Buddy" Page, Agent for Linda Raney Trust
Planning Board Recommendation:	Denial
Speakers:	Buddy Page

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

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on May 7, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

II. Action Item

1. Recommendation Concerning the Issuance of a 14-day Consecutive Temporary Concrete Permit for the Crushing and/or Pulverizing of Excess Concrete Located and Generated at an Existing Concrete Batch Plant Known as American Concrete Supply, Inc.

   That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a 14-day temporary concrete crushing permit for American Concrete Supply, Inc., for the next 45 days to allow for the crushing and/or pulverizing of its own aggregate material on site.

2. Recommendation Concerning the Issuance of a 14-day Consecutive Temporary Concrete Permit for the Crushing and/or Pulverizing of Excess Concrete Located and Generated at an Existing Concrete Batch Plant Known as Ready Mix USA, LLC

   That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a 14-day temporary concrete crushing permit for Ready Mix USA, LLC, for the next 45 days to allow for the crushing and/or pulverizing of its own aggregate material on site.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

June 20, 2019
9:15 a.m. - A Public Hearing -Bellview Site Contractors, Inc. Permit Renewal

Summary: Recycling facility Permit Renewal for Bellview Site Contractors, Inc. Concrete & Asphalt Recycling Facility

July 18, 2019
9:15 a.m. - A Public hearing - Small Scale Map Amendment 2019-01 - 40 E Hope St.

Summary: A small-scale amendment to the future land use (FLU) map to change the FLU category of a 3.09 (+/-) acre parcel from Industrial (I) to Mixed Use Urban (MU-U).

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Limited Noise Waiver of the Escambia County Noise Abatement Ordinance for Louie's Tavern Bream Tournament - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the Louie's Tavern Bream Tournament, to include a live band, being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, June 8, 2019, from 4:00 p.m., to 11:59 p.m.

2. Recommendation Concerning the Limited Noise Waiver of the Escambia County Noise Abatement Ordinance for the Five Flags Speedway Fireworks Display - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the Fireworks Display presented by Five Flags Speedway, located at 7451 Pine Forest Road, Pensacola, Florida, 32526, on June 21, 2019, from 8:00 p.m., to 9:00 p.m.

3. Recommendation Concerning the Limited Noise Waiver of the Escambia County Noise Abatement Ordinance for the Nature Trail Homeowners Association Fireworks Display - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the Nature Trail Homeowners Association (HOA) Fireworks Display being held at 8775 Foxtail Loop, Pensacola, Florida, on Saturday, June 29, 2019, from 8:45 p.m., to 9:00 p.m.

4. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 4th of July Fireworks Displays presented by Pensacola Beach Chamber of Commerce - Tim Tolbert, Building Official/Department Director

   That the Board approve the following individual "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the Pensacola Beach Chamber of Commerce 4th of July Fireworks Display to be launched from a barge off Quietwater Beach on July 4, 2019, from 8:30 p.m., to 9:00 p.m.

5. Recommendation Concerning the 2019 National Association of Counties Annual Conference Voting Credentials Form - Matt Coughlin, Interim County Administrator

   That the Board take the following action concerning the 2019 National Association of Counties (NACo) Annual Conference, July 12-16, 2019, in Clark County, Nevada:

   A. Designate Commissioner Lumon J. May, as Escambia County's delegate, and Commissioner Robert Bender, as Escambia County's Alternate delegate; and

   B. Authorize the Chairman to sign the 2019 NACo Voting Credentials Form and return it to Lauren Wilson, Credentials Committee, National Association of Counties, by June 28, 2019.

6. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, May 2, 2019 - Tonya Green, Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the May 2, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

7. Recommendation Concerning Appointment to the CareerSource Escarosa Board of Directors - Tonya Green, Neighborhood & Human Services Director

That the Board confirm the appointment of Michael Listau, Department Head, Applied Technology & Professional Services, Pensacola State College, to the CareerSource Escarosa Board of Directors, as Education and Training representative replacing Dr. Erin Spicer, Pensacola State College, who has resigned.

In accordance with the CareerSource Escarosa By-Laws, there is a "no expiration" term for non-private sector representatives to the Board of Directors. The date of the appointment shall begin immediately upon approval by the Board.

8. Recommendation Concerning Request for Disposition of Property for the Neighborhood Enterprise Division - Tonya Green, Neighborhood & Human Services Department

That the Board approve the Request for Disposition of Property Form for the Neighborhood Enterprise Division for equipment described on the Disposition Form to be auctioned as surplus or disposed of properly.

9. Recommendation Concerning the Request for Disposition of Property for the Corrections Department - William R. Powell, Director of Corrections

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

10. Recommendation Concerning a Right of Entry License Agreement with the University of West Florida for Environmental Monitoring of University of West Florida Property on Pensacola Beach - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Right of Entry License Agreement with the University of West Florida (UWF), allowing for the temporary right to enter onto UWF property for the purpose of monitoring sea turtle activity and nesting along the Gulf of Mexico, to be effective once executed by both parties.

[Funding Source: N/A - sea turtle monitoring on the UWF property will be conducted utilizing existing staff and volunteers]

11. Recommendation Concerning the Scheduling and Advertising of Two Public Hearings to Designate Atwood, Ensley, Oakfield and Cantonment Community Redevelopment Areas as Brownfield Areas - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning two Public Hearings to receive public input on the designation of Community Redevelopment Areas (CRAs) in Atwood, Ensley, Oakfield, and Cantonment as Brownfield Areas for the purposes of economic development and environmental rehabilitation:

A. Approve the scheduling and advertising of the first of two Public Hearings on June 20, 2019, at 9:01 a.m.; and

B. Approve the scheduling and advertising of the second of two Public Hearings on July 18, 2019, at 9:01 a.m.

12. Recommendation Concerning the Memorandum of Understanding Between the Friends of West Florida Public Library, Inc., and Escambia County - Todd Humble, Library Services Director

That the Board take the following action concerning the Memorandum of Understanding (MOU) between the Friends of West Florida Public Library and Escambia County:

A. Approve the Memorandum of Understanding to establish the terms and conditions under which the relationship between West Florida Public Library and the Friends of the West Florida Public Library is memorialized; and

B. Authorize the Chairman to sign the MOU.

13. Recommendation Concerning a Letter of Support for the Revised Aquaculture Submerged Land Lease in Escambia Bay - Commissioner Robert Bender, District 4

That the Board authorize the Chairman to sign and send the provided letters of support for the revised Application submitted by Mr. Tyler Massey, Gulf Coast Oyster Farm, LLC, for an Aquaculture Submerged Land lease located approximately five acres north of Donnie McMahon, Pensacola Bay Oyster Company's lease in Escambia Bay to the Honorable Nicole Fried, Commissioner of Agriculture and Consumer Services, State of Florida, and Portia Sapp, Director, Division of Aquaculture, Department of Agriculture, Department of Agriculture and Consumer Services, State of Florida.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning FWC Agreement No. 15153-A2 (Amendment No. 2) with the Florida Fish and Wildlife Conservation Commission for the Escambia County NRDA Artificial Reef Construction Project 2015-2016 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve and authorize the Chairman to sign the FWC Agreement No. 15153-A2 (Amendment No. 2) with the Florida Fish and Wildlife Commission, relating to the Escambia County NRDA (Natural Resources Damages Assessment) Artificial Reef Construction Project 2015-2016, which will increase the available funds for this project from $2,701,795.15 to $2,883,285.48; increase the cumulative maximum allowable module footprint from 57,719 square feet to 59,729 square feet; and extend the expiration date to December 31, 2020.

   [Funding Source: Fund 118, Gulf Coast Restoration Fund, Cost Center 222004. This Amendment No. 2 increases Fund 118 Budget by $181,490.33. No County matching funds are required under this Agreement.]

2. Recommendation Concerning FWC Agreement No. 15104-A3 (Amendment No. 3) with the Florida Fish and Wildlife Conservation Commission for the Ex-Oriskany PCB Artificial Reef Monitoring Project - J. Taylor “Chips” Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve and authorize the Chairman to sign FWC Agreement No. 15104-A3 (Amendment No. 3) with the Florida Fish and Wildlife Conservation Commission (FWC), relating to the Ex-Oriskany PCB Artificial Reef Monitoring Project, which will extend the Agreement expiration date from December 31, 2019, to December 31, 2020; increase the number of individual reef fish PCB samples analyzed from 141 to 143 fish; and increase the maximum compensation from $105,750 to $107,250.

   [Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring. No matching funds are required]

3. Recommendation Concerning the Juvenile Justice Detention Center Lease at 1800 St. Mary Avenue - Robert E. Dye, Interim Director, Facilities Management

That the Board approve and authorize the Chairman to sign the State of Florida, Agreement for Modification, Modification Number 2, Bureau of Leasing, Department of Management Services Form 4040, for the extension of the Lease with the Department of Juvenile Justice, for the lease of 30,355 square feet, located at the Theodore Bruno Juvenile Justice Center, 1800 St. Mary Avenue, Pensacola, Florida, from July 1, 2020, to June 30, 2023.

[Funding: Rent from this Lease will be deposited into the General Fund (001). Rent for the first year will be $353,805.85]

4. Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - Robert E. Dye, Facilities Management Interim Department Director

That the Board take the following action concerning the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service:

A. Approve the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service for: 2935 North "L" Street, 1700 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 13-18); and

B. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

5. Recommendation Concerning Utilization of the Third of Three Possible One-Year Extensions Provided for in the Agreement for Commissary Services for the Escambia County Road Prison, PD13-14.044 - William R. Powell, Director of Corrections

That the Board approve the utilization of the third of three possible one-year extensions provided for under Section 2 of PD13-14.044, Agreement for Commissary Services for the Escambia County Road Prison, between Escambia County, Florida, and Kimble's Food by Design, Inc.

[Funding: This is a revenue generating Agreement benefiting the Road Prison's Commissary Trust revenue account; Fund 175, Account 342301]

6. Recommendation Concerning a Bureau of Justice Grant Application for Correctional Officer Bulletproof Vest Funding - William R. Powell, Director of Corrections

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

A. Approve the Bureau of Justice Assistance Grant Application for Correctional Officer Bulletproof Vest funding requesting $23,480. This grant program requires a 50% match ($11,740) that will be paid from existing department funds, that will be utilized to purchase 40 bulletproof vests for the Escambia County Road Prison Road Crew Officers providing potentially lifesaving vests to correctional officers. These officers are utilized to provide required oversight to inmate work crews disbursed throughout the County; and

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

[Match Funding: Fund 001, General Revenue, Cost Center 290401]

7. Recommendation Concerning Approval of the Application for Funding Assistance Through the Florida Department of Law Enforcement to Support a Residential Substance Abuse Treatment Program for Escambia County Corrections in the Amount of $100,000 - William R. Powell, Director of Corrections

That the Board take the following action concerning the Application for support of a residential substance abuse treatment program for Escambia County Corrections, in the amount of $100,000:

A. Approve the Application for Funding Assistance regarding the Florida Department of Law Enforcement Residential Substance Abuse Treatment Grant, requesting $100,000. This Grant requires a 25% match ($25,000) that will be paid from existing department funds. This Grant will be utilized to support the implementation of a residential substance abuse treatment program within Escambia County Corrections; and

B. Authorize the Chairman to sign the Application for Funding Assistance to include the Lobbying, Debarment and Drug Free Workplace Certification related to the Residential Substance Abuse Treatment Grant Program.

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

8. Recommendation Concerning Benefit Administration System - Paulette Stallworth, Interim Human Resources Director

That the Board take the following action concerning a new Benefit Administration System:

A. Approve awarding the PlanSource Statement of Services and Software as a Service (SaaS) Agreement to PlanSource for providing Web Based Benefit Services to include a one-time implementation cost of $15,000 (120 days for implementation) and a guarantee rate per the Agreement starting when the system goes live for 36 months;

B. Authorize a Purchase Order in the amount of $250,000, for the implementation cost and monthly charges to September 30, 2020;

C. Authorize USI to contact WageWorks and ACAWise to terminate our present contracts early, on or before August 31, 2019, to end coverage as of midnight September 30, 2019; and

D. Authorize the County Administrator to sign the PlanSource Statement of Services and the Software as a Service Agreement.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150108, Object Code 53101 and 54501]

9. Recommendation Concerning Amendment #1 to Agreement for State Housing Initiatives Partnership Housing Counseling Services - Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #1 to Agreement for State Housing Initiatives Partnership (SHIP) Housing Counseling Services:

A. Approve Amendment #1 to Agreement for SHIP Program Housing Counseling Services with Community Enterprise Investments, Inc. (CEII), to extend the program activities through August 31, 2019; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related forms as required to implement the Agreement.

[Funds: Fund 120, 2017 SHIP, Cost Center 370204]

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

That the Board ratify the following June 6, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Bert Thomas Black and Helen S. Black, owners of residential property located at 6226 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

2. The Agreements between Escambia County CRA and Joseph D. Cooper and Maria C. Cooper, owners of residential property located at 6208 Confederate Drive, Oakfield Redevelopment District, each in the amount of $5,495, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

3. The Agreements between Escambia County CRA and Leon V. Dulion, III, and Nell B. Dulion, owners of residential property located at 427 Sharpsburg Loop, Oakfield Redevelopment District, each in the amount of $3,816, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement windows and storm shutter installation;

4. The Agreements between Escambia County CRA and Winston E. Evans, owner of residential property located at 3 Audusson Avenue, Oakfield Redevelopment District, each in the amount of $3,048, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

5. The Agreements between Escambia County CRA and Gary S. Holloway, owner of residential property located at 6612 Flagler Drive, Oakfield Redevelopment District, each in the amount of $2,950, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof; and

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

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

That the Board ratify the following June 6, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 10 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	**Address**	**Amount**
Mary K. Hall and Dustin M. Reeves	2117 and 2119 Eliasberg Avenue	$2,975
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	$6,000
Noel L. Munoz	111 Kalash Road	$2,615
Richard B. Page	307 South First Street	$3,588
Milton C. Patejdl	508 South First Street	$2,100
S & J Properties of Pensacola, LLC	24 Kincaid Street	$1,775
Timothy S. Smith, Jr.	310 Sunset Avenue	$4,400
Terri Stine	12 Nimitz Court	$5,000
Gregg E. Torres	503 Mandalay Drive	$6,000
Robert F. and Carolyn A. Wilson	428 South First Street	$3,370

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

12. Recommendation Concerning Supplemental Budget Amendment #166 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #166, Other Grants and Projects Fund (110), in the amount of $1,087, to recognize interest and unrecognized gains from the 2016 Department of Justice Edward Byrne Memorial Justice Assistance Grant for the Escambia County Sheriff's Department, to support bike patrol activities. These funds will cover the payment of the final invoice from the Sheriff and close out the Grant.

13. Recommendation Concerning Contract Renewal for Grounds Keeping for the West Florida Libraries Maintenance Agreement - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the first of two possible one-year renewal periods provided for under Section 2 of the Agreement between Escambia County, Florida, and Gulf Coast Environmental Contractors, Inc., for PD 15-16.018, Grounds Keeping for West Florida Libraries Maintenance Agreement, in the amount of $11,490.

[Funding: Fund 113, Library Fund; Cost Center 110502, Maintenance; Object Code 53401, Other Contractual Services]

14. Recommendation Concerning the Purchase of One 20-Person Inmate Transport Vehicle for the Corrections Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County to utilize the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program contract BT01-19, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval, and Award a Purchase Order, for the purchase of a 2019 Starcraft Allstar 26' with Inmate Transport Package, per the terms and conditions of PD 18-19.040, 20-Person Inmate Transport Vehicle.

B. Authorize the Interim County Administrator to execute a Purchase Order to Creative Bus Sales, Inc., in the amount of $81,244.15.

[Funding: Fund 352, LOST III; Object Code 290407, Detention Capital Project; Object Code 56401, Machinery & Equipment; Project Code 14SH2738]

15. Recommendation Concerning the Funding Allocation to Support Gallery Night Special Sponsorship Opportunity - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $500 from Commissioner Lumon May's discretionary fund to sponsor Gallery Night Pensacola and Alabama State University Honeybeez Dance Troupe.

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

16. Recommendation Concerning the Funding Allocation to Support City Streets to Student Athletes - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $500 from Commissioner Lumon May's discretionary fund to sponsor City Streets to Student Athletes travel to Florida State University to participate in their annual High School All-Position Camp, from June 14 -16, 2019.

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

17. Recommendation Concerning the Funding Allocation to Support Light Up Learning - Early Learning Studer Community Institute - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $2,500 from Commissioner Lumon May's discretionary fund to support Light Up Learning - Early Learning Studer Community Institute.

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

18. Recommendation Concerning the Funding Allocation to Support the Pensacola Branch National Association for the Advancement of Colored People 29th Annual Freedom Fund Banquet - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $300 from Commissioner Lumon May's discretionary fund to sponsor the Pensacola Branch National Association for the Advancement of Colored People's (NAACP) 29th Annual Freedom Fund Banquet, on July 12, 2019.

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

19. Recommendation Concerning the Annual Renewal of Contract PD 14-15.030 (Bob Sikes Bridge Toll System Upgrade) - Joy Jones, P.E., Engineering Department Director

That the Board approve the annual allocation, in the amount of $183,499.46, plus an additional 10% ($18,349.95) for equipment repairs, for the Time and Materials Maintenance Contract Agreement, PD 14-15.030, for the Bob Sikes Bridge Toll System Upgrade Project, through July 7, 2020, to Transcore, LP.

[Funding: Funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401]

20. Recommendation Concerning Contract Award for Installation, Refurbish, and Removal of Pavement Markings and Associated Items - Joy Jones, P.E., Engineering Department Director

That the Board amend its action of February 7, 2019, Section II, Item #18, approving and authorizing the Interim County Administrator to sign the Agreements Relating to Pavement Markings between Escambia County and Gulf Coast Traffic Engineers, Inc., and Ozark Striping Company, Inc., per the terms and conditions of PD 18-19.007, Installation, Refurbish, and Removal of Pavement Markings and Associated Items, with a total Fiscal Year 2018-2019 expenditure of $300,000, to increase the Fiscal Year 2018-2019 expenditure to $650,000, and add cost centers to the Recommendation.

[Funding: Fund 175, Transportation Trust Fund; Cost Center 211201, Traffic Operations, Object Code 54601, Repair and Maintenance, $500,000; Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56301, Various Project Numbers $50,000; Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Various Project Numbers $50,000; Fund 167 Bob Sikes Bridge Fund, Cost Center 140302, Object Code 54601, $50,000]

21. Recommendation Concerning Issuance of a Change Order on Contract PD 16-17.083, to Ingram Signalization, Inc., for Signal Response Maintenance - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order to Ingram Signalization, Inc., on Contract PD 16-17.083, for the Signal Response Maintenance Contract:

Department:	Engineering
Division:	Transportation and Traffic
Type:	Addition
Amount:	$75,000
Vendor:	Ingram Signalization, Inc.
Project Name:	Signal Response Maintenance
Contract:	PD 16-17.083
PO#:	190846
CO#:	1
Original Contract Award:	$175,000
Cumulative Amount of Change Orders Through this CO:	$75,000
New Contract Amount:	$250,000

This project is located in Commission Districts 1-5.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601]

22. Recommendation Concerning Issuance of a Change Order on Contract PD 17-18.048, to B&W Utilities, Inc., for the East Carver Park Drainage Improvement Project - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order to B&W Utilities, Inc., on Contract PD 17-18.048, for the East Carver Park Drainage Improvement Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$50,547.20
Vendor:	B&W Utilities, Inc.
Project Name:	East Carver Park Drainage Improvement Project
Contract:	PD 17-18.048
PO#:	181426
CO#:	4
Original Contract Award:	$1,291,129.48
Cumulative Amount of Change Orders Through this CO:	$202,471.40
New Contract Amount:	$1,493,600.88

This project is located in Commission District 5.

[Funding Source: Fund 352, Local Options Sales Tax III, Transportation and Drainage, Cost Center 210107, Object Code 56301, Project Number 14EN2605 and 13EN2395]

23. Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000, for the Public Works Department - Joy Jones, P.E., Engineering Department Director

That the Board, for Fiscal Year 2018/2019, approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Public Works Department, and amend its action of December 6, 2018, on Item II-39 Item #G, to add vendors and cost centers that were inadvertently omitted from the original Recommendation:

	Vendor/Contractor	**Amount**	**Contract Number**
G	General Drainage and Paving Agreement - Paving and Drainage Projects $1,000,000 for each vendor Allsouth Construction Services, LLC Vendor Number 420550 Chavers Construction Vendor Number 032335 Gulf Atlantic Constructors Vendor Number 843895 J Miller Construction Vendor Number 133404 Midsouth Paving, Inc. Vendor Number 133305 Infrastructure Specialty Services Vendor Number 420809 Panhandle Grading and Paving Vendor Number 160114 Roads, Inc. of NWF Vendor Number 182328 Utility Services Co., Inc. Vendor Number 211593 B&W Utilities, Inc. Vendor Number 420661 Site and Utility, LLC Vendor Number 420683 Gulf Marine Construction, Inc. Vendor Number 072896 Heaton Brothers Construction Company, Inc. Vendor Number 081314 Principle Properties. Inc. Vendor Number 420785	$1,000,000 per vendor annually	PD 16-17.081

	Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 181 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Centers 210107/350229/210123 Fund 353 (LOST IV) Cost Centers 210106/350221 Fund 151 (CRA) Cost Center 370113 (Brownsville)		

[Funding source: Funding is budgeted in the various accounts and cost centers listed]

24. Recommendation Concerning the Order Form, Terms and Conditions and Amendment to Terms and Agreement with Zoll Data Systems, Inc. - John Dosh, Interim Public Safety Director

That the Board take the following action regarding the reinstatement of "Rescue Net ePCR" software components and annual maintenance with Zoll Data Systems, Inc., for Escambia County EMS:

A. Approve and authorize the Chairman to execute the Order Form with Zoll Data Systems Inc., to reinstate the "Rescue Net" ePCR software system for Escambia County EMS Operations for the term of one year, in the total amount of $64,426, to include a one-time fee of $39,726 (reinstatement fee of $25,000 and training and travel expenses of $14,726) to be paid immediately and maintenance fees totaling $24,700, to be paid monthly, starting August 1, 2019, in the amount of $2,058.33; and

B. Approve the Zoll Terms and Conditions and corresponding Amendment to the Terms and Conditions and authorize the Chairman to execute the Amendment.

[Funding: Fund 408, Emergency Medical Service Fund, Cost Center 330302, EMS, Object Code 54601, Repair & Maintenance, $31,175 ; and

Fund 408, Emergency Medical Service Fund, Cost Center 330302, EMS, Object Code 53401, Other Contractual Services, $14,726]

25. Recommendation Concerning the Purchase of Two 2019 Chevy Silverado 5500 HD WT (CK56403/GZX) for the Waste Services Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the County to utilize the Sourcewell (formerly NJPA) Purchasing Contract 2019-120716-NAF, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval, for the purchase of two 2019 Chevy Silverado 5500 HD WT (CK56403/GZX); and

B. Authorize the Interim County Administrator to sign the Purchase Order to Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac, for two 2019 Chevy Silverado 5500 HD WT (CK56403/GZX), per the terms and conditions of solicitation VE 18-19.021, in the amount of $120,476 (each vehicle priced at $60,238).

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

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment]

26. Recommendation Concerning Contract Award for Re-Solicitation Livestock Collection and Boarding Services Contract - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the following:

A. Livestock Collection and Boarding Agreement between Escambia County and Josh Weekley, per the terms and conditions of PD 18-19.035, Re-Solicitation Livestock Collection and Boarding Services Contract for an estimated annual amount of $30,000; and

B. Livestock Collection Truck and Trailer Agreement between Escambia County and Josh Weekley, per the terms and conditions of PD 18-19.035, Re-Solicitation Livestock Collection and Boarding Services Contract, for the lease of a 2012 Chevrolet 3500 Truck, VIN 1GC4KZCG5CF231471, for a fee of $1.00 per year.

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

27. Recommendation Concerning Approval for Price Increase Related to PD 16-17.074, Re-Bid Refuse and Recycling Services for Escambia County Facilities - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding price increases relating to PD 16-17.074, Re-Bid Refuse and Recycling Services for Escambia County Facilities:

A. Approve and authorize the first request for an operational price increase of 2.5%, to cover increases in cost to Republic Services. This is the first request for a price increase. The price increase request and operational cost increases have been reviewed and approved by Robert Dye, Interim Facilities Manager; and

B. Authorize the increase in the Recycling Tipping Fee charged by Emerald Coast Utilities Authority (ECUA), from $15/ton to $25/ton, effective May 1, 2019.

28. Recommendation Concerning Contract Award for Financial Auditing Services - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement between Escambia County, Florida, and Warren Averett, LLC, per the terms and condition of PD 18-19.004, Financial Auditing Services, as follows:

1. Year 1, in the amount of $220,000;
2. Year 2, in the amount of $222,200;
3. Year 3, in the amount of $224,422;
4. Year 4, in the amount of $226,666; and
5. Year 5, in the amount of $228,933.

Grand Total Price for Audit Services for 5 years - $1,122,221.

[Funding: Fund 001, General Fund, Cost Center 140201, Object Code 53101]

III. For Discussion

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

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

   A. Florida Sheriff's Youth Ranch, in the amount of $2,500;

   B. J.M. Tate High School FFA Foundation, Inc., in the amount of $7,500; and

   C. Tate High School Color Guard, in the amount of $1,000.

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

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

2. Recommendation Concerning Amending the Building Services Department Schedule of Fees to Support the Implementation of a Three-Tiered Job Classification System that Promotes Multi-Certification for Inspectors - Tim Tolbert, Building Official/Department Director

   That the Board take the following action:

   A. Adopt a Resolution amending the Escambia County Building Services Department (BSD) Schedule of Fees, as provided; and

   B. Approve the implementation of a three-tiered job classification system for Building Code Inspectors that promotes multi-certification.

3. Recommendation Concerning the Acquisition of Real Property Located at 123 Diego Circle for the Erress Boulevard and Diego Circle Blight Reduction Project - Tonya Green, Neighborhood & Human Services Department Director

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

A. Authorize the purchase of real property located at 123 Diego Circle, from 5T Wealth Partners, LP, a California limited partnership, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $9,500 (County's appraised value is $8,000);

B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 123 Diego Circle (.0384 acres); and

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

This parcel is located in District 3.

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

4. Recommendation Concerning the Bill Dispute with Frontier Communications - John Dosh, Interim Public Safety Director

That the Board choose one of the following options concerning a bill dispute with Frontier Communications relating to charges associated with the Walnut Hill Fire Department, accruing from 3/20/15 to the present, in the total amount of $14,583.45, as of the 3/20/19 Statement:

A. Accept the offer of a 90-day credit at the current monthly invoice amount (approximately $645) and authorize payment of the remaining account balance; or

B. Authorize the County Attorney's Office to engage in settlement negotiations to resolve the dispute and, if necessary, pursue all available legal remedies.

[Funding: Fund 143, Fire Services, Cost Center 330302, Fire Department Paid, Object Code 54101, Communications]

5. Recommendation Concerning EMS Billing Assistance - John Dosh, Interim Public Safety Director

That the Board choose one of the following options concerning EMS billing assistance:

A. Approve and authorize the Interim County Administrator to sign the Agreement between Escambia County, Florida, and Fire Recovery EMS, per the terms and conditions of PD 18-19.055, EMS Billing Assistance, at a rate of $22.50 per processed claim, with an estimated contract amount of $180,000 - $200,000 for the processing of all outstanding claims within the next 100 days, with no additional training required; or

B. Approve and authorize the issuance of a Purchase Order to Blue Arbor in the amount of $100,000, for the temporary employment of additional Medical Records Technicians to assist the EMS Billing Department with the processing of all outstanding claims. These temporary employees will require additional training, which could delay the completion of the billing process for outstanding claims beyond the end of this Fiscal Year.

[Funding: Fund 408, Emergency Medical Service Fund, Cost Center 330603, Object Code 53401]

6. Recommendation Concerning the Discussion of a Memorandum of Agreement Relating to the Development, Operation, and Maintenance of a Regional Advanced Traffic Management System and Regional Transportation Management Center - Joy Jones, P.E., Engineering Department Director

That the Board discuss approving and authorizing the Chairman to sign the Memorandum of Agreement for the Unified Development, Operation, and Maintenance and Stakeholder Allocation of a Regional Advanced Traffic Management System (ATMS) and a Regional Transportation Management Center (TMC).

[Funding Source: If the Board of County Commissioners (BCC) is willing to entertain the MOA, they will also need to determine a funding source for Escambia County's proportionate share, estimated to be $491,506.85 annually]

7. Recommendation Concerning the Acquisition of Real Property Through the Defense Infrastructure Grant - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the acquisition of three parcels of real property through the Defense Infrastructure Grant (DIG):

A. Authorize the purchase of the following three parcels of real property;

Property Owner	**Parcel Reference Number**	**Area**	**Purchase Price**
American Fidelity Life Insurance Company	50-2S-30-5030-005-001	approx. 0.40 acre	$199,500 (appraised value)
American Fidelity Life Insurance Company	50-2S-30-5030-003-001	approx. 0.32 acre	$199,500 (appraised value)
TWA Corp., a Delaware Corporation	50-2S-30-5030-007-001	approx. 0.47 acre	$210,000 (appraised value)

B. Approve the Contract for Sale and Purchase between American Fidelity Life Insurance Company and Escambia County for real property (approximately 0.40 acre) located at 615 South Navy Boulevard;

C. Approve the Contract for Sale and Purchase between American Fidelity Life Insurance Company and Escambia County for real property (approximately 0.32 acre) located at 617 South Navy Boulevard;

D. Accept, for information, the Public Disclosure of Interest Form provided by American Fidelity Life Insurance Company, the owner of the parcel located at 615 South Navy Boulevard;

E. Accept, for information, the Public Disclosure of Interest Form provided by American Fidelity Life Insurance Company, the owner of the parcel located at 617 South Navy Boulevard;

F. Approve the Contract for Sale and Purchase between TWA Corp., a Delaware Corporation, and Escambia County for real property (approximately 0.47 acre) located at 613 South Navy Boulevard;

G. Accept, for information, the Public Disclosure of Interest Form provided by TWA Corp., a Delaware Corporation, the owner of 613 South Navy Boulevard;

and

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

[Funding: Fund 110, Other Grants and Projects, Cost Center 221006, $200,000; Cost Center 221015, $100,000; and Cost Center 221020, $166,124. Fund 352, Local Options Sales Tax (LOST) III, Cost Center 220102, Project 19NE4188, $142,876]

These parcels are located in Commission District 2.

[CONTRACTS FOR SALE AND PURCHASE AND PUBLIC DISCLOSURE OF INTEREST FORMS TO BE DISTRIBUTED UNDER SEPARATE COVER]

8. Recommendation Concerning Nationwide 457 Agreement Amendment to the Guaranteed Minimum Interest Rate - Paulette Stallworth, Interim Human Resources Director

That the Board choose an option (A, B, C1, or C2) concerning the Nationwide 457 Agreement Amendment to the Guaranteed Minimum Interest Rate (GMIR), and authorize the Chairman to execute the appropriate form(s):

A. Option One (Crediting Rate): Guaranteed Minimum Interest Rate (GMIR) will follow schedule table below. Active employees exchange and transfer limit is 20%. Retirees remain with 100% liquidity. Crediting Rate is 3.5% for the remainder of 2019 and market based starting in 2020;

2018	2019	2020	2021	2022
3.5%	3.0%	2.5%	2.0%	1.0%

B. Option Two (Increased Participant Level Exchange and Transfer Limit): GMIR will follow the same sliding scale as Option One. Active employees exchange and transfer limit is 40%. Retirees remain with 100% liquidity. Crediting Rate is 3.4% for the remainder of 2019 and market based starting in 2020; or

C. Option Three (New Investment Option): Existing balances in the current Fixed Contract will remain at a 3.5% GMIR. All new contributions to the Fixed Contract will be established with a GMIR of 1.0% and a Crediting Rate of 1.2%. The Crediting rate is subject to change with the market beginning in 2020. New funds can also be placed in the existing Default Investment Alternative (DIA). Participants must elect a new option. Retirees maintain 100% liquidity. Two options are available. If Option 3 is chosen, a sub-option needs to be selected; and

1. Continue to offer Nationwide Fixed Contract. This Contract will be established with an initial Crediting Rate of 1.2% and a 1.0% GMIR; or

2. Utilize the plan's existing Default Investment Alternative (DIA). If the participant does not elect a new investment to replace the fixed option, it will be treated as if no investment direction has been given and the DIA will be used for future contributions.

If the County chooses Option 1 or Option 2, the Chairman would execute the Options Form (noting 1 or 2) and the Fixed Account Amendment to Group Flexible Purchase Payment Deferred Variable Annuity Contract.

If the County Chooses Option 3, the Chairman will execute the Options Form (noting C(1)) and the Application for Group Flexible Payment Deferred Fixed Annuity Contract; or Chairman will only execute Options Form (noting C(2)).

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Termination of Temporary Access and Construction Easement for the Warrington Linear Park Project.

That the Board take the following action:

A. Approve the Termination of Temporary Access and Construction Easement for the Warrington Linear Park Project recorded in Official Record Book 5912 at page 1208 of the public records of Escambia County, Florida;

B. Authorize the Chairman to execute the Termination of Temporary Access and Construction Easement; and

C. Authorize staff to record it in the public records at the County's expense.

2. Recommendation Concerning a Resolution Imposing and Collecting a User Fee for Cremation Authorization Services Rendered by the District One Medical Examiner.

That the Board take the following action regarding a Resolution imposing and collecting a user fee for cremation authorization services rendered by the District One Medical Examiner.

A. Adopt a Resolution imposing and collecting a user fee for cremation authorization services rendered by the District One Medical Examiner; and

B. Authorize the Chairman to sign the Resolution.

3. Recommendation Concerning Ratifying the Scheduling of an Attorney/Client Session held on June 6, 2019 in re: Andrea N. Minyard, M.D. v. Escambia County, et al., Case No. 2018 CA 000780

That the Board:

A. Ratify the scheduling of an attorney/client session with its attorneys to discuss a proposed settlement agreement; and

B. Approve the public notice printed below which was published in the *Pensacola News Journal* on Saturday, June 1, 2019.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the case of Andrea N. Minyard, M.D. v. Escambia County, Case No. 2018 CA 000780, Escambia County Circuit Court, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 3:30 p.m., on Thursday, June 6, 2019, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Lumon J. May, Douglas B. Underhill, Jeff Bergosh, Robert Bender, and Steven L. Barry, Interim County Administrator Matthew Coughlin, County Attorney Alison P. Rogers, Charles V. Peppler, Deputy County Attorney, attorneys representing Escambia County in the foregoing litigation. A certified court reporter will attend and report the attorney/client session.

II. For Information

1. Recommendation Concerning Statement of Claim filed in the County Court Case of Escambia County v. Matthew Lindsey, Case No. 2019 SC 001656.

   That the Board be made aware that the County entered into the attached Mediated Agreement with respect to Mr. Matthew Lindsey's unpaid corrections officer training expenses.

13. Items added to the agenda.

14. Announcements.

15. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16150 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 06/06/2019
Issue: Adoption/Ratification of Proclamations
From: MATTHEW COUGHLIN, Asst County Administrator
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Denee Rudd, an Administrative Supervisor in the Waste Services Department, on her selection as the "Employee of the Month" for June 2019;

B. Adopt the Proclamation commending and congratulating Mike Crittenden, Escambia County Mass Transit Department Director, on his retirement, and expressing the Board's appreciation to Mike, retiring as a dedicated County employee committed to excellence; and

C. Ratify the Proclamation dated May 17, 2019, commending and congratulating Sharon D. Jones and the Phenomenal Women Debutante Program on their 20th year celebration.

BACKGROUND:

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

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

Proclamations.

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Denee Rudd EOM June 2019
Mike Crittenden Retirement
Phenomenal Women Debutante Program

PROCLAMATION

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

***WHEREAS**, Denee Rudd, an Administrative Supervisor in the Waste Services Department, began her employment with the County on September 7, 1999, and is selected for "Employee of the Month" for June 2019, for the standards of excellence that she has displayed in the performance of her duties; and*

***WHEREAS**, Denee's responsibilities include overseeing accounts payables/receivables activity, serving as an office manager, and overseeing weigh station transactions for all the customers utilizing the landfill facility. She has demonstrated over and again, her ability to make certain that citizens', businesses, and employee's expectations are exceeded in the workplace. Denee has worked effectively to train staff and delegate authority to improve processes, gain efficiencies and provide on-time and accurate customer service. Her performance is one that places stewardship of the public trust first and foremost; and*

***WHEREAS**, to decrease transaction processing time and errors, Denee recently researched, coordinated between multiple parties, and obtained Board approval for a system to enhance debit/credit card processing. The new system improved customer service and decreased manual input of data; and*

***WHEREAS**, as a result of her diligent efforts, landfill customer's transactions are quick, easy and convenient. Denee has earned a reputation among commercial customers she serves as the "go to" person for information to assist in maintaining accurate transaction records. While establishing commercial accounts, she specifically takes the time to walk customers through the process and makes sure they understand all aspects of billing, invoicing, escrow requirements and transaction processing; and*

***WHEREAS**, Denee's learned knowledge of landfill operations has enabled her to productively address issues not related to her core duties. Her efforts in the background reflect a seamless connection across Divisions to meet and exceed customer expectations. Denee has demonstrated to be a very conscientious and dedicated employee. She has proven many times to set her personal agenda aside and attend to workplace issues. She voluntarily works afterhours, weekends, and holidays, if necessary, to ensure that Waste Services Department responsibilities are completed to best serve the residents and businesses utilizing landfill services.*

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

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

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

_____
Deputy Clerk

Adopted: June 6, 2019

PROCLAMATION

***WHEREAS**, Demetrus "Mike" Crittenden worked as an Escambia County Area Transit (ECAT) employee for a total period of four and one-half years, retiring as the Director of the Escambia County Mass Transit Department; and*

***WHEREAS**, Mike Crittenden began his career in public transportation over 37 years ago, after proudly serving in the United States Air Force in transportation and logistics; and*

***WHEREAS**, Mike has previously worked in the public and private sector in the public transit industry in numerous capacities, such as Southeast Regional Director of Operations, Albany Transit System General Manager (Albany, GA), and Assistant Executive Director of Lowcountry Regional Transportation Authority (Beaufort, SC). He has also held Senior Management positions with Birmingham Jefferson County Transit Authority (Birmingham, AL), Jacksonville Transportation Authority (Jacksonville, FL), The Center for Urban Transportation Research (Tampa, FL), and Jackson Public Transportation Corp. (Jackson, MS); and*

***WHEREAS**, Mike was hired as the General Manager of ECAT in November 2014. His work fostered relationships with community leaders, employees, and the local union. He helped facilitate the 2014 ECAT Comprehensive Operational Analysis during his tenure; and*

***WHEREAS**, Mike returned to ECAT as the Mass Transit Director in September 2017 prior to Escambia County bringing ECAT in-house as a County department; and*

***WHEREAS**, Mike is now set to retire after a long-decorated career; after becoming the first director under the Escambia County Transit Authority, which was established in April 2018; and*

***WHEREAS**, Mike Crittenden has provided commendable leadership to ECAT during his tenure, serving as an example to ECAT by gaining high respect from the employees he leads and the residents of our community, with unwavering dedication to the County and its citizens.*

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

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Mike Crittenden retiring as a dedicated County employee committed to excellence.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: June 6, 2019

PROCLAMATION

***WHEREAS**, in 1999, God gave Sharon D. Jones a mandate to train young women in the path of righteousness, according to Titus 4:3-5. Phenomenal Women Ministry rose to the occasion to love, nurture, and mentor the Phenomenal Women Debutantes to walk in their path of destiny; and*

***WHEREAS**, the mission of Phenomenal Women is to challenge the debutantes in their relationships with God and others. In addition to sex abstinence, instructional techniques are shared in the areas of Christianity, college preparation, dating, leadership, outreach, professionalism, self-discipline, self-esteem, social grace, and many other life skills; and*

***WHEREAS**, the goal of Phenomenal Women is to train each debutante to become a complete woman ready to be used by God. The desire is for each young lady to have the confidence to take her family, church, school, community, and city to heights unknown; and*

***WHEREAS**, the community is appreciative and grateful to Sharon D. Jones for founding and developing the Phenomenal Women Debutante Program for young women 20 years ago, and for her continued dedication to this unique program; and*

***WHEREAS**, on May 24, 2019, during the annual Phenomenal Women Debutante Cotillion, this year's debutantes, girls ages 15 - 19, will be presented before their families, friends, and God, as they make a commitment to abstain from all sexual conduct until their day of marriage; and*

***WHEREAS**, on the same evening, former debutantes (alumni) will come together for the first-ever Phenomenal Women Debutante reunion. Fellowship activities will continue over the weekend with both the current and former debutantes, as the alumni impart wisdom and encouragement into the younger debutantes.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Sharon D. Jones and the Phenomenal Women Debutante Program on their 20th year celebration.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

BOARD OF COUNTY COMMISSIONERS ★ SEAL ★ ESCAMBIA CO., FL

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: May 17, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16125 **Proclamations 8.**
BCC Regular Meeting
Meeting Date: 06/06/2019
Issue: Adoption of Retirement Proclamations
From: PAULETTE STALLWORTH
Organization: Human Resources
CAO Approval:

RECOMMENDATION:
Retirement Proclamations.

Recommendation: That the Board adopt the following Retirement Proclamations:

A. The Proclamation commending and congratulating Floyd D. Armstrong, Criminal Justice Specialist II, Corrections Department, Community Corrections Division on 14 years of dedicated service;

B. The Proclamation commending and congratulating Billy J. Brazwell, Corrections Officer, Corrections Department, Jail Division on 8 years of dedicated service; and

C. The Proclamation commending and congratulating Betty A. Rivers, Corrections Officer, Corrections Department, Detention Division on 21 years of dedicated service.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

retproc 060619

PROCLAMATION

***WHEREAS**, Floyd D. Armstrong worked as a County employee very faithfully for 14 years, retiring as a Criminal Justice Specialist II with the Corrections Department, Community Corrections Division.*

***WHEREAS**, Floyd D. Armstrong began his employment with Escambia County Corrections in September 2009 and was an invaluable member of the Community Corrections team and a true asset to the agency; and*

***WHEREAS**, Floyd D. Armstrong has worked to bring kindness and love to the lives of his family and co-workers and has always gone above and beyond his call of duty; and*

***WHEREAS**, Floyd D. Armstrong must be commended for his professional and personal dedication and service to the Corrections Department; and*

***WHEREAS**, Floyd D. Armstrong will be deeply missed by his friends and colleagues and his leadership skills were stellar.*

***NOW, THEEFORE BE IT PROCLAIMED** that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Floyd D. Armstrong on his retirement.*

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

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Lumon J. May, Chairman, District Three

Steven Barry, Vice-Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: June 6, 2019

PROCLAMATION

***WHEREAS**, Billy J. Brazwell worked as a County employee very faithfully for 8 years, retiring as a Corrections Officer with the Corrections Department, Jail Division.*

***WHEREAS**, Billy J. Brazwell began his employment with Escambia County on January 2011 and was an invaluable member of the Corrections team and a true asset to the agency; and*

***WHEREAS**, Billy J. Brazwell has worked to bring kindness and love to the lives of his family and co-workers and has always gone above and beyond his call of duty; and*

***WHEREAS**, Billy J. Brazwell must be commended for his professional and personal dedication and service to the Corrections Department; and*

***WHEREAS**, Billy J. Brazwell will be deeply missed by his friends and colleagues and his leadership skills were stellar.*

***NOW, THEEFORE BE IT PROCLAIMED** that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Billy J. Brazwell on his retirement.*

***BE IT FURTHE PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Billy J. Brazwell for 8 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Lumon J. May, Chairman, District Three

Steven Barry, Vice-Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: June 6, 2019

PROCLAMATION

***WHEREAS**, Betty A. Rivers worked as a County employee very faithfully for 21 years, retiring as a Corrections Officer with the Corrections Department, Detention Division.*

***WHEREAS**, Betty A. Rivers began her employment with Escambia County Corrections in June 1998 and was an invaluable member of the Corrections team and a true asset to the agency; and*

***WHEREAS**, Betty A. Rivers has worked to bring kindness and love to the lives of her family and co-workers and has always gone above and beyond her call of duty; and*

***WHEREAS**, Betty A. Rivers must be commended for her professional and personal dedication and service to the Corrections Department; and*

***WHEREAS**, Betty A. Rivers will be deeply missed by her friends and colleagues and her leadership skills were stellar.*

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

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Betty A. Rivers for 21 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Lumon J. May, Chairman, District Three

Steven Barry, Vice-Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

Adopted: June 6, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16237 **Proclamations 9.**
BCC Regular Meeting
Meeting Date: 06/06/2019
Issue: Years of Service Award Recognition
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:
Years of Service Recognition.

Recommendation: That the Board recognize, with a pin and certificate, John Danley, Electrical Maintenance Shop Supervisor, for his dedication in 35 years of service to Escambia County.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This Recommendation is consistent with the Board's Goals & Objectives for the recognition and appreciation of the County's most valuable resource - its employees. BCC Years of Service Award Policy, Section II, C27, Adopted 4/15/2004; Effective 4/15/2004.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16146 **Written Communication 10.**
BCC Regular Meeting
Meeting Date: 06/06/2019
Issue: Environmental (Code) Enforcement Lien Relief- 7410 Floyd Drive
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

May 3, 2019, communication from Jessica Ruffin requesting Lien relief for property located at 7410 Floyd Drive.

Recommendation: That the Board review and consider the Lien relief request made by Jessica Ruffin, owner of the property, against 7410 Floyd Drive.

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

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

Owner, Jessica Ruffin, is asking the Board to approve a partial release for 7410 Floyd Drive from all Special Magistrate Liens at no cost to her and leave all the liens attached to the prior owner/violator.

BACKGROUND:

Jessica Ruffin purchased the property located at 7410 Floyd Drive from a tax deed sale dated April 25, 2019. At that time Ms. Ruffin discovered there are two code enforcement liens attached to the property. The first lien is a Nuisance Abatement Lien in the amount of $2,100.00 (all hard cost) and was filed with the Clerk's Office on January 3, 2012. The second lien is a Special Magistrate lien in the amount of $56,400.00 which was filed with the Clerk's Office on November 11, 2013.

BUDGETARY IMPACT:

1st Lien CE110904542 Nuisance Abatement Lien
Abatement Cost: $1,850.00
Administrative Cost: $250.00

Total Lien Amount: $2,100.00

2nd Lien CE091006962 Special Magistrate Lien
Fines: $50,500.00
Court Cost: $1,100.00
Abatement Cost: $5,400.00

Total Lien Amount: $56,400.00

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

7410 Floyd Drive-Lien Relief

Reply all | Delete Junk |

7410 Floyd Dr. Pensacola, Fl

KP keisha pettway <keisharenee03@yahoo.com> Reply all |
Sun 5/5, 8:16 PM
Sandra F Slay

05/03/2019

To whom it may concern:

My name is Jessica Ruffin and I recently purchased the property at 7410 Floyd Dr. Pensacola, Fl 32505. I am a single mother of three kids and I'm looking forward to building a home for me and my kids. This was the biggest purchase that I have ever made however I stepped out of faith because this has always been a big dream of mines to build a home for me and my kids. However, after purchasing the land I found out that there was some liens on the property due to the previous owner not taking care of some issues related to the up keep of the property which resulted in the house being torn down and the liens being placed. After I purchased the property it exhausted my saving. I am sincerely asking that the liens be removed off the property and be placed on the previous owner name. Please allow me and my kids to have the American dream to one day build a house that can be called our home.

Thanks in advance,

Jessica Ruffin

Recorded in Public Records 5/6/2019 9:00 AM OR Book 8089 Page 1013, Instrument #2019038883, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00 Deed Stamps $39.20

TAX DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

WHEREAS the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed under Tax Certificate No. 01302 was issued on June 1, 2015; and due notice of sale having been published and mailed as required by law, and no person entitled so to do having appeared to redeem said land, such land was on the 4th day of December, 2017, offered for sale at public auction for cash to the highest bidder, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notices thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and after ninety (90) days from said offering for public sale **JESSICA RENEE RUFFIN** having requested that said land be sold to them for the minimum bid fixed by law, and having paid said minimum bid in the amount of $5,505.23;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the County of Escambia, State of Florida, in consideration of the premises, and in consideration of said sum of $5,505.23, the minimum bid fixed by law, and in pursuance of the statutes in such cases made and provided, does hereby grant, bargain, sell and convey to the said **JESSICA RENEE RUFFIN** 2174 RUBY AVE PENSACOLA FL 32505 their heirs and assigns forever, the following described land in Escambia County, Florida, to wit:

BEG AT NW COR OF SEC E ALG N LI 3146 50/100 FT 90 DEG 11 MIN 40 SEC RT ALG E R/W LI OF 66 FT RD 1331 11/100 FT FOR POB CONT 170 FT TO N R/W LI OF INDA AVE (66 FT R/W) 90 DEG 9 MIN 50 SEC LEFT ALG N R/W 260 FT 89 DEG 10 MIN 50 SEC LEFT 170 FT 90 DEG 9 MIN 50 SEC LEFT 260 FT TO POB OR 3327 P 293 OR 4142/4144 P 69/1586

**** Property previously assessed to: HAROLD E HAMILTON JR**

SECTION 24, TOWNSHIP 1 SOUTH, RANGE 30 WEST
REFERENCE NUMBER 241S301000030005
TAX ACCOUNT NUMBER 030825832

provided, however, that said land shall continue subject to and liable for any unpaid taxes thereon.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of the County of Escambia, State of Florida, as Clerk of the Circuit Court for said County, I have executed this deed and have hereunto set my official seal this 25th day of April, 2019.

PAM CHILDERS,
Clerk of the Circuit Court
Escambia County, Florida

CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA •

WITNESSES:
Mylinda Johnson
Emily Hogg

(OFFICIAL SEAL)

State of Florida
County of Escambia

Before me, the undersigned, personally appeared PAM CHILDERS, to me well known and personally known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 25th day of April, 2019.

Pam Childers, Clerk of the Circuit Court
Emily Hogg, Deputy Clerk

CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA •

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 09-10-06962
Location: 7410 Floyd Drive
PR# 241S30-1000-030-005

Harold E Hamilton, Jr
7410 Floyd Drive
Pensacola, FL 32526

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013085385 11/08/2013 at 08:51 AM
OFF REC BK: 7099 PG: 8 - 8 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 June 15, 2010; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (b) Trash & Debris, (d) Overgrowth, 30-203 (o). THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated June 15, 2010.

Itemized	Cost
a. Fines $50.00 per day (9/14/10-6/20/13)	$50,500.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 5,400.00
Total:	$56,400.00

DONE AND ORDERED at Escambia County, Florida on this 5th day of November, 2013.

Special Magistrate
Office of Environmental Enforcement

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505
(850) 595-1820

CE110904542

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2012000088 01/03/2012 at 11:26 AM
OFF REC BK: 6804 PG: 282 - 283 Doc Type: NAL
RECORDING: $18.50

NOTICE OF LIEN
(Nuisance Abatement)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-191 – 42-198, Escambia County Code of Ordinances, on property owned by Harold E Hamilton Jr. located at 7410 Floyd Dr. and more particularly described as:

PR# 241S301000030005

BEG AT NW COR OF SEC E ALG N LI 3146 50/100 FT 90 DEG 11 MIN 40 SEC RT ALG E R/W LI OF 66 FT RD 1331 11/100 FT FOR POB CONT 170 FT TO N R/W LI OF INDA AVE (66 FT R/W) 90 DEG 9 MIN 50 SEC LEFT ALG N R/W 260 FT 89 DEG 10 MIN 50 SEC LEFT 170 FT 90 DEG 9 MIN 50 SEC LEFT 260 FT TO POB OR 3327 P 293 OR 4142/4144 P 69/1586

A field investigation by the Office of Environmental Enforcement was conducted on November 16, 2011 and revealed the property to be in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: 42-196(a) and (d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	$1,850.00
Administrative costs	$ 250.00
Total	$2,100.00

The principal amount of this lien shall bear interest at a rate of 8% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of

County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 21 day of December 2011 by the County Administrator as authorized by the Escambia County Board of County Commissioners.

Witness Susan Hendrix
Print Name Susan Hendrix

Witness Tonya Gant
Print Name Tonya Gant

ESCAMBIA COUNTY, FLORIDA

Charles R. Oliver
By: Charles R. "Randy" Oliver
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of December, 2011, by Charles R "Randy" Oliver, County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He (X) is personally known to me, or (_) has produced current _____ as identification.

ANGELA CRAWLEY
Notary Public-State of Florida
Comm. Exp. July 28, 2015
Comm. No. EE 116706

Angela Crawley
Signature of Notary Public

Angela Crawley
Printed Name of Notary Public

(Notary Seal)

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-16179 **Clerk & Comptroller's Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 06/06/2019
Issue: April 2019 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the April 30, 2019 Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended April 30, 2019, as required by Ordinance Number 95-13; on April 30, 2019, the portfolio market value was $354,562,779 and portfolio earnings totaled $629,592 for the month; the short term portfolio yield 2.15%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.48%; the long-term CORE portfolio achieved a yield of 2.41%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.29%.

Attachments

April 2019 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2018-2019
April 30, 2019

Prepared by:
Pam Childers
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2018-2019
April 30, 2019

INVESTMENT PORTFOLIO COMPOSITION

	Market Value	
SUMMARY OF INVESTMENT ALLOCATION	March 31, 2019	April 30, 2019
Bank Accounts	$25,434,803	$29,255,491
Money Market Accounts***	$0	$0
Local Government Investment Pools*	$98,337,658	$88,534,163
Local Government Investment Pools**	$72,069,324	$72,239,701
Certificates of Deposit	$76,141,698	$76,141,698
Money Market Mutual Fund	$280,698	$336,055
U.S. Treasury Bond/Notes	$41,653,916	$42,458,661
Federal Agency Bond/Note	$23,743,108	$23,022,119
Municipal Bonds	$2,851,356	$2,851,650
Corporate Notes	$19,738,174	$19,723,241
Total Portfolio Assets:	**$360,250,734**	**$354,562,779**
Current Month Earnings:	**$902,253**	**$629,592**
Fiscal Year to Date Earnings:	**$3,899,454**	**$4,529,046**

**FL PRIME, FLCLASS, FL-FIT*
***FL TRUST*
**** All three MMAs converted to CDs in JAN 19*

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	March 31, 2019	April 30, 2019
Market Value	**$271,983,483**	**$266,171,053**
Short Term Portfolio Yield:	**2.23%**	**2.15%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	2.46%	2.48%
Fiscal YTD Earnings:	**$3,226,758**	**$3,736,926**

LONG TERM CORE PORTFOLIO:	March 31, 2019	April 30, 2019
Market Value	**$88,267,252**	**$88,391,726**
CORE Portfolio Yield to Maturity at Market:	**2.40%**	**2.41%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.29%	2.29%
CORE Portfolio Total Return:	**0.52%**	**0.19%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.85%	0.16%
Effective Duration (Years)	**1.50**	**1.47**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.62	2.60
Fiscal YTD Earnings:	**$672,696**	**$792,121**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2018-2019
April 30, 2019

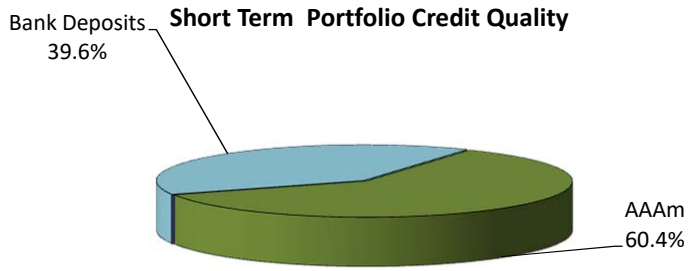
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 29,255,491	11.0%
Money Market Accounts	-	0.0%
Certificates of Deposit	76,141,698	28.6%
Local Government Investment Pools*	88,534,163	33.3%
Local Government Investment Pools**	72,239,701	27.1%
Total Short Term Portfolio Assets:	**$ 266,171,053**	100.0%

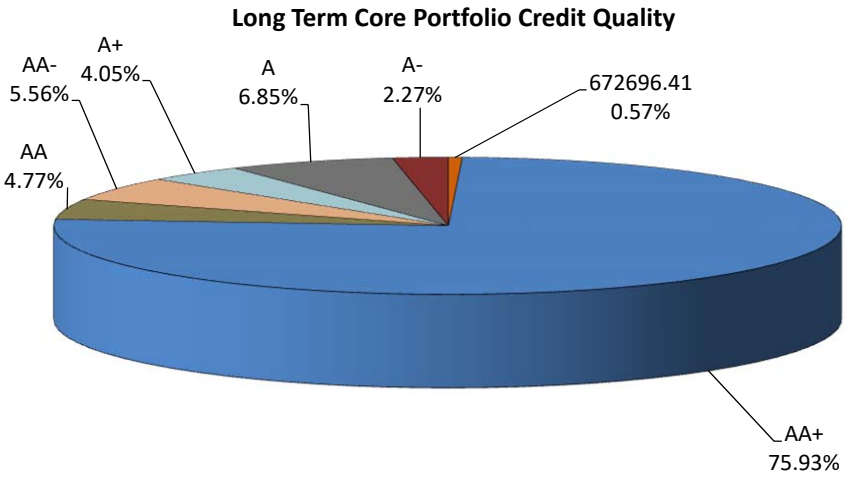
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 42,458,661	48.0%
Federal Agency Bond / Note	23,022,119	26.0%
Municipal Obligations	2,851,650	3.2%
Corporate Note	19,723,241	22.3%
Money Market Mutual Fund - Federated Government	336,055	0.4%
Total Long Term Core Portfolio Assets:	**$ 88,391,726**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2018-2019
April 30, 2019

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	42,458,661	12.0%	100%	Yes
Federal Instrumentalities	23,022,119	6.5%	50%	Yes
Local Government Investment Pools	160,773,864	45.3%	75%	Yes
Certificates of Deposit	76,141,698	21.5%	50%	Yes
Corporate Notes	19,723,241	5.6%	25%	Yes
State and/or Local Government Debt	2,851,650	0.8%	25%	Yes
Bank Accounts - Bank of America	29,255,491	8.25%	100%	Yes
Money Market Mutual Fund	336,055	0.1%	50%	Yes
Total Investment Holdings	**354,562,779**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	999,018	0.3%	5%	Yes
American Honda Finance	416,650	0.1%	5%	Yes
Apple Inc. Corporate Notes	992,355	0.3%	5%	Yes
BBVA Compass	25,441,010	7.2%	15%	Yes
Centennial Bank	20,331,626	5.7%	15%	Yes
Caterpillar INC	742,515	0.2%	5%	Yes
Cisco Systems Inc.	2,013,334	0.6%	5%	Yes
City of New York	1,696,481	0.5%	5%	Yes
Coca-Cola Company	321,709	0.1%	5%	Yes
Deere & Company	1,181,614	0.3%	5%	Yes
Fannie Mae	8,293,907	2.3%	5%	Yes
Federal Home Loan Bank (FHLB)	11,090,790	3.1%	25%	Yes
Fidelity Institutional Government MMF	336,055	0.1%	25%	Yes
FLCLASS	5,219,266	1.5%	25%	Yes
FL-FIT	14,902,360	4.2%	25%	Yes
Florida Prime (SBA)	68,412,537	19.3%	25%	Yes
Florida Local Government Investment Trust	72,239,701	20.4%	25%	Yes
Freddie Mac	3,637,422	1.0%	25%	Yes
Hancock Bank	5,031,526	1.4%	15%	Yes
Home Depot Inc.	465,871	0.1%	5%	Yes
Honeywell International	738,798	0.2%	5%	Yes
Intel Corporation	991,251	0.3%	5%	Yes
International Business Machines	984,699	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	997,584	0.3%	5%	Yes
Mastercard	740,456	0.2%	5%	Yes
Merck & CO INC	748,000	0.2%	5%	Yes
Microsoft Corporate Notes	498,568	0.1%	5%	Yes
Mississippi State	757,241	0.2%	5%	Yes
Oracle Corp	994,819	0.3%	5%	Yes
Pepsico, Inc.	1,012,994	0.3%	5%	Yes
Pfizer Inc Corporate Notes	999,830	0.3%	5%	Yes
Proctor & Gamble Co	652,270	0.2%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2018-2019
April 30, 2019

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	25,337,536	7.1%	15%	Yes
State Street Corporation	999,349	0.3%	5%	Yes
The Walt Disney Corporation	498,190	0.1%	5%	Yes
Toyota Motor Corp	591,315	0.2%	5%	Yes
United Parcel Service Inc.	496,141	0.1%	5%	Yes
United States Treasury Securities	42,458,661	12.0%	100%	Yes
University of WA Taxable Revenue Bonds	397,928	0.1%	5%	Yes
Visa Inc	645,913	0.2%	5%	Yes
Total Investment Holdings	**354,562,779**	**100.0%**		

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-16175 **Clerk & Comptroller's Report 12. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 06/06/2019
Issue: TDT Collection Data for the March 2019 Returns
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

RecommendationConcerning Acceptance of TDT Collection Data for the March 2019 Returns Received in April 2019

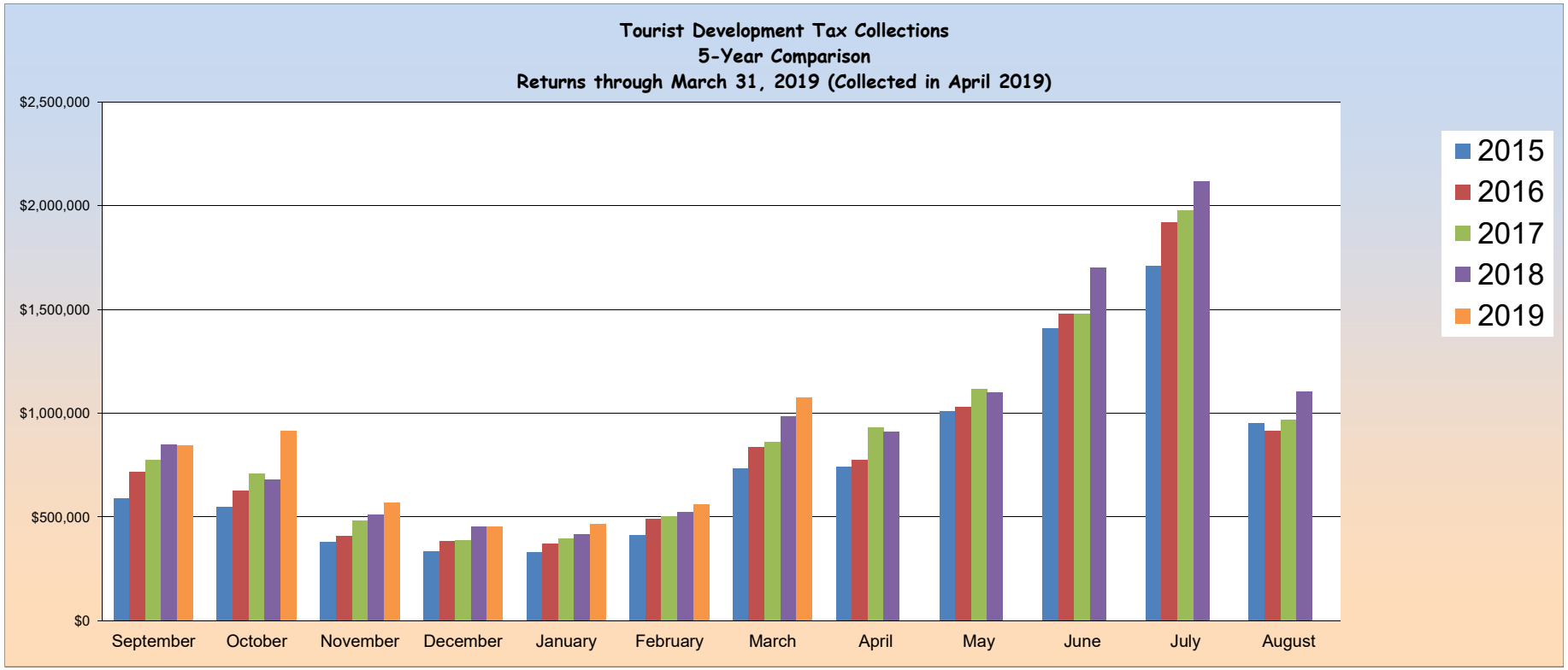
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the March 2019 returns received in the month of April 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the seventh month of collections for the Fiscal Year 2019; total collections for the month of March 2019 returns was $1,074,487.21; this is an 8.88% increase over the March 2018 returns; total collections year to date are 10.41% more than the comparable timeframe in Fiscal Year 2018.

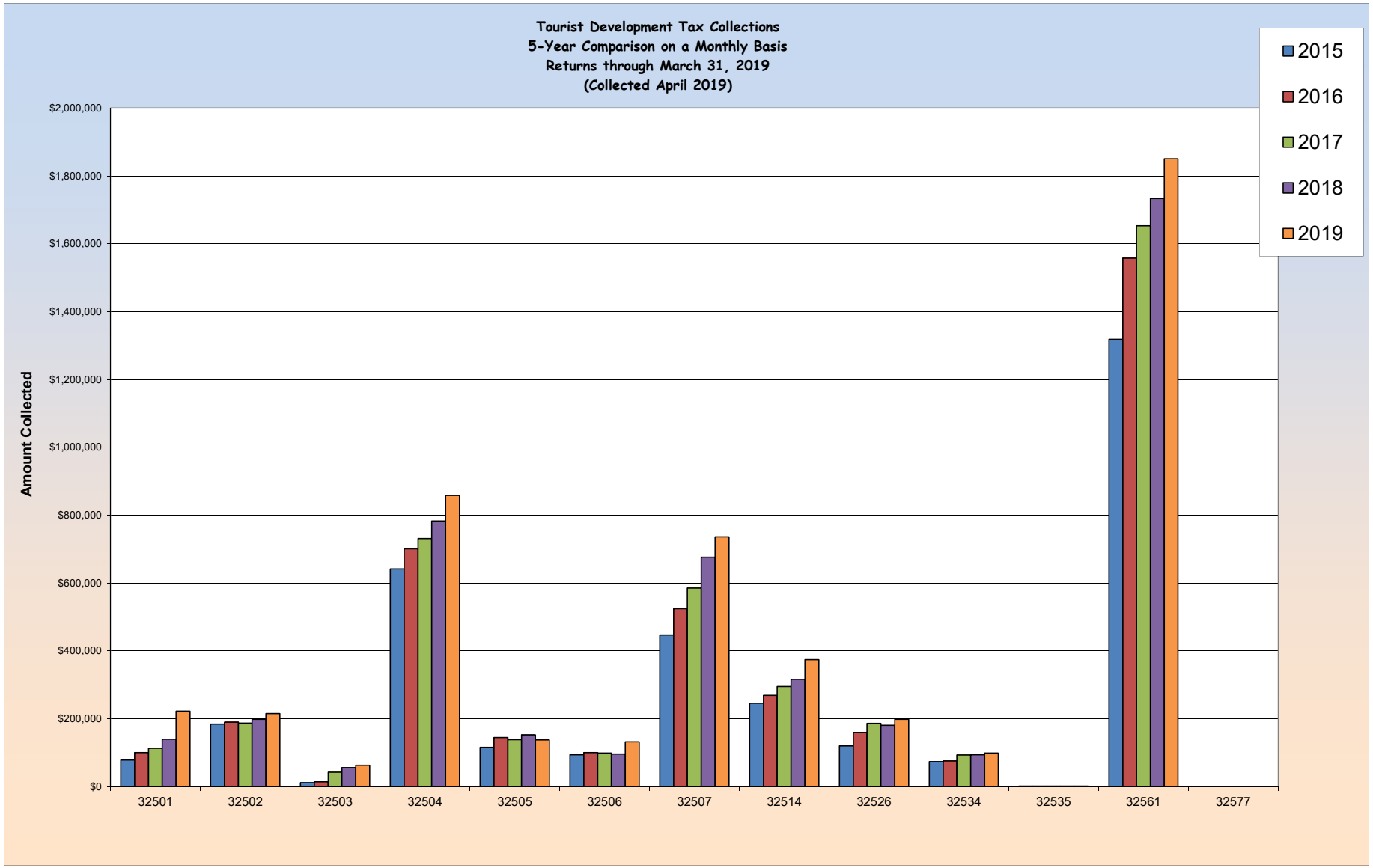
Attachments

March 2019 TDT Collections Received in April

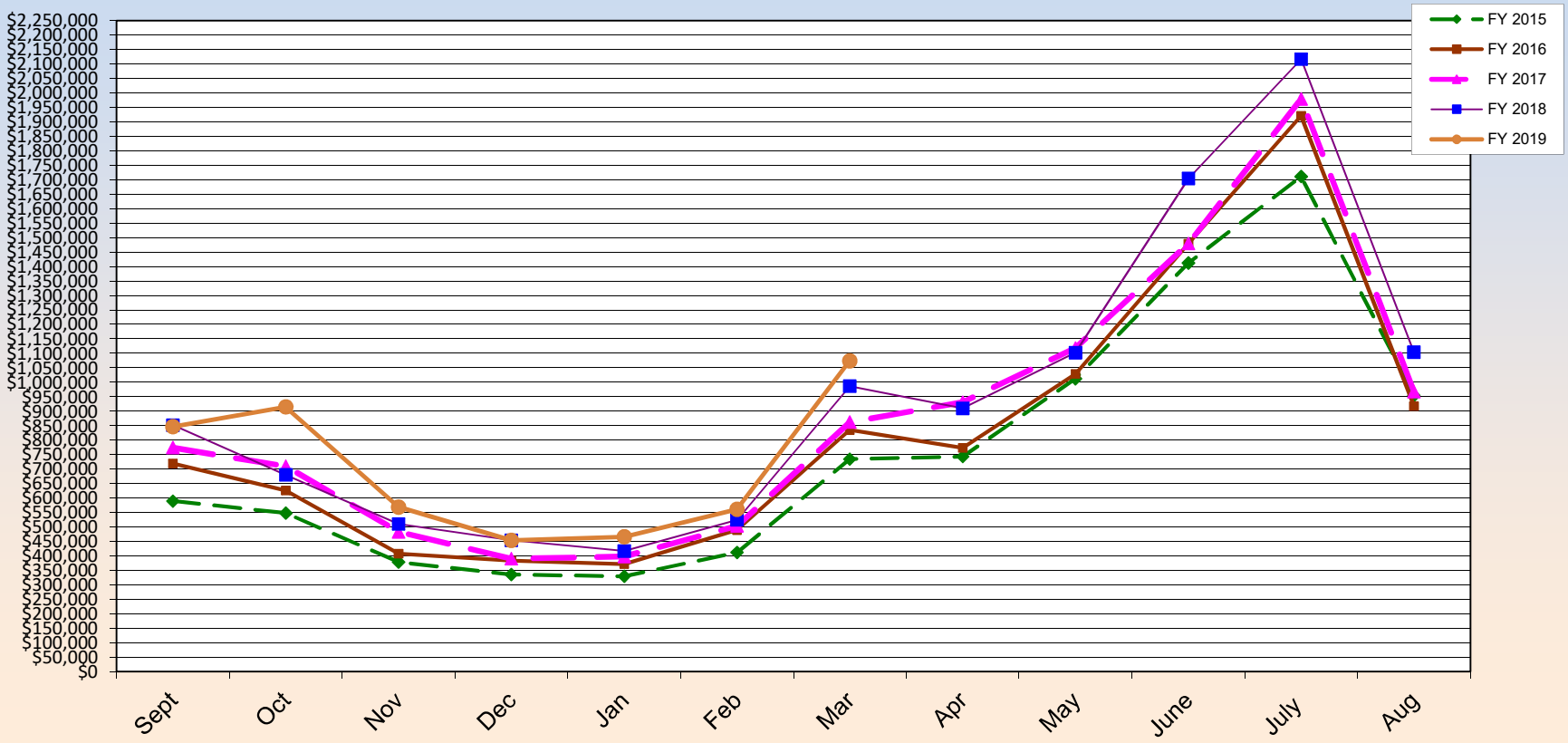
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF APRIL 2019

Zip Code	Fiscal Year 2019 YTD Collected	Fiscal Year 2018 YTD Collected	Difference	% Change
32501	222,126	139,881	82,245	59%
32502	214,965	197,864	17,101	9%
32503	62,395	55,578	6,817	12%
32504	858,213	782,564	75,649	10%
32505	144,799	152,001	(7,202)	-5%
32506	131,868	95,881	35,987	38%
32507	735,963	675,770	60,193	9%
32514	373,827	316,155	57,672	18%
32526	190,864	180,757	10,107	6%
32534	98,477	93,867	4,610	5%
32535	1,156	1,088	68	6%
32561	1,850,965	1,733,370	117,595	7%
32562	-	-	-	0%
32577	215	235	(20)	-8%
Total	**$ 4,885,833**	**$ 4,425,009**	**$ 460,824**	**10%**


Tourist Development Tax Collections
5-Year Comparison
Returns through March 31, 2019 (Collected in April 2019)
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2015
2016
2017
2018
2019


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through March 31, 2019
(Collected April 2019)
2015
2016
2017
2018
2019
Amount Collected
$2,000,000
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2015 - FY 2019
Returns through February 28, 2019 (Collected in March 2019)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2018
AS OF April 30, 2018

	Zip Code									
	32501		$ 32,502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy outh of I-10 includi Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/17	$ 20,189	2%	$ 33,110	4%	$ 8,054	1%	$ 127,370	15%	$ 26,827	3%
11/17	$ 15,305	2%	$ 30,151	4%	$ 7,908	1%	$ 112,522	17%	$ 16,690	2%
12/17	$ 15,278	3%	$ 26,266	5%	$ 7,092	1%	$ 103,569	20%	$ 15,923	3%
01/18	$ 14,881	3%	$ 22,042	5%	$ 7,184	2%	$ 93,898	21%	$ 18,961	4%
02/18	$ 16,581	4%	$ 20,599	5%	$ 6,278	2%	$ 93,500	22%	$ 17,664	4%
03/18	$ 23,638	5%	$ 27,222	5%	$ 7,113	1%	$ 99,293	19%	$ 21,179	4%
04/18	$ 34,008	3%	$ 38,474	4%	$ 11,949	1%	$ 152,410	15%	$ 34,756	4%
Total	**$ 139,881**	**3%**	**$ 197,864**	**4%**	**$ 55,578**	1%	**$ 782,564**	**18%**	**$ 152,001**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/17	$ 17,729	2%	$ 141,510	17%	$ 48,279	6%	$ 28,141	3%	$ 16,787	2%
11/17	$ 14,116	2%	$ 117,580	17%	$ 45,400	7%	$ 25,079	4%	$ 13,812	2%
12/17	$ 12,723	2%	$ 58,984	12%	$ 41,547	8%	$ 24,823	5%	$ 11,206	2%
01/18	$ 10,887	2%	$ 44,414	10%	$ 38,809	9%	$ 24,691	5%	$ 10,404	2%
02/18	$ 10,328	2%	$ 59,924	14%	$ 39,584	9%	$ 22,010	5%	$ 10,365	2%
03/18	$ 11,701	2%	$ 85,625	16%	$ 39,610	8%	$ 22,481	4%	$ 11,745	2%
04/18	$ 18,397	2%	$ 167,734	17%	$ 62,926	6%	$ 33,533	3%	$ 19,546	2%
Total	**$ 95,881**	2%	**$ 675,770**	15%	**$ 316,155**	7%	**$ 180,757**	4%	**$ 93,867**	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/17	$ 138	0%	$ 383,626	45%	$ -	0%	$ 16	0%	$ 851,776	100%
11/17	$ 186	0%	$ 281,499	41%	$ -	0%	$ 50	0%	$ 680,298	100%
12/17	$ 200	0%	$ 192,757	38%	$ -	0%	$ 35	0%	$ 510,405	100%
01/18	$ 88	0%	$ 167,637	37%	$ -	0%	$ 17	0%	$ 453,912	100%
02/18	$ -	0%	$ 120,225	29%	$ -	0%	$ -	0%	$ 417,058	100%
03/18	$ 304	0%	$ 174,793	33%	$ -	0%	$ 33	0%	$ 524,739	100%
04/18	$ 171	0%	$ 412,832	42%	$ -	0%	$ 85	0%	$ 986,822	100%
Total	**$ 1,088**	0%	**$ 1,733,370**	39%	**$ -**	0%	**$ 235**	0%	**$ 4,425,009**	

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2019
AS OF April 30, 2019

	Zip Code									
	32501		32,502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/18	$ 33,061	4%	$ 29,038	3%	$ 8,340	1%	$ 120,567	14%	$ 17,896	2%
11/18	$ 33,959	4%	$ 40,218	4%	$ 10,154	1%	$ 159,394	17%	$ 32,557	4%
12/18	$ 27,415	5%	$ 26,588	5%	$ 8,206	1%	$ 116,496	20%	$ 17,508	3%
01/19	$ 28,240	6%	$ 23,782	5%	$ 7,469	2%	$ 91,184	20%	$ 16,522	4%
02/19	$ 23,748	5%	$ 24,054	5%	$ 7,452	2%	$ 104,269	22%	$ 12,833	3%
03/19	$ 29,658	5%	$ 27,844	5%	$ 8,483	2%	$ 108,984	19%	$ 13,846	2%
04/19	$ 46,045	4%	$ 43,442	4%	$ 12,291	1%	$ 157,318	15%	$ 33,638	3%
Total	**$ 222,126**	**5%**	**$ 214,965**	**4%**	**$ 62,395**	1%	**$ 858,213**	**18%**	**$ 144,799**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/18	$ 23,343	3%	$ 148,106	17%	$ 47,657	6%	$ 24,272	3%	$ 13,922	2%
11/18	$ 27,659	3%	$ 145,682	16%	$ 64,824	7%	$ 34,816	4%	$ 18,767	2%
12/18	$ 16,253	3%	$ 68,914	12%	$ 50,181	9%	$ 28,271	5%	$ 14,944	3%
01/19	$ 11,089	2%	$ 46,182	10%	$ 46,077	10%	$ 22,109	5%	$ 13,288	3%
02/19	$ 16,729	4%	$ 66,290	14%	$ 41,438	9%	$ 20,889	4%	$ 10,179	2%
03/19	$ 11,373	2%	$ 85,945	15%	$ 54,012	10%	$ 22,508	4%	$ 9,693	2%
04/19	$ 25,421	2%	$ 174,844	16%	$ 69,638	6%	$ 37,999	4%	$ 17,683	2%
Total	**131,868**	3%	**$ 735,963**	15%	**$ 373,827**	8%	**$ 190,864**	4%	**$ 98,477**	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/18	$ 209	0%	$ 380,137	45%	-	0%	$ 92	0%	$ 846,641	100%
11/18	$ -	0%	$ 346,703	38%	-	0%	$ 40	0%	$ 914,773	100%
12/18	$ 369	0%	$ 193,908	34%	-	0%	$ 23	0%	$ 569,078	100%
01/19	$ -	0%	$ 147,642	33%	-	0%	$ 34	0%	$ 453,617	100%
02/19	$ 220	0%	$ 138,270	30%	-	0%	$ -	0%	$ 466,370	100%
03/19	$ 181	0%	$ 188,341	34%	-	0%	$ -	0%	$ 560,868	100%
04/19	$ 176	0%	$ 455,965	42%	-	0%	$ 26	0%	$ 1,074,487	100%
Total	**$ 1,156**	0%	**$ 1,850,965**	38%	-	0%	**$ 215**	0%	**$ 4,885,833**	

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2010-2019									
Month Of	For The										
Collection	Month Of	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
OCT	SEP	$ 274,902	$ 321,850	$ 343,637	$ 398,300	$ 385,209	$ 442,268	$ 539,766	$ 580,905	$ 638,832	$ 634,980
NOV	OCT	$ 238,423	$ 276,214	$ 304,579	$ 325,198	$ 335,284	$ 411,054	$ 469,351	$ 532,757	$ 510,223	$ 686,080
DEC	NOV	$ 214,475	$ 226,459	$ 244,845	$ 254,898	$ 236,608	$ 284,253	$ 305,743	$ 362,364	$ 382,803	$ 426,808
JAN	DEC	$ 164,750	$ 192,546	$ 212,164	$ 207,117	$ 230,300	$ 251,856	$ 288,130	$ 292,783	$ 340,434	$ 340,213
FEB	JAN	$ 171,885	$ 192,262	$ 200,843	$ 205,954	$ 233,879	$ 247,492	$ 279,148	$ 298,406	$ 312,794	$ 349,778
MAR	FEB	$ 201,473	$ 241,571	$ 270,226	$ 283,812	$ 286,019	$ 309,204	$ 367,477	$ 377,962	$ 393,554	$ 420,651
APR	MAR	$ 330,261	$ 397,690	$ 464,002	$ 518,242	$ 510,758	$ 550,693	$ 626,572	$ 646,982	$ 740,116	$ 805,865
	TOTAL	**$ 1,596,169**	**$ 1,848,592**	**$ 2,040,295**	**$ 2,193,521**	**$ 2,218,057**	**$ 2,496,819**	**$ 2,876,188**	**$ 3,092,160**	**$ 3,318,756**	**$ 3,664,375**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2010-2019									
Month Of Collection	For The Month Of	2010	2011	2012	2013	2014	2015	2016	2017	2018	2,019
OCT	SEP	$ 91,634	$ 107,283	$ 114,546	$ 132,767	$ 128,403	$ 147,425	$ 179,922	$ 193,635	$ 212,944	$ 211,660
NOV	OCT	$ 79,474	$ 92,072	$ 101,526	$ 108,399	$ 111,761	$ 137,018	$ 156,450	$ 177,586	$ 170,074	$ 228,693
DEC	NOV	$ 71,492	$ 75,487	$ 81,615	$ 84,966	$ 78,869	$ 94,751	$ 101,914	$ 120,788	$ 127,601	$ 142,269
JAN	DEC	$ 54,917	$ 64,182	$ 70,721	$ 69,039	$ 76,767	$ 83,950	$ 96,043	$ 97,594	$ 113,478	$ 113,404
FEB	JAN	$ 57,295	$ 64,087	$ 66,948	$ 68,651	$ 77,960	$ 82,497	$ 93,049	$ 99,469	$ 104,265	$ 116,593
MAR	FEB	$ 67,158	$ 80,524	$ 90,075	$ 94,604	$ 95,340	$ 103,068	$ 122,492	$ 125,987	$ 131,185	$ 140,217
APR	MAR	$ 110,087	$ 132,563	$ 154,667	$ 172,747	$ 170,253	$ 183,564	$ 208,857	$ 215,661	$ 246,707	$ 268,622
TOTAL		**$ 532,056**	**$ 616,198**	**$ 680,099**	**$ 731,174**	**$ 739,352**	**$ 832,273**	**$ 958,729**	**$ 1,030,720**	**$ 1,106,253**	**$ 1,221,458**

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-16262 **Clerk & Comptroller's Report 12. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 06/06/2019
Issue: Document Provided for Filing with the Board's Minutes
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning a Document Provided for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, the Fiscal Year 2018 Northwest Florida Water Management District Financial Statements, as provided to the Clerk to the Board's Office by Amanda Bedenbaugh, Chief, Bureau of Finance and Accounting, Northwest Florida Water Management District.

Attachments

FY 2018 Northwest Florida Water Management District

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

FINANCIAL STATEMENTS

SEPTEMBER 30, 2018

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
OFFICIALS
SEPTEMBER 30, 2018

GOVERNING BOARD MEMBERS

George Roberts, Chairman

Jerry Pate, Vice Chairman

John Alter, Secretary

Gus Andrews

Jon Costello

Ted Everett

Nicholas Patronis

Bo Spring

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
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James Moore
Certified Public Accountants and Consultants

INDEPENDENT AUDITORS' REPORT

The Honorable Governing Board,
Northwest Florida Water Management District:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Northwest Florida Water Management District (the District), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The District's 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 District'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 District'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.

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Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of September 30, 2018, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Change in Accounting Principle

As discussed in Note 10 to the financial statements, in 2018, the District adopted Governmental Accounting Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The effects of this standard have also been applied to the financial statements as of the year ended September 30, 2017. See Note 10 for the effect of GASB 75 on beginning net position. Our opinion is not modified with respect to this matter.

Required Supplementary Information

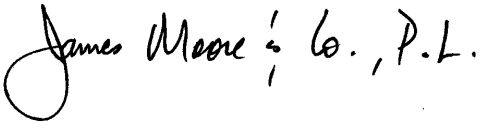
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part 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 Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying schedule of expenditures of federal awards and state financial assistance, as required by the audit 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 Section 215.97, Florida Statutes, *Florida Single Audit Act*; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, as listed in the table of contents, is presented for purposes of additional analysis and are not a required part of the basic financial statements. The supplemental information and the schedule of expenditures of state financial assistance 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. Such 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 as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 13, 2019, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Tallahassee, Florida
May 13, 2019

MANAGEMENT DISCUSSION AND ANALYSIS

As management of the Northwest Florida Water Management District, we offer readers of the Northwest Florida Water Management District's financial statements this narrative overview and analysis of the financial activities of the Northwest Florida Water Management District for the fiscal year ended September 30, 2018.

Financial Highlights

At the end of the most recent fiscal year, the Northwest Florida Water Management District's:

- Assets exceeded its liabilities by $199,841,675 (*net position*). Of this amount, $7,092,303 (*unrestricted net position*) may be used to meet the government's ongoing obligations to citizens and creditors.

- Governmental funds reported combined ending fund balances of $28,021,745, an increase of $1,534,407 from the previous year.

- Unassigned fund balance for the general fund was $0 and assigned fund balance was $7,487,701 for all funds.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Northwest Florida Water Management District's basic financial statements. The Northwest Florida Water Management District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-wide financial statements— The government-wide financial statements are designed to provide readers with a broad overview of the Northwest Florida Water Management District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Northwest Florida Water Management District's assets and liabilities, with the difference between the two 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 Northwest Florida Water Management District is improving or declining.

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., earned but unused vacation leave).

The government-wide financial statements distinguish functions of the Northwest Florida Water Management District that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of the Northwest Florida Water Management District include: water resources planning and monitoring; acquisition, restoration and public works; operation and maintenance of lands and works; regulation; outreach; and administration.

Overview of the Financial Statements *(Continued)*

Government-wide financial statements—*(Concluded)* The government-wide financial statements include only the Northwest Florida Water Management District, a component unit of the State of Florida.

Fund financial statements—A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Northwest Florida Water Management District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Northwest Florida Water Management District are in one category: governmental funds.

Governmental 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 Northwest Florida Water Management District maintains six 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, Projects Fund, Capital Projects Fund, Land Management Fund, Regulation Fund, and Mitigation Fund, all of which are considered to be major 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, this report also presents required supplementary information concerning Northwest Florida Water Management District's budgetary comparison for its major funds as well as the other post-employment benefits retirement healthcare plan schedule of funding progress and schedule of employer contributions. The Northwest Florida Water Management District adopts an annual appropriated budget for all funds. A budgetary comparison schedule has been provided for the general fund and each major fund to demonstrate compliance with this budget as noted in the table of contents.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Northwest Florida Water Management District, assets exceeded liabilities by $199,841,675 at the close of the most recent fiscal year.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF NET POSITION

	2018	2017
Assets:		
Current and other assets	$ 44,147,396	$ 47,371,665
Capital assets	179,322,656	178,720,510
Total assets	223,470,052	226,092,175
Deferred outflow of resources	2,716,986	2,504,179
Liabilities:		
Long-term liabilities outstanding	692,367	680,370
Net pension liability	6,047,669	6,089,866
Net OPEB liability	2,293,619	394,331
Other liabilities	16,125,651	20,884,327
Total liabilities	25,159,306	28,048,894
Deferred inflow of resources	1,186,057	865,878
Net position:		
Net investment in capital assets	179,322,656	178,720,510
Restricted	13,426,716	5,455,162
Unrestricted	7,092,303	15,505,910
Total net position	$ 199,841,675	$ 199,681,582

(Fiscal year 2017 net position has not been restated on this schedule)

By far the largest portion of the Northwest Florida Water Management District's net position (90 percent) reflects its investment in capital assets (e.g., land, buildings, machinery, and equipment). The Northwest Florida Water Management District uses these capital assets to protect environmentally sensitive lands and to provide services to citizens; consequently, these assets are not available for future spending.

An additional portion of the Northwest Florida Water Management District's net position (6.7 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position $7,092,303 may be used to meet the government's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the Northwest Florida Water Management District is able to report positive balances in all three categories of net position.

Government-wide Financial Analysis *(Concluded)*

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
CHANGE IN NET POSITION

	2018	2017
Revenues:		
Program revenues:		
Charges for services	$ 2,857,488	$ 444,810
Operating grants and contributions	17,316,796	14,863,833
Capital grants and contributions	616,107	179,066
General revenues:		
Property taxes	3,366,090	3,317,303
Grants and contributions not restricted to specific programs	754,632	472,153
Other revenues	34,877	2,097,102
Total revenues	24,945,990	21,374,267
Expenses:		
Water Resources Planning and Monitoring	4,493,543	4,945,742
Acquisition, Restoration, and Public Works	10,064,802	10,642,988
Operation and Maintenance of Lands and Works	3,259,305	3,389,508
Regulation	3,206,208	3,511,959
Outreach	130,024	165,537
Administration	2,129,688	2,172,567
Total expenses	23,283,570	24,828,301
Changes in net position	1,662,420	(3,454,034)
Net position - beginning of year	199,681,582	203,135,616
Restatement (Note 10)	(1,502,327)	-
Net position - end of year	$ 199,841,675	$ 199,681,582

Governmental activities—Governmental activities at the end of the most recent fiscal year increased Northwest Florida Water Management District's net position by $1,662,420. The increase is largely attributed to interest earnings and residual revenue as a result of unspent budget.

Financial Analysis of the Government's Funds

As noted earlier, the Northwest Florida Water Management District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Financial Analysis of the Government's Funds *(Concluded)*

Governmental funds— The focus of the Northwest Florida Water Management District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources.

Such information is useful in assessing the Northwest Florida Water Management District's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the most recent fiscal year, the Northwest Florida Water Management District's governmental funds reported combined ending fund balances of $28,021,745 an increase of $1,534,407 in comparison with the prior year. Currently, there is $0 unassigned fund balance. The District's fund balance is in restricted, committed, or assigned form to indicate that it is not available for new spending because it has already been committed to activities associated with the general fund, various special revenue funds, and the capital projects fund.

The general fund is the chief operating fund of the Northwest Florida Water Management District. At the end of the most recent fiscal year, unassigned fund balance was $0 and total fund balance of the general fund was $14,595,029.

Additionally, the fund balance of the Northwest Florida Water Management District's general fund decreased by $1,019,620. The key factor for this decrease was water supply development assistance grants of $2,827,629 which was offset by residual revenue from unspent budget.

General Fund Budgetary Highlights

There were no significant differences between the original and final adopted budgets of the District during the year.

Capital Asset and Debt Administration

Capital assets— The Northwest Florida Water Management District's investment in capital assets for its governmental activities as of September 30, 2018, amounts to $179,322,656 (net of accumulated depreciation). This investment in capital assets includes land, easements, building, infrastructure, vehicles, office equipment, field equipment, and computer equipment. There were no significant changes in the Northwest Florida Water Management District's investment in capital assets for the current fiscal year.

Economic Factors and Next Year's Budgets and Rates

The District's primary revenue sources for recurring operations are state appropriations and ad valorem (property) taxes. State appropriations are provided for each of the following activities: the Environmental Resource Program, Minimum Flows and Minimum Levels, Land Management, and general District operations. Ad valorem is levied using the rolled-back rate and is collected from the 16 counties encompassed by the District. Additional recurring revenue has been derived from the sale of timber on District lands used to support land management operations and permitting fees and fines used for ongoing costs of the District's regulatory program.

Economic Factors and Next Year's Budgets and Rates *(Concluded)*

The FY 2017-2018 Adopted Budget was $65.2 million, an increase of $2.9 million or 4.6 percent above the FY 2016-2017 Amended Budget. The adopted millage rate was 0.0353 which is 29.4 percent below the constitutional and statutory cap of 0.05 mills. The increase in the budget was primarily attributable to additional legislative funds for springs protection, restoration, and acquisition projects. Total funding consisted of $33.0 million in new revenue, $24.7 million in revenue received and/or appropriated in prior years, and $7.5 million in fund balance. Approximately three-fourths of the budget, $46.5 million, was for springs projects, water supply development assistance, and watershed restoration. Approximately one-fourth (26.0 percent) of the $65.2 million represented recurring needs.

The District plans to continue to develop future budgets using annual state appropriations and ad valorem as the primary revenue sources for supporting recurring operations. However, less reliance is being placed on the collection of timber sales revenue. Prior to Hurricane Michael's impact in October 2018 and starting in FY 2021-2022, annual timber revenues were projected to decline from $2,000,000 to $750,000, due to the make-up and nature of the District's timber inventory. After Hurricane Michael, timber harvesting has nearly halted. The FY 2018-2019 budget was revised to replace timber sales revenue with available Land Management fund balance. The use of this fund balance continues to substitute for timber sales revenue during the development of the FY 2019-2020 Tentative Budget. While the hurricane's impact is still under review, no new timber sales revenue is likely to be budgeted until FY 2022-2023.

Requests for Information

This financial report is designed to provide a general overview of the Northwest Florida Water Management District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF NET POSITION
SEPTEMBER 30, 2018

	Governmental Activities
ASSETS	
Cash and cash equivalents	$ 300,826
Investments	40,574,844
Accounts receivable	56,273
Due from other governments	3,204,707
Deposits	10,746
Capital assets:	
Non-depreciable	173,209,044
Depreciable, net	6,113,612
Total assets	223,470,052
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows related to pensions	2,298,205
Deferred outflows related to OPEB	418,781
Total deferred outflows of resources	2,716,986
LIABILITIES	
Accounts payable and accrued expenses	1,429,090
Due to other governments	373,608
Deposits	232,147
Unearned revenue	14,090,806
Noncurrent liabilities:	
Due within one year:	
Compensated absences	692,367
Due in more than one year:	
Net pension liability	6,047,669
Total OPEB liability	2,293,619
Total liabilities	25,159,306
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows related to pensions	1,059,224
Deferred inflows related to OPEB	126,833
Total deferred inflows of resources	1,186,057
NET POSITION	
Investment in capital assets	179,322,656
Restricted for:	
Regulatory, permitting, licensing, and enforcement activities	2,347,933
Mitigation projects	2,017,809
Minimum flow and minimum levels	2,491,883
Operation & maintenance of lands & works	6,280,104
Capital improvement and land acquisition and restoration	288,987
Unrestricted	7,092,303
Total net position	$ 199,841,675

The accompanying notes to financial statements
are an integral part of this statement.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2018

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Change in Net Position
Governmental activities					
Water resources planning and monitoring	$ 4,493,543	$ -	$ 5,377,802	$ -	$ 884,259
Acquisition, restoration, and public works	10,064,802	-	7,484,916	616,107	(1,963,779)
Operation and maintenance of lands and works	3,259,305	-	1,639,042	-	(1,620,263)
Regulation	3,206,208	2,857,488	2,815,036	-	2,466,316
Outreach	130,024	-	-	-	(130,024)
Administration	2,129,688	-	-	-	(2,129,688)
Total	$ 23,283,570	$ 2,857,488	$ 17,316,796	$ 616,107	(2,493,179)
	General revenues				
	Property taxes				3,366,090
	Unrestricted investment earnings				754,632
	Miscellaneous				34,877
	Total general revenues				4,155,599
	Change in net position				1,662,420
	Net position, beginning of year (as restated)				198,179,255
	Net position, end of year				$ 199,841,675

The accompanying notes to financial statements
are an integral part of this statement.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018

	General Fund	Mitigation Fund	Projects Fund	Land Management Fund	Regulation Fund	Capital Projects Fund	Total
ASSETS							
Cash and cash equivalents	$ 219,907	$ -	$ -	$ -	$ 80,919	$ -	$ 300,826
Investments	12,901,853	16,155,189	2,597,881	6,283,015	2,347,919	288,987	40,574,844
Accounts receivable	241	-	32	51,561	4,439	-	56,273
Due from other governments	27,229	-	3,049,171	340	3,900	124,067	3,204,707
Due from other funds	2,725,898	-	-	515,028	64,504	-	3,305,430
Deposits	3,092	-	-	-	7,654	-	10,746
Total assets	$ 15,878,220	$ 16,155,189	$ 5,647,084	$ 6,849,944	$ 2,509,335	$ 413,054	$ 47,452,826
LIABILITIES AND FUND BALANCES							
Liabilities							
Accounts payable and accrued expenses	$ 423,977	$ 60,746	$ 528,252	$ 340,121	$ 55,981	$ 20,013	$ 1,429,090
Due to other governments	279,682	87	65,878	3,459	24,502	-	373,608
Due to other funds	579,532	165,535	2,456,309	-	-	104,054	3,305,430
Deposits	-	-	-	151,228	80,919	-	232,147
Unearned revenues	-	13,911,012	104,762	75,032	-	-	14,090,806
Total liabilities	1,283,191	14,137,380	3,155,201	569,840	161,402	124,067	19,431,081
Fund balances							
Restricted:							
Regulatory services	-	-	-	-	2,347,933	-	2,347,933
Mitigation projects	-	2,017,809	-	-	-	-	2,017,809
Min. flows & levels	-	-	2,491,883	-	-	-	2,491,883
Capital improvement and land acquisition and restoration	-	-	-	-	-	288,987	288,987
Operation & maintenance of lands & works	-	-	-	6,280,104	-	-	6,280,104
Committed:							
Santa Rosa Indian Bayou grant	75,000	-	-	-	-	-	75,000
Apalachicola Bay grant	113,829	-	-	-	-	-	113,829
Hurricane Michael damages	1,000,000	-	-	-	-	-	1,000,000
Water supply development assistance grants	2,116,955	-	-	-	-	-	2,116,955
Bay County North Bay reuse grant	500,000	-	-	-	-	-	500,000
Economic stabilization fund	3,301,544	-	-	-	-	-	3,301,544
Assigned:							-
General fund deficiencies	4,000,000	-	-	-	-	-	4,000,000
Resource management programs and grants	2,487,701	-	-	-	-	-	2,487,701
District short-term projects	1,000,000	-	-	-	-	-	1,000,000
Total fund balances	14,595,029	2,017,809	2,491,883	6,280,104	2,347,933	288,987	28,021,745
Total liabilities and fund balances	$ 15,878,220	$ 16,155,189	$ 5,647,084	$ 6,849,944	$ 2,509,335	$ 413,054	$ 47,452,826

The accompanying notes to financial statements
are an integral part of this statement.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2018

Total fund balances - governmental funds		$ 28,021,745
Amounts reported for governmental activities in the statement of activities are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds		
Total governmental capital assets - nondepreciable	173,209,044	
Total governmental capital assets - depreciable	12,267,200	
Less: accumulated depreciation	(6,153,588)	179,322,656
On the governmental fund statements, a net pension liability is not recorded until an amount is due and payable and the pension plan's fiduciary net position is not sufficient for payment of those benefits (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the District's net pension liability of the defined benefit pension plans is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to pensions are also reported.		
Net pension liability	(6,047,669)	
Deferred outflows related to pensions	2,298,205	
Deferred inflows related to pensions	(1,059,224)	(4,808,688)
On the governmental fund statements, an OPEB liability is not recorded unless an amount is due and payable (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the District's OPEB liability is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to OPEB are also reported.		
Total OPEB liability	(2,293,619)	
Deferred outflows related to OPEB	418,781	
Deferred inflows related to OPEB	(126,833)	(2,001,671)
Long-term liabilities, are not due and payable in the current period and, therefore, are not reported in the governmental funds.		
Compensated absences		(692,367)
Net position of governmental activities		$ 199,841,675

The accompanying notes to financial statements
are an integral part of this statement.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2018

	General Fund	Mitigation Fund	Projects Fund	Land Management Fund	Regulation Fund	Capital Projects Fund	Total
Revenues							
Property taxes	$ 2,476,323	$ -	$ 122,972	$ -	$ 766,795	$ -	$ 3,366,090
Permits and licenses	-	-	-	-	465,470	-	465,470
Timber sales	-	-	-	2,387,303	-	-	2,387,303
Intergovernmental revenue	40,285	708,073	10,375,617	1,636,253	2,815,574	890,561	16,466,363
Federal grants	15,767	-	1,396,501	-	-	-	1,412,268
Investment income	252,752	305,621	37,696	116,289	36,699	5,575	754,632
Miscellaneous revenues	1,447	-	404	67,628	5,010	-	74,489
Total revenues	2,786,574	1,013,694	11,933,190	4,207,473	4,089,548	896,136	24,926,615
Expenditures							
Salaries	1,230,696	202,279	1,598,594	825,302	1,758,281	22,596	5,637,748
Employee benefits	513,131	76,259	615,553	391,862	736,087	13,141	2,346,033
Professional/contractual services	150,707	279,904	2,231,954	760,738	103,558	128,973	3,655,834
Services	385,763	20,751	199,305	425,807	382,219	75	1,413,920
Commodities	67,439	5,502	76,631	252,779	71,572	-	473,923
Capital outlay	26,922	60,517	105,506	151,697	61,211	714,745	1,120,598
Grants and aids	2,827,629	-	5,936,324	-	-	-	8,763,953
Administrative overhead allocated	(1,396,093)	62,862	494,892	272,650	557,628	8,061	-
Total expenditures	3,806,194	708,074	11,258,759	3,080,835	3,670,556	887,591	23,412,009
Excess (deficiency) of revenues over expenditures	(1,019,620)	305,620	674,431	1,126,638	418,992	8,545	1,514,606
Other financing sources (uses)							
Sale of general fixed assets	-	-	-	16,381	3,420	-	19,801
Transfers in	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-
Total other financing sources (uses)	-	-	-	16,381	3,420	-	19,801
Net change in fund balance	(1,019,620)	305,620	674,431	1,143,019	422,412	8,545	1,534,407
Fund balance, beginning of year	15,614,649	1,712,189	1,817,452	5,137,085	1,925,521	280,442	26,487,338
Fund balance, end of year	$14,595,029	$2,017,809	$2,491,883	$6,280,104	$2,347,933	$288,987	$28,021,745

The accompanying notes to financial statements
are an integral part of this statement.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2018

Net change in fund balances-total governmental funds		$ 1,534,407
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.		
Capital outlay expenditures	1,164,920	
Depreciation expense	(555,255)	609,665
The net effect of various miscellaneous transactions involving capital assets (i.e. sales and disposals) is to decrease net position.		(7,519)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:		
Change in net pension liability and deferred inflows/outflows related to pensions	(357,123)	
Change in total OPEB liability	(105,013)	
Change in compensated absences liability	(11,997)	(474,133)
Change in net position of governmental activities		$ 1,662,420

The accompanying notes to financial statements
are an integral part of this statement.

(1) Summary of Significant Accounting Policies:

The Northwest Florida Water Management District (the District) was established by the Florida Water Resources Act of 1972, Chapter 72-299, Laws of Florida, and operates under Chapter 373, Florida Statutes. It was the State of Florida Legislature's stated intent in establishing the District and other Districts to: provide for the management of water and related land resources; promote the conservation, development, and proper utilization of surface and ground water; develop and regulate dams, impoundments, reservoirs, and other works, and to provide water storage for beneficial purposes; prevent damage from floods, soil erosion, and excessive drainage; preserve natural resources, fish and wildlife; promote recreational development, protect public lands, and assist in maintaining the navigability of rivers and harbors; and otherwise promote the health, safety, and the general welfare of the people of the State of Florida.

The District encompasses all or part of sixteen counties in the northwestern part of Florida. There are nine members of the District Governing Board. Each member resides within the District and is appointed by the Governor and confirmed by the Senate. The Board members are appointed for a four-year term.

The District's financial statements are prepared in accordance with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board (GASB) is responsible for establishing accounting principles generally accepted in the United States of America for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established in accounting principles generally accepted in the United States of America and used by the District are discussed below:

(a) **Reporting entity**— As required by accounting principles generally accepted in the United States of America, these financial statements present the District as a component unit of the State of Florida. Based on the criteria listed below the State of Florida is considered the primary government.

A primary government is financially accountable for an organization if: (1) it appoints a voting majority of the organization's governing board; (2) it is able to impose its will on the organization; or (3) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the primary government. Based upon these criteria, the District is considered to be a component unit of the State of Florida and is disclosed in the State of Florida's financial statements.

The accompanying financial statements present the primary government only since there are no component units for which the government is considered to be financially accountable.

(b) **Financial reporting structure—** The basic financial statements include both government-wide (based on the District as a whole) and fund financial statements.

Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the District. For the most part, the effect of interfund activity has been removed from these statements. The focus of the government-wide statements is on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. Governmental activities, which normally are supported by taxes and intergovernmental revenues are reported.

(1) **Summary of Significant Accounting Policies:** (Continued)

(b) **Financial reporting structure** (Continued)

The governmental-wide statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Administrative overhead, including centralized expenses, are directly allocated to specific functions and are included in direct expenses. 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 function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues. Program revenues are netted within program expenses in the statement of activities to present the net cost of each program.

Fund Financial Statements

The emphasis of fund financial statements is on the District's major funds, each presented in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The District's transactions are recorded in the following fund types:

- General Fund—is the principal operating fund used to account for most of the District's general activities.
- Special Revenue Fund—accounts for proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service and capital projects.
- Capital Projects Fund—accounts for and reports financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

The District reports the following major governmental funds:

General Fund—is the District's primary operating fund. It accounts for all financial resources of the District except those required to be accounted for in another fund.

Projects Fund—accounts for all resources management projects and activities funded through dedicated revenue sources from grants and contracts with state, federal, local government entities, or water utility authorities.

Lands Management Fund—accounts for activities associated with the management, improvement, and maintenance of District owned lands. State appropriations, sales of timber, and use of fund balance provide the primary funding source for District land management activities.

Regulation Fund—accounts for all regulatory activities including consumptive use permitting and monitoring; well construction permitting and plugging, construction and repair of dams; and environmental resource permitting program (ERP). These activities are primarily funded by State appropriation, permit fees and fines, and ad valorem taxes.

(1) **Summary of Significant Accounting Policies:** (Continued)

(b) **Financial reporting structure** (Concluded)

Mitigation Fund—accounts for all resource management mitigation projects and activities funded through dedicated Florida Department of Transportation funding sources. Expenditures include land acquisitions, restorations, monitoring, and other water resource related activities.

Capital Projects Fund—accounts for the acquisition of fixed assets or construction of major capital projects.

(c) **Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide 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. Nonexchange transactions in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange include property taxes, entitlements, and donations. Property taxes are recognized as revenues in the year for which they are received. Grants and similar items are recognized as revenues 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 government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, certain expenditure relating to future periods, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, intergovernmental revenues, licenses, 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. All other revenue items are considered to be measurable and available only when cash is received by the government.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

(1) **Summary of Significant Accounting Policies:** (Continued)

(d) **Deposits and Investments**—The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the District to invest in direct obligations of the U.S. Treasury, Local Government Surplus Funds Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1968, SEC registered money market funds with the highest credit quality rating and savings and interest-bearing time deposits or savings accounts in qualified public depositories.

Investments for the District are reported at fair value. The Local Government Surplus Fund Investment Pool (Florida PRIME) operates in accordance with appropriate state laws and regulations. As a Florida PRIME participant, the District invests in pools of investments whereby the District owns a share of the respective pool, not the underlying securities.

(e) **Receivables and payables**—Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

(f) **Property taxes**—The District is authorized by Section 373.503, Florida Statutes, to levy ad valorem taxes on all real and personal property located within the District not to exceed .05 mills. The rate for the 2017-2018 fiscal year was 0.0353 mills. The property assessment and tax collection functions are performed by appropriate officials of county government in each of the sixteen counties comprising the District. Commissions are paid to the counties for these appraisal and collection services.

(g) **Capital assets—** Capital assets, which include property, plant and equipment, are reported in the applicable governmental activities columns in the government-wide financial statements. Capital assets are defined by the District as equipment assets with an initial, individual cost of more than $1,000 (amount not rounded) and an estimated useful life of one year or more, and other assets with an initial, individual cost of more than $50,000 (amount not rounded) and an estimated useful life of one year or more. Such assets are recorded at historical cost or estimated historical cost, plus any ancillary charges (freight and transportation charges, site preparation costs, installation costs, and professional fees) necessary to place the asset into its intended location and condition for use. Donated capital assets are recorded at estimated fair market value at the date of donation.

Additions, improvements, and other capital outlay that significantly extend the useful life of an asset are capitalized. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

(1) **Summary of Significant Accounting Policies:** (Continued)

(g) **Capital assets**—(Continued)

Assets	Years
Infrastructure	50
Buildings	40
Leasehold Improvements	10
Field Equipment	7
Office Equipment	7
Vehicles and Water Craft	7
Lawn Maintenance Equipment	5
Computer and Technical Equipment and software	3

(h) **Long-term Obligation—** In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position.

(i) **Compensated absences—** It is the District's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation pay is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

(j) **Deferred outflows/inflows of resources—** Deferred outflows of resources represent the consumption of net position that is applicable to a future reporting period and will not be recognized as an outflow of resources (expense) until that future time. Deferred inflows of resources represent the acquisition of net position that is applicable to a future reporting period and will not be recognized as an inflow of resources (revenue) until that future time. Deferred outflows have a positive effect on net position, similar to assets, while deferred inflows have a negative effect on net position, similar to liabilities.

Pension and OPEB Related Deferred Inflows and Outflows represent the difference between expected and actual experience with regard to economic or demographic factors and changes to assumptions in the measurement of total pension liability, and the differences between expected and actual earnings on pension plan investments, and changes in the District's proportionate share of pension contributions. These amounts are reported as deferred inflows or outflows of resources, to be recognized in expense over time. Also included in deferred outflows are amounts contributed to the pension plans subsequent to the measurement date. See Note 11 for more information on Pension Related Deferred Inflows and Outflows, and Note 13 for OPEB related Deferred Inflows and Outflows.

(k) **Fund Balances—** The District has implemented GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balance more transparent. The following classifications describe the relative strength of the spending constraints:

- Nonspendable Fund Balance—includes amounts that cannot be spent because they are either: (a) not in spendable form; or (b) are legally or contractually required to be maintained intact.

(1) **Summary of Significant Accounting Policies:** (Continued)

(k) **Fund Balances**— (Continued)

- Restricted Fund Balance—includes amounts for which constraints have been placed on the use of the resources either: (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

- Committed Fund Balance—Includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the District's Governing Board. These amounts cannot be used for any other purpose unless the District's Governing Board removes or changes the specified use by taking the same type of action (Resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The District established an Economic Stabilization Reserve equal to two months of the tentative operating expenditure budget. Use of the Economic Stabilization Fund is limited to the following circumstances:

  - When a state of emergency is declared by the Governor of Florida or the President of the United States that impacts the region served by the District.

  - When the Governing Board determines through the adoption of a resolution that: (a) an emergency or other extreme circumstance has arisen that creates an unanticipated need for additional revenues that are not available through other funding sources; (b) the underlying condition directly impacts the citizens and/or environment within District boundaries; and (c) remedial action cannot wait until the next fiscal year. In the event of an emergency, the Executive Director or his/her designee may take necessary action as a time sensitive matter.

- Assigned Fund Balance—Assigned fund balance consists of amounts that are constrained by a less than formal action of the District's Governing Board, or by an individual body to whom the Governing Board has delegated this responsibility. The District has delegated this responsibility to the Executive Director. Assignment of fund balance may be made for a specific purpose that is narrower than the general purposes of the fund and to reflect the appropriation of a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year's budget including any amendments thereto.

- Unassigned Fund Balance—Includes the residual fund balance that may be used for yet to be determined purposes in the general fund only.

(l) **Flow Assumption—** The District uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this. Additionally, the District would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made, with the exception of the Economic Stabilization Reserve established by the District's Governing Board.

(m) **Use of Estimates** — The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

(2) Deposits and Investments:

Deposits -At year-end, the District had carrying amounts of deposits of $219,657 and bank balances of $615,585. The District also had cash on hand of $250. In addition, the District had $80,919 that is being held in escrow with the Florida Department of Financial Services on behalf of a company whose permit requires certain mitigation be performed. Of the bank balances, $615,585 was covered by Federal depository insurance or by collateral held by the District's custodial bank, which is pledged to a state trust fund that provides security in accordance with Florida Security for Deposits Act, Chapter 280, for amounts held in excess of FDIC coverage.

The Florida Security for Public Deposits Act established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral.

Investments—The foremost objective of the District's investment policy is the safety of capital and liquidity of funds. Achieving an optimal rate of return is of secondary importance as compared to the safety and liquidity of funds. The District's investment policy limits investments to those relatively low risk securities authorized in anticipation of earning a fair return relative to the risk being assumed. How the District manages credit risk, interest rate risk, and custodial credit risk is as follows:

Investments of $40,574,844 represent amounts held with the Florida State Board of Administration, Local Government Surplus Funds Trust (PRIME Fund). The fund invests in money market and U.S. treasury notes, collateralized mortgage obligations, asset backed securities, agency notes, agency ARM pass-through, corporate bonds, government related securities, and certificates of deposit. This fund is carried at amortized cost. Amortized cost includes accrued income and is a method of calculating an investment's value by adjusting its acquisition cost for amortization of discount or premium over the period from purchase to maturity. Thus, the balance in the fund is its fair value. The State Board of Administration (SBA)'s interpretation of GASB Statement No. 79 is that the Florida PRIME investment pool currently meets all necessary criteria to measure its investments at amortized cost. Therefore, as a participant in the Florida SBA's Florida PRIME investment pool, the District's investments in Florida PRIME were also measured at amortized cost for fiscal year 2017-2018. There were no limitations or restrictions on participant withdrawals including items such as redemption notices, maximum transaction amounts, and the pool's authority to impose liquidity fees or redemption gates.

- Credit Risk—The District minimizes credit risk, the risk of loss due to failure of the security, by limiting investments to authorized investments. The Local Government Surplus Funds Trust (PRIME Fund) is rated by Standards & Poors. The current rating is AAAm. The Investment Manager of Florida PRIME managements credit risk by purchasing only high quality securities, performing a credit analysis to develop a database of issuers and securities that meet the Investment manager's minimum standard and by regularly reviewing the portfolio's securities financial data, issuer news and developments, and ratings of the nationally recognized statistical rating organizations.

- Interest Rate Risk—The District manages its exposure to declines in fair values of investments by investing operating funds primarily in shorter-term securities and the Florida SBA's Florida PRIME. The weighted average days to maturity of the Local Government Surplus Funds Trust at September 30, 2018, was 33 days. Next interest rate reset dates for floating rate securities are used in the calculation of the weighted average days to maturity.

(2) **Deposits and Investments:** (Continued)

Investments—(Continued)

- Custodial Credit Risk—Investments are subject to custodial credit risk if the securities are uninsured, not registered in the District's name, and are held by the party that either sells to or buys for the District. No investments held at year-end were subject to custodial credit risk. The Florida SBA's Florida PRIME does participate in securities lending, but the District owns shares of the Florida PRIME and not the underlying investments. Neither the District nor Florida Prime has participated in securities lending program in the fiscal year ended September 30, 2018.

(3) **Unearned Revenue:**

Governmental funds report unearned revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of unearned revenue reported in the governmental funds were as follows:

	Unavailable	Unearned
Grant drawdowns prior to meeting all eligibility requirements	$ -	$ 14,015,774
Advance payments received on Timber sales	-	13,032
Advance payment received from Phipps Park endowment	-	62,000
Unearned Revenue for Governmental Funds	$ -	$ 14,090,806

(4) **Interfund Receivables and Payables:**

Interfund receivables/payables represent temporary loans to fund expenditures of other funds. At September 30, 2018, the balances in these accounts consist of the following:

	Receivable	Payable
General Fund	$ 2,725,898	$ 579,532
Projects Fund	-	2,456,309
Lands Management Fund	515,028	-
Regulation Fund	64,504	-
Mitigation Fund	-	165,535
Capital Projects Fund	-	104,054
Total	$ 3,305,430	$ 3,305,430

(5) Capital Assets:

Capital asset activity for the year ended September 30, 2018, was as follows:

Governmental Activities:	Balance 9/30/17	Increases	Decreases	Balance 9/30/18
Capital Assets, Not Being Depreciated:				
Land	$152,603,297	$ 80,703	$ -	$152,684,000
Capital Easements	19,859,469	621,162	-	20,480,631
Construction in Progress	145,279	36,664	(137,530)	44,413
Total Capital Assets Not Being Depreciated	172,608,045	738,529	(137,530)	173,209,044
Capital Assets Being Depreciated:				
Buildings and Improvements	3,205,354	64,486	-	3,269,840
Infrastructure	3,272,786	98,604	-	3,371,390
Furniture and Equipment	5,739,736	400,830	(514,596)	5,625,970
Total Capital Assets Being Depreciated	12,217,876	563,920	(514,596)	12,267,200
Less Accumulated Depreciation For:				
Buildings and Improvements	1,166,502	80,806	-	1,247,308
Infrastructure	352,205	67,099	-	419,304
Furniture and Equipment	4,586,704	407,350	(507,078)	4,486,976
Total Accumulated Depreciation	6,105,411	555,255	(507,078)	6,153,588
Total Capital Assets Being Depreciated, Net of Depreciation	6,112,465	8,665	(7,518)	6,113,612
Governmental Activities Capital Assets, Net	$178,720,510	$ 747,194	$(145,048)	$179,322,656

Depreciation expense was charged to functions of the District as follows:

Governmental Activities	
Water Resources Planning and Monitoring	$ 152,327
Operation and Maintenance of Lands and Works	160,966
Regulation	12,096
Administration	229,866
Total Governmental Activities	$ 555,255

(6) Leases:

The District is committed under two noncancellable operating leases for office space. One of the noncancellable leases expires in October of 2018, and the other commences in February of 2019. Expenditures related to these lease agreements amounted to $55,268 during the year ended September 30, 2018. Future minimum lease payments for the noncancellable leases are as follows:

Year	Amount
2019	$ 72,895
2020	97,500
2021	97,500
2022	97,500
2023	97,500
Thereafter	520,000
Total	$ 982,895

(7) Long Term Debt:

Changes in Long-term Liabilities—Long-term liability activity for the year ended September 30, 2018, was as follows:

	Balance 9/30/2017	Additions	Deletions	Balance 9/30/2018	Due Within One Year
Governmental Activities					
Compensated Absences	$ 680,370	$ 549,928	$ (537,931)	$ 692,367	$ 692,367
Total OPEB Liability (as restated)	1,896,658	396,961	-	2,293,619	-
Net Pension Liability	6,089,866	-	(42,197)	6,047,669	-
Total	$ 8,666,894	$ 946,889	$ (580,128)	$ 9,033,655	$ 692,367

(8) Other Disclosures:

Risk Management — The District is exposed to various risks of loss related to torts; theft of damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance.

Contingent Liabilities — Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the Federal government and the State of Florida. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures, if any, which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any, to be immaterial.

(9) Contractual Commitments:

As of September 30, 2018, the District had the following commitments related to unfinished projects:

Projects	Expended as of September 30, 2018	Remaining Commitment
Local Infrastructure Improvement Projects	$ 8,562,134	$ 17,545,172
Agricultural Cost Sharing Agreement	301,001	1,089,809

(10) Restatement of Net Position:

Government Accounting Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions;* was issued June 2015 and was implemented for the District, beginning with its year ending September 30, 2018. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions. This Statement replaces the requirements of GASB Statement No. 45, *Accounting for Postemployment Benefits Other Than Pensions*, as well as the requirements of GASB Statement No. 57, *OPEB Measurements by Agent Employers and Agent Multiple- Employer Plan, for OPEB*, as they relate to OPEB liabilities being recorded in the statements of net position.

The District's implementation of this Statement has required the restatement of certain liabilities as deferred outflows or deferred inflows of resources in the Statement of Net Position. Statement No. 75 established standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expenses. Recognition of these liabilities requires a restatement to the prior year's net position in the governmental activities. The impact of the restatement on the governmental activities beginning net position at September 30, 2017, are as follows:

Net position- September 30, 2017, as originally reported	$ 199,681,582
Recording of beginning OPEB liability	(1,502,327)
Net Position- September 30, 2017, as restated	$ 198,179,255

(11) Employees' Retirement Plans:

A. Florida Retirement System

Plan Description and Administration

The District participates in the Florida Retirement System (FRS), a multiple-employer, cost sharing defined public employee retirement system which covers all of the District's full-time employees. The System is a noncontributory retirement plan, administered by the State of Florida, Department of Administration, Division of Retirement to provide retirement and survivor benefits to participating public employees. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. The FRS is a single retirement system administered by the Department of Management Services, Division of Retirement, and consists of two cost-sharing, multiple-employer retirement plans and other nonintegrated programs. These include a defined-benefit pension plan (Plan), with a Deferred Retirement Option Program (DROP), and a defined-contribution plan, referred to as the FRS Investment Plan (Investment Plan).

In addition, all regular employees of the District are eligible to enroll as members of the Retiree Health Insurance Subsidy (HIS) Program. The HIS is a cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. For the fiscal year ended September 30, 2018, eligible retirees and beneficiaries received 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.

Benefits Provided and Employees Covered

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Members of both Plans may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments. Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement plan and/or class to which the member belonged when the service credit was earned.

(11) **Employees' Retirement Plans:** (Continued)

Benefits Provided and Employees Covered (Continued)

Deferred Retirement Option Program (DROP), subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months.

During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

Employees may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Employer and employee contributions are defined by law, but the ultimate benefit depends in part on the performance of investment funds. The Investment Plan is funded by employer and employee contributions that are based on salary and membership class (Regular, DROP, etc.). Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Employees in the Investment Plan vest at one year of service.

Financial Statements

Financial statements and other supplementary information of the FRS are included in the State's Comprehensive Annual Financial Report, which is available from the Florida Department of Financial Services, Bureau of Financial Reporting Statewide Financial Reporting Section by mail at 200 E. Gaines Street, Tallahassee, Florida 32399-0364; by telephone at (850) 413-5511; or at the Department's Web site (www.myfloridacfo.com). An annual report on the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from:

Florida Department of Management Services
Division of Retirement, Research and Education Services
P.O. Box 9000
Tallahassee, FL 32315-9000
850-488-5706 or toll free at 877-377-1737

Contributions

Employers may participate in certain classes of FRS membership. The employee contribution rate for eligible employees are 3.0%. Each class has descriptions and employer contribution rates in effect during the fiscal year ended September 30, 2018, as follows (contribution rates are in agreement with the actuarially determined rates):

FRS Membership Plan & Class	Through June 30, 2018	After June 30, 2018
Regular Class	7.92%	8.26%
DROP	13.26%	14.03%
Senior Management	22.71%	24.06%

Current-year employer HIS contributions were made at a rate of 1.66% of covered payroll, included in the above rates.

(11) **Employees' Retirement Plans:** (Continued)

Contributions (Continued)

Actual contributions made for District employees participating in FRS and HIS for the plan year ended June 30, 2018, were as follows:

District Contributions – FRS	$ 408,977
District Contributions – HIS	88,397
Employee Contributions – FRS	159,753

Net Pension Liability, Pension Expense, and Deferred Outflows and Inflows of Resources Related to Pensions

At September 30, 2018, the District reported a net pension liability related to FRS and HIS as follows:

Plan	Net Pension Liability
FRS	$ 4,322,434
HIS	1,725,235
Total	$ 6,047,669

The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The employer proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating governmental entities, as actuarially determined. At June 30, 2018 and June 30, 2017, the District's proportionate share of the FRS and HIS net pension liabilities were as follows:

Plan	2018	2017
FRS	0.014350464%	0.01454766%
HIS	0.016300234%	0.01671051%

For the plan year ended June 30, 2018, pension expense was recognized related to the FRS and HIS plans as follows:

FRS	$ 755,355
HIS	104,318
Total	$ 859,673

(11) **Employees' Retirement Plans:** (Continued)

Net Pension Liability, Pension Expense, and Deferred Outflows and Inflows of Resources Related to Pensions (Continued)

Deferred outflows/inflows related to pensions:

At September 30, 2018, deferred outflows of resources and deferred inflows of resources related to pensions were recorded from the following sources:

	FRS		HIS	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 366,175	$ (13,290)	$ 26,413	$ (2,931)
Changes of assumptions	1,412,361	-	191,867	(182,406)
Net different between projected and actual investment earnings	-	(333,961)	1,041	-
Change in proportionate share	163,027	(410,087)	-	(116,549)
Contributions subsequent to measurement date	114,159	-	23,162	-
	$ 2,055,722	$ (757,338)	$242,483	$ (301,886)

The above amounts for deferred outflows of resources for contributions related to pensions resulting from employer contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the year ended September 30, 2019.

Other amounts reported as deferred outflows and deferred inflows of resources related to pensions being amortized for a period of greater than one year will be recognized in pension expense in succeeding years as follows:

2019	$ 493,596
2020	280,490
2021	(24,247)
2022	213,352
2023	134,027
Thereafter	4,442
Total	$ 1,101,660

(11) **Employees' Retirement Plans:** (Continued)

Net Pension Liability, Pension Expense, and Deferred Outflows and Inflows of Resources Related to Pensions (Continued)

Actuarial assumptions:

The actuarial assumptions for both defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS was completed in 2014 for the period July 1, 2008, through June 30, 2013. Because HIS is funded on a pay-as-you-go basis, no experience study has been completed.

The total pension liability for each of the defined benefit plans was determined by an actuarial valuation, using the entry age normal actuarial cost method. Inflation increases for both plans is assumed at 2.60%. Payroll growth, including inflation, for both plans is assumed at 3.25%. Both the discount rate and the long-term expected rate of return used for FRS investments is 7.00%. This rate decreased from the prior year rate, which was 7.10%. The 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. Because HIS Program uses a pay-as-you-go funding structure, a municipal bond rate of 3.87% was used to determine the total pension for the program. This rate increased from the prior year rate, which was 3.58%. Mortality assumptions for both plans were based on the Generational RP-2000 with Projection Scale BB tables.

Long-term expected rate of return:

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in October 2018, the FRS Actuarial Assumptions conference reviewed long-term assumptions developed by both Milliman's capital market assumptions team and by a capital market assumptions team from Aon Hewitt Investment Consulting, which consults to the Florida State Board of Administration. The table below shows Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. 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. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	Target Allocation	Long-Term Arithmetic Expected Rate of Return
Cash	1.0%	2.9%
Fixed income	18.0%	4.4%
Global equities	54.0%	7.6%
Real estate	11.0%	6.6%
Private equity	10.0%	10.7%
Strategic investments	6.0%	6.0%
Total	100.0%	

(11) **Employees' Retirement Plans:** (Continued)

Sensitivity of the net pension liability to changes in the discount rate:

The following presents the proportionate shares of the FRS and HIS net pension liability of the District calculated using the current discount rates, as well as what the District's net pension liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

Plan	Current Discount Rate	NPL with 1% Decrease	NPL at Current Discount Rate	NPL with 1% Increase
FRS	7.00%	$ 7,888,624	$ 4,322,434	$ 1,360,503
HIS	3.87%	1,964,942	1,725,235	1,525,426

(12) **Recent Accounting Pronouncements:**

The Governmental Accounting Standards Board ("GASB") has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for subsequent fiscal years that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the District's financial statements:

(a) GASB issued Statement No. 83, *Certain Asset Retirement Obligations*, in November 2016. GASB 83 addresses accounting and financial reporting for certain asset retirement obligations (AROs), which are legally enforceable liabilities associated with the retirement of a tangible capital asset. The provisions in GASB 83 are effective for periods beginning after June 15, 2018.

(b) GASB issued Statement No. 87, *Leases*, in June 2017. GASB 87 increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The provisions in GASB 87 are effective for periods beginning after December 15, 2019.

(13) **Other Post-Employment Benefits (OPEB):**

Plan Description—Effective October 1, 2017, the District implemented GASB Statement No. 75, *Accounting and Reporting for Post-Employment Benefits Other Than Pensions*, for certain post-employment healthcare benefits provided by the District. The District elected to implement the requirements of this statement prospectively. No assets are held in trust for payment of the OPEB liability as the District had no OPEB liability other than as arising from the implicit rate subsidy, as discussed in the following paragraph.

Retirees and their dependents are permitted to remain covered under the District's respective health care plans as long as they pay a full premium applicable to the coverage elected. This conforms to the minimum required of Florida governmental employers per Chapter 112.08, Florida Statutes. The Other Post-Employment Benefit Plan does not issue a stand-alone report.

(13) **Other Post-Employment Benefits (OPEB):** (Continued)

Benefits Provided—The Other Post Employment Benefit Plan is a single-employer benefit plan administered by the District. Retirees are charged whatever the insurance company charges for the type of coverage elected, however, the premiums charged by the insurance company are based on a blending of the experience among younger active employees and older retired employees. The older retirees actually have a higher cost which means the District is subsidizing the cost of the retiree coverage because it pays all or a significant portion of the premium on behalf of the active employee. GASB No. 75 calls this the "implicit rate subsidy."

Plan Membership—At October 1, 2017, the date of the latest actuarial valuation, plan participation consisted of the following:

Active Employees	90
Inactive Employees receiving benefits	17
	107

Total OPEB Liability—The District's total OPEB liability of $2,293,619 was measured as of September 30, 2018, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and Other Inputs—The total OPEB liability in the actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods in the measurement, unless otherwise specified:

Inflation	Implicit in expected payroll increases
Salary increases	2.0%
Investment rate of return	N/A; plan is not pre-funded
20-year AA Municipal bond rate	3.64%
Mortality	RP-2014 Headcount weighted, annuitant and non-annuitant, sex- distinct mortality table with MP-2018 improvement scale

The District does not a have a dedicated Trust to pay retiree healthcare benefits. The discount rate was based the 20-year AA Municipal bond rate as of September 30, 2018.

Changes in the OPEB liability for the fiscal year ended September 30, 2018, were as follows:

	Total OPEB Liability
Balance at September 30, 2017	$ 1,896,658
Changes for a year:	
Service cost	93,471
Interest	57,559
Differences between expected and actual experience	(137,900)
Changes of actuarial assumptions	455,324
Benefit payments – implicit rate subsidy	(71,493)
Net changes	396,961
Balance at September 30, 2018	$ 2,293,619

(13) **Other Post-Employment Benefits (OPEB):** (Continued)

Sensitivity of the total OPEB liability to changes in the discount rate:

The following presents the total OPEB liability of the District calculated using the discount rate of 3.64%, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is 1% lower (2.64%) or 1% higher (4.64%) than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
Total OPEB Liability	$ 2,037,689	$ 2,293,619	$ 2,599,448

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rate:

The following presents the total OPEB liability of the District as well as what the District's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (3.50%) or 1% higher (5.50%) than the current healthcare cost trend rates (4.50%):

	1% Decrease	Current Trend Rates	1% Increase
Total OPEB Liability	$ 2,507,358	$ 2,293,619	$ 2,101,638

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended September 30, 2018, the District recognized OPEB expense of $101,618. At September 30, 2018, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB form the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ 126,833
Changes of assumptions	418,781	-
Total	$ 418,781	$ 126,833

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense in succeeding years as follows:

2019	$ 25,476
2020	25,476
2021	25,476
2022	25,476
2023	25,476
Thereafter	164,568
Total	$ 291,948

(14) Mitigation Bank Financial Responsibility Assurances

The District is authorized by Section 373.4136, Florida Statutes, to permit the establishment of mitigation banks. As part of the permit application, the establishment of a mitigation bank is required to demonstrate the financial ability to conduct the mitigation activities, any necessary management of the site, monitoring of the mitigation, and any necessary correction action indicated by the monitoring. The mitigation banks can provide the demonstrated financial assurance by obtaining a surety bond, performance bond, irrevocable letter of credit, or establishing a trust fund. If a bond or an irrevocable letter of credit is used, a standby trust fund shall be established in which all payments under the bonds or letters of credit shall be directly deposited. If the mitigation bank fails to comply with the terms and conditions of the permit, the District may draw upon the financial assurance provided by the mitigation bank. As of September 30, 2018, the District had $0 of financial assurances provided by the various mitigation banks.

REQUIRED SUPPLEMENTAL INFORMATION

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
Revenues				
Property taxes	$ 1,203,060	$ 1,203,060	$ 2,476,323	$ 1,273,263
Intergovernmental revenue	107,647	67,790	40,285	(27,505)
Federal grants	-	-	15,767	15,767
Investment income	-	-	252,752	252,752
Miscellaneous revenues	-	-	1,447	1,447
Total revenues	1,310,707	1,270,850	2,786,574	1,515,724
Expenditures				
Salaries	1,340,957	1,316,517	1,230,696	85,821
Employee benefits	583,034	582,143	513,131	69,012
Professional/contractual services	188,200	182,347	150,707	31,640
Services	506,526	506,872	385,763	121,109
Commodities	84,403	88,910	67,439	21,471
Capital outlay	106,993	106,993	26,922	80,071
Grants and aids	6,639,695	6,639,695	2,827,629	3,812,066
Administrative overhead allocated	(1,499,406)	(1,512,932)	(1,396,093)	(116,839)
Total expenditures	7,950,402	7,910,545	3,806,194	4,104,351
Excess (deficiency) of revenues over expenditures	(6,639,695)	(6,639,695)	(1,019,620)	5,620,075
Other financing sources (uses)				
Transfers in	1,034,056	1,034,056	-	(1,034,056)
Transfers out	(500,000)	(512,331)	-	512,331
Total other financing sources (uses)	534,056	521,725	-	(521,725)
Net change in fund balance	(6,105,639)	(6,117,970)	(1,019,620)	5,098,350
Fund balance, beginning of year	15,614,649	15,614,649	15,614,649	-
Fund balance, end of year	$ 9,509,010	$ 9,496,679	$ 14,595,029	$ 5,098,350

The accompanying notes to required supplementary information are an integral part of this schedule.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - PROJECTS FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
Revenues				
Property taxes	$ 217,791	$ 217,791	$ 122,972	$ (94,819)
Intergovernmental revenue	31,423,501	31,552,343	10,375,617	(21,176,726)
Federal grants	2,979,477	2,979,477	1,396,501	(1,582,976)
Investment income	-	-	37,696	37,696
Miscellaneous revenues	-	-	404	404
Total revenues	34,620,769	34,749,611	11,933,190	(22,816,421)
Expenditures				
Salaries	1,661,996	1,686,436	1,598,594	87,842
Employee benefits	643,493	644,384	615,553	28,831
Professional/contractual services	5,081,027	5,179,129	2,231,954	2,947,175
Services	288,972	288,972	199,305	89,667
Commodities	94,156	111,054	76,631	34,423
Capital outlay	265,013	252,013	105,506	146,507
Grants and aids	26,801,039	26,801,039	5,936,324	20,864,715
Administrative overhead allocated	498,766	510,552	494,892	15,660
Total expenditures	35,334,462	35,473,579	11,258,759	24,214,820
Excess (deficiency) of revenues over (under) expenditures	(713,693)	(723,968)	674,431	1,398,399
Other financing sources (uses)				
Transfers in	500,000	512,331	-	(512,331)
Total other financing sources (uses)	500,000	512,331	-	(512,331)
Net change in fund balance	(213,693)	(211,637)	674,431	886,068
Fund balance, beginning of year	1,817,452	1,817,452	1,817,452	-
Fund balance, end of year	$ 1,603,759	$ 1,605,815	$ 2,491,883	$ 886,068

The accompanying notes to required supplementary information are an integral part of this schedule.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - LAND MANAGEMENT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
Revenues				
Property taxes	$ -	$ 12,015	$ -	$ (12,015)
Permits and licenses	-	-	-	-
Timber sales	2,000,000	2,000,000	2,387,303	387,303
Intergovernmental revenue	1,646,712	1,614,449	1,636,253	21,804
Federal grants	-	-	-	-
Investment income	25,516	25,516	116,289	90,773
Miscellaneous revenues	39,624	94,237	67,628	(26,609)
Total revenues	3,711,852	3,746,217	4,207,473	461,256
Expenditures				
Salaries	875,333	849,702	825,302	24,400
Employee benefits	420,339	420,339	391,862	28,477
Professional/contractual services	1,008,414	1,006,482	760,738	245,744
Services	485,181	485,181	425,807	59,374
Commodities	342,104	398,649	252,779	145,870
Capital outlay	342,601	342,601	151,697	190,904
Administrative overhead allocated	280,304	274,525	272,650	1,875
Total expenditures	3,754,276	3,777,479	3,080,835	696,644
Excess (deficiency) of revenues over (under) expenditures	(42,424)	(31,262)	1,126,638	1,157,900
Other financing sources (uses)				
Sale of general fixed assets	-	-	16,381	16,381
Transfers out	(1,034,056)	(1,034,056)	-	1,034,056
Total other financing sources (uses)	(1,034,056)	(1,034,056)	16,381	1,050,437
Net change in fund balance	(1,076,480)	(1,065,318)	1,143,019	2,208,337
Fund balance, beginning of year	5,137,085	5,137,085	5,137,085	-
Fund balance, end of year	$ 4,060,605	$ 4,071,767	$ 6,280,104	$ 2,208,337

The accompanying notes to required supplementary information are an integral part of this schedule.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - REGULATION FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
Revenues				
Property taxes	$ 1,974,366	$ 1,962,351	$ 766,795	$ (1,195,556)
Permits and licenses	384,569	384,569	465,470	80,901
Intergovernmental revenue	2,141,685	2,153,700	2,815,574	661,874
Federal grants	14,257	14,257	-	(14,257)
Investment income	3,750	3,750	36,699	32,949
Miscellaneous revenues	4,250	4,250	5,010	760
Total revenues	4,522,877	4,522,877	4,089,548	(433,329)
Expenditures				
Salaries	2,076,783	2,076,783	1,758,281	318,502
Employee benefits	912,929	912,929	736,087	176,842
Professional/contractual services	169,941	165,966	103,558	62,408
Services	538,722	538,252	382,219	156,033
Commodities	94,915	98,790	71,572	27,218
Capital outlay	97,795	98,365	61,211	37,154
Grants and aids	-	-	-	-
Administrative overhead allocated	646,792	647,367	557,628	89,739
Total expenditures	4,537,877	4,538,452	3,670,556	867,896
Excess (deficiency) of revenues over expenditures	(15,000)	(15,575)	418,992	434,567
Other financing sources (uses)				
Sale of general fixed assets	-	-	3,420	3,420
Transfers out	-	-	-	-
Total other financing sources (uses)	-	-	3,420	3,420
Net change in fund balance	(15,000)	(15,575)	422,412	437,987
Fund balance, beginning of year	1,925,521	1,925,521	1,925,521	-
Fund balance, end of year	$ 1,910,521	$ 1,909,946	$ 2,347,933	$ 437,987

The accompanying notes to required supplementary information are an integral part of this schedule.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - MITIGATION FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
Revenues				
Intergovernmental revenue	$ 950,523	$ 951,378	$ 708,073	$ (243,305)
Investment income	70,000	70,000	305,621	235,621
Total revenues	1,020,523	1,021,378	1,013,694	(7,684)
Expenditures				
Salaries	235,561	235,561	202,279	33,282
Employee benefits	93,473	93,473	76,259	17,214
Professional/contractual services	561,486	561,199	279,904	281,295
Services	30,325	30,325	20,751	9,574
Commodities	23,766	24,053	5,502	18,551
Capital outlay	79,730	79,730	60,517	19,213
Administrative overhead allocated	71,182	71,469	62,862	8,607
Total expenditures	1,095,523	1,095,810	708,074	387,736
Excess (deficiency) of revenues over expenditures	(75,000)	(74,432)	305,620	380,052
Net change in fund balance	(75,000)	(74,432)	305,620	380,052
Fund balance, beginning of year	1,712,189	1,712,189	1,712,189	-
Fund balance, end of year	$ 1,637,189	$ 1,637,757	$ 2,017,809	$ 380,052

The accompanying notes to required supplementary information are an integral part of this schedule.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO SCHEDULES OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
SEPTEMBER 30, 2018

Notes to Budgetary Comparison Schedules:

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. All annual appropriations lapse at fiscal year-end.

The Board generally follows these procedures in establishing the budgetary data reflected in the financial statements:

In accordance with Florida Statutes, as amended July 1, 2012, prior to January 15 of each year, Water Management Districts must submit a Preliminary budget for the next fiscal year for legislative review. The preliminary budget will be used as the basis for developing the tentative budget. The tentative budget must be submitted to the District's Governing Board prior to July 15 and to the Executive Office of the Governor (EOG) and Legislature no later than August 1. The tentative budget proposes the operating budget for the fiscal year commencing the following October 1. The budget includes the proposed expenditures and the means of financing them for the upcoming year, along with the estimates for the current year and actual data for the prior year.

The budget is prepared at the Program and Activity level per the requirements of Section 373.536, Florida Statutes and presented to the Board by fund and budget category as required by Chapters 373 and 189, Florida Statutes.

- Public hearings are conducted to allow for taxpayer comment.
- Prior to September 30, the budget is legally enacted through adoption of a resolution by the District's Governing Board in a public hearing.
- The Director of Administration is required by the District to present a monthly financial report and schedule of disbursements to the Board.
- Revisions that alter the total expenditures of any fund or increase an activity by a cumulative amount in excess of $1,000,000 must be approved by the Executive Office of the Governor and noticed to the Legislative Budget Commission prior to noticing the budget amendment for a District's Governing Board meeting. Budget amendments must be approved under the requirement of Chapter 373 and 189, Florida Statutes.
- Formal budgetary integration is employed as a management control device during the year.
- Budgets for the governmental fund types are presented on a basis consistent with accounting principles generally accepted in the United States of America.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
LAST 10 FISCAL YEARS
(UNAUDITED)

	As of the Plan Year Ended June 30,			
	2018	**2017**	**2016**	**2015**
Florida Retirement System (FRS)				
Proportion of the net pension liability	0.014350464%	0.014547660%	0.016537167%	0.018788173%
Proportionate share of the net pension liability	$ 4,322,434	$ 4,303,100	$ 4,175,648	$ 2,426,745
Covered payroll	5,325,095	5,279,199	5,628,494	5,371,658
Proportionate share of the net pension liability as a percentage of covered payroll	81.17%	81.51%	74.19%	45.18%
Plan fiduciary net position as a percentage of the total pension liability	84.26%	83.89%	84.88%	92.00%
Health Insurance Subsidy Program (HIS)				
Proportion of the net pension liability	0.016300234%	0.016710517%	0.017533971%	0.017752284%
Proportionate share of the net pension liability	$ 1,725,235	$ 1,786,766	$ 2,043,512	$ 1,810,454
Covered payroll	5,325,095	5,279,199	5,628,494	5,371,658
Proportionate share of the net pension liability as a percentage of covered payroll	32.40%	33.85%	36.31%	33.70%
Plan fiduciary net position as a percentage of the total pension liability	2.15%	1.64%	0.97%	0.50%

Note 1: GASB 68 requires information for 10 years. However, until a full 10-year trend is compiled, the District will present information for only those years for which information is available.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF CONTRIBUTIONS
LAST 10 FISCAL YEARS
(UNAUDITED)

	As of the Plan Year Ended June 30, 2018			
	2018	**2017**	**2016**	**2015**
Florida Retirement System (FRS)				
Contractually required contribution	$ 408,977	$ 370,750	$ 426,894	$ 444,312
Contributions in relation to the contractually required contribution	(408,977)	(370,750)	(426,894)	(444,312)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll	$ 5,325,095	$ 5,279,199	$ 5,628,494	$ 5,371,658
Contributions as a percentage of covered payroll	7.68%	7.02%	7.58%	8.27%
Health Insurance Subsidy Program (HIS)				
Contractually required contribution	$ 88,397	$ 87,653	$ 93,433	$ 72,751
Contributions in relation to the contractually required contribution	(88,397)	(87,653)	(93,433)	(72,751)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll	$ 5,325,095	$ 5,279,199	$ 5,628,494	$ 5,371,658
Contributions as a percentage of covered payroll	1.66%	1.66%	1.66%	1.35%

Note 1: GASB 68 requires information for 10 years. However, until a full 10-year trend is compiled, the District will present information for only those years for which information is available.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS
LAST 10 FISCAL YEARS
(UNAUDITED)

	2018
Total OPEB Liability	
Service cost	$ 93,471
Interest	57,559
Experience (gains)/losses	(137,900)
Changes of assumptions	455,324
Benefit payments - implicit rate subsidy	(71,493)
Net change in total OPEB liability	396,961
Total OPEB liability - beginning of year	1,896,658
Total OPEB liability - end of year	$ 2,293,619

Notes to Schedule:

Valuation date: 9/30/2018

Changes of assumptions and other changes reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

2017	3.00%
2018	3.64%

*10 years of data will be presented as it becomes available.

OTHER REPORTS AND SCHEDULES

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2018

Federal Grantor/Pass Through Grantor/Program Title	CFDA Number	Contract Number	Expenditures	Amounts Provided to Sub-recipients
FEDERAL AWARDS				
U.S Department of Homeland Security				
Cooperating Technical Partners	97.045	EMA-2009-CA-5937	$ 79,017	$ -
Cooperating Technical Partners	97.045	EMA-2010-CA-5085	253,241	-
Cooperating Technical Partners	97.045	EMA-2011-CA-5142	80,651	-
Cooperating Technical Partners	97.045	EMA-2012-CA-5261	3,550	-
Cooperating Technical Partners	97.045	EMA-2013-CA-5352	92,710	-
Cooperating Technical Partners	97.045	EMA-2014-CA-00047	249,966	-
Cooperating Technical Partners	97.045	EMA-2015-CA-00043	10,379	-
Cooperating Technical Partners	97.045	EMA-2016-CA-00003	285,784	-
Cooperating Technical Partners	97.045	EMA-2017-CA-00003	316,998	-
Public Assistance	97.036	Z0351	15,767	-
			1,388,063	-
U.S Environmental Protection Agency				
Passed through State of Florida, Department of Environmental Protection				
Nonpoint Source Implementation Grants	66.46	NF021	24,205	-
TOTAL FEDERAL EXPENDITURES			1,412,268	-

State Grantor/Pass Through Grantor/Program Title	CSFA Number	Contract Number	Expenditures	Amounts Provided to Sub-recipients
STATE FINANCIAL ASSISTANCE				
Florida Department of Environmental Protection				
Statewide Surface Water Restoration and Wastewater Projects	37.039	MN004	129,975	-
Statewide Surface Water Restoration and Wastewater Projects	37.039	-	5,400	-
Statewide Surface Water Restoration and Wastewater Projects	37.039	S0810	2,958,070	2,958,070
			3,093,445	2,958,070
Water Management District Permitting Assistance	37.030	-	1,428,818	-
Water Management District Operations	37.037	-	32,122	32,122
Water Management District Operations	37.037	-	3,360,000	53,344
			3,392,122	85,466
Water Management Districts - Land Acquisition and Improvement	37.022	-	250	-
Water Management Districts - Land Acquisition and Improvement	37.022	-	1,136,569	-
Water Management Districts - Land Acquisition and Improvement	37.022	-	1,610,000	-
			2,746,819	-
Florida Springs Program	37.052	LP01106	107,468	-
Florida Springs Program	37.052	LP01103	24,680	24,680
Florida Springs Program	37.052	LP01101	35,822	-
Florida Springs Program	37.052	LP01107	36,414	-
Florida Springs Program	37.052	LP01100	33,120	-
Florida Springs Program	37.052	S0900	10,490	-
Florida Springs Program	37.052	S0798	20,000	-
Florida Springs Program	37.052	S0809	183,125	-
Florida Springs Program	37.052	S0809	235,126	-
Florida Springs Program	37.052	S0798	78,900	-
Florida Springs Program	37.052	S0810	1,643,753	1,643,753
Florida Springs Program	37.052	LP0110D	356,541	356,541
Florida Springs Program	37.052	LP0110B	440,346	-
Florida Springs Program	37.052	LP01109	616,108	-
			3,821,893	2,024,974
Total Expenditures of State Financial Assistance			14,483,097	5,068,510
Total Federal Awards and State Financial Assistance			$ 15,895,365	$ 5,068,510

See accompanying notes to schedule of expenditures of state financial assistance.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
NOTES TO SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2018

(1) **Basis of Presentation:**

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance includes the Federal and State Award activity of the Northwest Florida Water Management District, and is presented on the accrual basis of accounting. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance, Audits of States, Local Governments and Non-profit Organizations, and Chapter 10.550, Rules of the Auditor General of the State of Florida. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.

(2) **De Minimus Indirect Cost Rate Election:**

The District did not elect to use the 10% de minimis indirect cost rate as covered in §200.414, Indirect (F&A) costs, of the Uniform Guidance.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2018

Section I. Summary of Auditors' Results:

Financial Statements

Type of auditors' report issued:	Unmodified	
Internal control over financial reporting:		
• Material weakness(es) identified?	____ Yes	X No
• Significant deficiency(ies) identified?	____ Yes	X None reported
Noncompliance material to financial statements noted?	____ Yes	X No

Federal Awards

Internal control over major Federal programs:		
• Material weakness(es) identified?	____ Yes	X No
• Significant deficiency(ies) identified?	____ Yes	X None reported
Type of auditors' report issued on compliance for major federal awards programs:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.561(a)	____ Yes	X No
Identification of major Federal programs:	CFDA No. 97.045, Cooperating Technical Partners	
Dollar threshold used to distinguish between type A and type B Federal awards programs:	$750,000	
Auditee qualified as a low-risk auditee?	X Yes	____ No

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2018

State Financial Assistance

Internal control over major state financial assistance projects:		
• Material weakness(es) identified?	____ Yes	X No
• Significant deficiency(ies) identified?	____ Yes	X None reported
Type of auditors' report issued on compliance for major state financial assistance projects:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with Chapter 10.550, Rules of the Auditor General?	____ Yes	X No
Identification of major state financial assistance	CSFA No. 37.052, Florida Springs Program CSFA No. 37.039, Statewide Surface Water Restoration and Wastewater Projects CSFA No. 37.030, Water Management District Permitting	
Dollar threshold used to distinguish between type A and type B state financial assistance projects:	$434,493	

Section II.	**Financial Statement Findings:**	There were no audit findings for the year ended September 30, 2018.
Section III.	**Federal Awards Findings and Questioned Costs:**	There were no audit findings for the year ended September 30, 2018.
Section IV.	**State Financial Assistance Findings and Questioned Costs:**	There were no audit findings for the year ended September 30, 2018.
Section V.	**Summary Schedule of Prior Year Findings:**	There were no audit findings for the year ended September 30, 2017.

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE STATE OF FLORIDA, OFFICE OF THE AUDITOR GENERAL

To the Honorable Governing Board,
Northwest Florida Water Management District:

Report on Compliance for Each Major Federal Program and State Project

We have audited Northwest Florida Water Management District's (the District) compliance 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 Florida Department of Financial Services' State Projects Compliance Supplement that could have a direct and material effect on each of Northwest Florida Water Management District's major federal programs and major state projects for the year ended September 30, 2018. Northwest Florida Water Management District's major federal programs and major state projects are identified in 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 awards and state projects applicable to its federal programs and state projects.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Northwest Florida Water Management District's major federal programs and major 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 (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Those standards, the Uniform Guidance, and Chapter 10.550, Rules of the State of Florida, Office 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 major state project occurred. An audit includes examining, on a test basis, evidence about Northwest Florida Water Management District'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 major state project. However, our audit does not provide a legal determination of the District's compliance.

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Opinion on Each Major Federal Program and State Project

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2018.

Report on Internal Control Over Compliance

Management of the District 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 District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program and each major state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and major state project and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, 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 District'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 and state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a 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 and 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 and 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 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 were not identified.

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 State of Florida Office of the Auditor General. Accordingly, this report is not suitable for any other purpose.

James Moore & Co., P.L.

Tallahassee, Florida
May 13, 2019

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 Governing Board,
Northwest Florida Water Management District:

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, each major fund, and the aggregate remaining fund information of Northwest Florida Water Management District (the District) as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated May 13, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District'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 District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District'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 District'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 over financial reporting 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 financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District'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 District'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 District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

James Moore & Co., P.L.

Tallahassee, Florida
May 13, 2019

James Moore
Certified Public Accountants and Consultants

INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA OFFICE OF THE AUDITOR GENERAL

To the Honorable Governing Board,
Northwest Florida Water Management District:

Report on the Financial Statements

We have audited the financial statements of Northwest Florida Water Management District (the District), as of and for the fiscal year ended September 30, 2018, and have issued our report thereon dated May 13, 2019.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; Section 215.97, Florida Statutes, Florida Single Audit Act; 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*, Independent Auditors' Report on Compliance for Each Major Federal Program and Each Major State Project and Report on Internal Control over Compliance in Accordance with Chapter 10.550, Rules of the Auditor General, Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated May 13, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial report.

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Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The disclosure of this information is included in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District 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 for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Annual Financial Report

Section 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communication the results of our determination as to whether the annual financial report for the District for the fiscal year ended September 30, 2018, 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, 2018. In connection with our audit, we determined that these two reports were in agreement.

Monthly Financial Statements

Section 10.554(1)(i)6.a. and 10.556(9), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District provided monthly financial statements to its governing board and made such monthly statements available for public access on its Web site. In connection with our audit, we determined that the District provided monthly financial statements to its governing board and made such monthly statements available for public access on its Web site.

Transparency

Sections 10.554(1)(i)6.b. and 10.556(9), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the District provided a link on its Web site to the Florida Department of Financial Service's Web site to view the District's annual financial report submitted to the Department. In connection with our audit, we determined that the District provided a link on its Web site to the Florida Department of Financial Service's Web site.

Sections 10.554(1)(i)6.c. and 10.556(9), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the District posted its tentative and final budgets on its Web site. In connection with our audit, we determined that the District posted its tentative and final budgets on its Web site.

Additional Matters

Section 10.554(1)(i)3, Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Governing Board, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

James Moore & Co., P.L.

Tallahassee, Florida
May 13, 2019

James Moore
Certified Public Accountants and Consultants

INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

To the Honorable Board of District Commissioners,
Northwest Florida Water Management District

We have examined the compliance of Northwest Florida Water Management District (the District) with Section 218.415, Florida Statutes, *Local Government Investment Policies,* for the year ended September 30, 2018. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied with the aforementioned statutes, for the year ended September 30, 2018, in all material respects. An examination involves performing procedures to obtain evidence about the District's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks of material noncompliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2018.

James Moore & Co., P.L.

Tallahassee, Florida
May 13, 2019

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AI-16163 **Clerk & Comptroller's Report 12. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 06/06/2019
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held May 9, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held May 16, 2019; and

C. Approve the Minutes of the Regular Board Meeting held May 16, 2019.

Attachments

20190509 CW Workshop Report
20190516 Gary Sansing Public Forum Report
20190516 Regular BCC Meeting Minutes

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

MAY 9, 2019

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

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

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman May called the Committee of the Whole (C/W) Workshop to order at 9:02 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* on May 4, 2019, in the Board's Weekly Meeting Schedule.

AGENDA ITEMS – Continued

3. EMS and Fire Services

A. Board Discussion – The C/W:

(1) Viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *Public Safety Ombudsman Preliminary Report*, presented by Janice Kilgore, Ombudsman;

(2) Was advised by Ms. Kilgore that she has interviewed over 50 people, including Public Safety Employees, County Administration, and Volunteer Fire Chiefs since she began her work on April 17th; she has identified numerous issues and concerns, including issues with an aging fleet, leadership, communication, public image, and lack of training; and discussed the following key points:

- Creating a procurement plan and replacement plan/cycle to address aging equipment and funding sources, such as Local Options Sales Tax and EMS (Emergency Medical Services) reserves, for this purpose

- Emergency call increases and staffing concerns in Dispatch, EMS, and Fire Services, as well as coverage in the north end of the county

- The need for updated policies and a training facility for Public Safety, and was advised by Commissioner Underhill that he would like to see a business plan for the facility

- Pay and retention issues in Public Safety

(3) Requested that Ms. Kilgore provide a written report of her findings to provide to the new County Administrator and agreed that she did not need to continue assessing the department; and

B. Board Direction – None.

AGENDA ITEMS – Continued

4. EMS Billing Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation, which was also provided in hard copy, entitled *EMS Billing Update*, presented by Tamika Williams, Public Safety Business Operations Manager, and the C/W:

(1) Heard an update from Ms. Williams, which outlined:

- The fee schedule for EMS (Emergency Medical Services) rates in August of 2007 and November of 2011
- The summary of charges, contractual allowances, and write-offs by primary payor
- A payment comparison of allowable charges and payments
- Accounts receivable information for the last two fiscal years, and the projected total for this fiscal year, which is $16,468,186
- The timeline for the process of transitioning back to Zoll software, which is the preferred software to resolve billing issues for EMS

(2) Discussed billing services and fee schedules, and was advised by John Dosh, Interim Public Safety Director, that he will bring forward a new cost grid for EMS services for the Board to consider;

(3) Discussed how the switch to the ESO software, which staff identified as ineffective, occurred, and potential issues with that process;

(4) Agreed to expedite the procurement of Zoll as an emergency procurement; and

B. Board Direction – None.

AGENDA ITEMS – Continued

5. Public Safety Training Options

A. Board Discussion – The C/W:

(1) Was advised by John Dosh, Interim Public Safety Director, that he recommends going through the procurement process as quickly as possible for the training requested by Dr. Edler, Medical Director;

(2) Was advised by Paul Nobles, Purchasing Manager, that the options for procurement are a bid process or a proposal process, with the bid process being the faster of the two;

(3) Heard information from County Attorney Rogers concerning emergency procurement and was advised that “emergency” is a legislative designation that only the Board can make;

(4) Heard narrative from Dr. Edler regarding the emergency nature of the training request, her concerns within the Public Safety Department while waiting on the procurement process, and the nature of the training that she is requesting and recommending;

(5) Discussed whether or not the training request qualifies as an emergency; and

(6) Was advised by Commissioner May that he would like to see sensitivity and diversity training in the county; and

B. Board Direction – The C/W recommends that the Board recognize that the Board has a training issue that needs to be addressed, and move forward with the procurement of training services to meet the criteria set forth by the Medical Director using the expedited procurement process.

Recommended 5-0

AGENDA ITEMS – Continued

6. Escambia County's Social Media Policy

   A. Board Discussion – The C/W:

      (1) Heard comments from Commissioner Bergosh regarding the Board's social media policy and his suggested revisions which, in his opinion, will bring the policy up to date, while still adhering to the Sunshine Law;

      (2) Discussed the current policy and potential revisions, and was advised by Commissioner Underhill that he recommends scrapping the entire policy; and

      (3) Agreed to bring the policy back as a discussion item on the May 16th regular meeting agenda; and

   B. Board Direction – None.

VERBAL ITEMS ADDED TO THE AGENDA

1. Appointment of Acting County Administrator

   A. Board Discussion – The C/W discussed the need to appoint a County Administrator until Janice Gilley starts work on July 1st; and

   B. Board Direction – The C/W recommends that the Board appoint Matt Coughlin as Acting County Administrator through July 1st with the minimum County Administrator salary and all benefits of the position, including a car allowance.

      Recommended 5-0

AGENDA ITEMS – Continued

7. Adjourn

   Vice Chairman Barry declared the C/W Workshop adjourned at 12:27 p.m.

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

MAY 16, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Matt Coughlin, Acting County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Report prepared by: Lizabeth Carew

AGENDA ITEMS

1. Call to Order

   Chairman May called the Gary Sansing Public Forum to order at 8:32 a.m.

2. Speakers

   The Board heard comments from the following individuals:

   Anita Feliciano
   Lilly Eubanks
   Steve Livings
   Lorrie Newman
   Dianne Krumel
   Joe Barham
   Dawn Bybee
   Melissa Pino
   Michael Lowery
   Jackie Nichols
   Margaret Hostetter
   Barbara Mayall
   Larry Downs, Jr.
   Nick Gradia
   Jacqueline Rogers

3. Adjournment

   Chairman May declared the Gary Sansing Public Forum adjourned at 9:12 a.m.

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

MAY 16, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Matt Coughlin, Interim County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office
Codey Leigh, Director of Court Services, Clerk and Comptroller's Office

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

Minutes prepared by: Lizabeth Carew

REGULAR BCC AGENDA

1. Call to Order

   Chairman May called the Regular Meeting of the Board of County Commissioners to order at 9:15 a.m.

2. Invocation

   Pastor David Morris, St. Mark United Methodist Church, delivered the Invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Barry led the Pledge of Allegiance to the Flag.

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

Motion: To move the agenda, as amended
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

REGULAR BCC AGENDA – Continued

5. Commissioners' Forum:

   A. District 1 – Commissioner Bergosh provided comments;

   B. District 4 – Commissioner Bender provided comments;

   C. District 5 – Commissioner Barry provided comments; and

   D. District 3 – Commissioner May provided comments.

6. Recommendation: That the Board take the following action concerning adoption/ratification of Proclamations:

   A. Adopt the Proclamation proclaiming the week of May 19 - 25, 2019, as "Emergency Medical Services Week" in Escambia County, and reminding the community of the vital importance of the services provided by Escambia County Emergency Medical Services, and encouraging all citizens to honor the "Everyday Heroes" dedicated to emergency medical care; and

   B. Ratify the Proclamation, dated May 3, 2019, proclaiming Saturday, May 4, 2019, as "Rosamond Johnson Beach Day" in Escambia County, in honor and memory of Private Rosamond Johnson, Jr., who made the ultimate sacrifice for our freedom.

Motion: To move Item A and B
Made by: Commissioner Barry **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

REGULAR BCC AGENDA – Continued

7. Written Communication – April 12, 2019, communication from Joe M. Barham, Jr., requesting Lien relief for property located at 6011 Hilltop Road.

   Recommendation: That the Board review and consider the Lien relief request made by Joe M. Barham, Jr., part owner of the properties, against 2501 East Olive Road and attached to 6011 Hilltop Road.

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

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

   The owner is requesting a partial release of lien for the property located at 6011 Hilltop Road from the lien generated at 2501 East Olive Road so they can sell the property.

Disposition: No action taken
Speaker(s): Joe Barham

8. Recommendation: That the Board waive the reading of the legal advertisement and accept, for filing with the Board's Minutes, the certified affidavit establishing proof of publication for the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule*, *May 13-May 17, 2019,* as published in the *Pensacola News Journal* on May 11, 2019.

Motion: To move the waiving of the advertisement
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

REGULAR BCC AGENDA – Continued

9. Recommendation: That the Board take the following action concerning public safety training options and the appointment of an Acting County Administrator, as recommended by the Committee of the Whole (C/W) at the May 9, 2019, C/W Workshop:

   A. Recognize that the Board has a training issue that needs to be addressed and move forward with the procurement of training services to meet the criteria set forth by the Medical Director using the expedited procurement process (C/W Item #5); and

   B. Appoint Matt Coughlin as Acting County Administrator through July 1st, with the minimum County Administrator salary and all benefits of the position, including a car allowance (Verbal Add-On Item #1).

Motion: To approve Item B with all the associated backup
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

Disposition: No action taken on Item A
Speaker(s): Melissa Pino, Larry Downs, Jr., Nick Gradia

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

I. CONSENT AGENDA

1. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution [R2019-47] authorizing the write-off of $3,690.79 of returned checks and accounts receivable in various funds of the County that have been determined to be uncollectible bad debts.

Motion: To move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

2. Recommendation: 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 Special Board Meeting held April 29, 2019;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session and the Report of the Gary Sansing Public Forum held May 2, 2019; and

C. Approve the Minutes of the Regular Board Meeting held May 2, 2019.

Motion: To move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Matt Coughlin, Interim County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning the Data Use Agreement between the University of Florida and Escambia County:

A. Approve the Data Use Agreement, to allow the disclosing of limited data set of protected health information for research; and

B. Authorize the Interim County Administrator to sign the Agreement.

Motion: To move Technical/Public Service Consent Agenda Item 1, A and B, in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Recommendation: That the Board approve, and authorize the Chairman to sign, Amendment 1 to the Contract for Services Agreement between Escambia County and the University of West Florida for the Market Analysis for the Town of Century, to remove the deliverable to receive feedback from the community on the draft Market Analysis Report. No payment was due on this deliverable and all other terms and conditions remain the same.

Motion: To move Technical/Public Service Consent Agenda Item 2, with the following changes: to add 60 days to the public portion and 60 days to the final deliverable, with that to be the only amendment
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

3. Recommendation: That the Board ratify the Chairman's signature on the letter, dated May 3, 2019, to Governor Ron DeSantis regarding the Cervantes Street Pedestrian Safety Plan.

Motion: To move the letter
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

4. Recommendation: That the Board approve the request for Disposition of Property Form for the Escambia County Tax Collector's Office, for property that is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County/Tax Collector; thus, it is requested that it be auctioned as surplus or disposed of properly.

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

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Recommendation: That the Board approve the second revision of the 2019 Board of County Commissioners' Meeting/Committee of the Whole Workshop schedule, as submitted, to make the following changes:

   A. Cancel the June 13, 2019, Committee of the Whole Workshop, due to date conflicts with the FAC Annual Conference;

   B. Change the November 26, 2019, Board of County Commissioners' Meeting to November 18, 2019, due to date conflicts with the Thanksgiving Holidays;

   C. Change the January 2, 2020, Board of County Commissioners' Meeting to January 9, 2020, due to date conflict with the January 1, 2020, Holiday; and

   D. Change the January 9, 2020, Committee of the Whole Workshop to January 16, 2020.

Motion: To amend A to include a Special Meeting on June 17 at 9:00 a.m. and pass A, B, C, and D
Made by: Commissioner Bender **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board approve the Agreement between the Escambia County Board of County Commissioners and Dennis Keith Cole for the Management of the Lake Stone Campground Facility, and authorize the Interim County Administrator to sign the Agreement.

   [Funding Source: Fund 001, General Fund, Lake Stone, Cost Center 350204, in the amount of $11,400, paid via 12 equal monthly installments of $950, with housing and utilities provided. This amount is currently allocated in the Fiscal Year 2019 Budget and will be budgeted in Fiscal Year 2020.]

Motion: To move 1 through 4
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action concerning Federal Elections Activities Grant Funds from the Department of State:

   A. Certify that the County will match State Grant funds with $4,689.93 from the Supervisor of Elections' Fiscal Year 2018/2019 Budget; and

   B. Authorize the Chairman to sign the Certificate County Match to Federal Grant Trust Funds [under the Help America Vote Act], and the Certificate of Equipment for Casting and Counting Ballots.

   In order to receive the Federal Elections Activities funds, the Legislature has required that the Chairman of the Board of County Commissioners certify that the County will match the State funds with a 15% County match. Both the State funds and the County matching funds must be held in a separate account, to be used solely for activities relating to Federal Elections. The required match for this Grant is $4,689.93. The match is included in the Supervisor of Elections' Fiscal Year 2018/2019 Budget under Cost Center 550101 and various Object Codes.

Motion: To move 1 through 4
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board take the following action regarding the Bureau of Justice Assistance Application for the Fiscal Year 2019 Prison Rape Elimination Act (PREA) Standards, Protecting Inmates and Safeguarding Communities Grant:

   A. Approve the Bureau of Justice Assistance application for the Fiscal Year 2019 PREA Standards, Protecting Inmates and Safeguarding Communities Grant. This Application is for a two-year grant period totaling $337,032. The grant program requires a 50% match that will be paid from existing departmental funds;

   B. Authorize the Chairman to execute the letter of support required as part of the application process; and

(Continued on Page 9)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Continued…

C. Authorize the Corrections Department to electronically submit the Application, on behalf of the Board, through the Bureau of Justice Assistance Grant portal.

[Match Funding: Fund 001, Cost Center 290401 and Fund 111, Cost Center 290406]

Motion: To move 1 through 4
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

4. Recommendation: That the Board take the following action concerning the Justice Assistance Grant for the Fiscal Year 2017-2018 Jail Alternative Initiative project:

A. Approve the acceptance of the Justice Assistance Grant (JAG) County-wide Program subgrant award, in the amount of $30,000, related to the Fiscal Year 2017-2018 Jail Alternative Initiative project;

B. Authorize the Chairman to sign the Certificate of Acceptance; and

C. Authorize the Chairman, as the County's authorized official, to execute any Amendments or other related documents as may be required for the Jail Alternative Initiative project.

Motion: To move 1 through 4
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board take the following action concerning the First Extension of Interlocal Agreement between Escambia County Board of County Commissioners and the Pensacola Downtown Improvement Board for the management and operation of County parking facilities:

   A. Approve the First Extension of the Interlocal Agreement; and

   B. Authorize the Chairman to sign the First Extension of Interlocal Agreement and any subsequent Agreement-related documents, including time extensions.

   [Funding: Fund 001, General Fund, Cost Center 310203, Maintenance; Fund 001, General Fund, Cost Center 310207, Utilities]

Motion: To drop
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

6. Recommendation: That the Board take the following action regarding the Second Renewal of Lease Agreement between Escambia County and Artel, Inc.:

   A. Approve the Second Renewal of Lease Agreement between Escambia County and Artel Inc., for space on the first floor of the Old Escambia County Courthouse, located at 223 Palafox Place, Pensacola, Florida, for an additional five-year term, commencing on February 19, 2020; and

   B. Authorize the Chairman to sign the Renewal of Lease Agreement.

   [Funding: Lessee shall pay the County rent in the amount of $1.00 per year for the renewal term.]

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board authorize the Chairman to sign the Lease Agreement with Pitney Bowes, per State of Florida Contract #44102100-17-1, for the Pitney Bowes digital mailing system for the Mass Transit Department, for 60 months, at the monthly cost of $26.97.

   [Funding Source: Fund 104, Mass Transit Fund, Cost Center 211216]

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

8. Recommendation: That the Board take the following action concerning the surplus and sale of County-owned real property located at 39 North Cypress Street:

   A. Authorize the County Attorney's Office to take such necessary actions to evict occupants of County-owned property, if occupied;

   B. Declare surplus the Board's real property located at 39 North Cypress Street, located in District 5; Account #: 2-3553-140, Reference #: 02-4N-33-4400-005-300, Property Appraiser's current assessed value: $684;

   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 Property Appraiser's current assessed value. It has been determined that the County does not have a need for this property; and

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

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board adopt the Resolution [R2019-48] approving Supplemental Budget Amendment #150, Other Grants and Projects Fund (110), in the amount of $8,046, to recognize Grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC), for FWC #18212 - Derelict Vessel Grant, to remove and dispose of an eligible derelict vessel. Total project cost is $10,727 and requires a 25% match of $2,682, and has unanticipated contingency costs of $2,318, which will be provided from Vessel Registration Fees. Natural Resources Management will also provide project management for in-kind match.

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

10. Recommendation: That the Board adopt the Resolution [R2019-49] approving Supplemental Budget Amendment #152, General Fund (001) and Other Grants and Projects Fund (110), in the amount of $35,956, to recognize Grant proceeds from the Florida Department of State - Division of Elections, in the amount of $31,266, and to appropriate these funds to be used solely for activities related to Federal Elections. A 15% match, or $4,690, is required by the State, and matching funds will come from the adopted Fiscal Year 2018/2019 Supervisor of Elections Budget to cover this requirement.

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Recommendation: That the Board take the following action concerning [acceptance of] a Drainage Easement, located in the 5000 Block of Barrineau Park School Road, from Mary Nell Wells:

A. Accept the donation of a Drainage Easement (approximately 2,571 square feet), located in the 5000 Block of Barrineau Park School Road, for drainage improvements;

B. Authorize the payment of documentary stamps considering the property is being donated for governmental use for drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;

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

D. Authorize the Chairman or Vice Chairman to accept the Easement on the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

This property is located in Commission District 5.

[Funding: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.]

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action regarding the exchange of County property for property owned by Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr., Revocable Trust, dated December 14, 2017:

A. Adopt a Resolution [R2019-50] authorizing the exchange of a portion of a County-owned parcel (approximately 2.06 acres), for a portion of a parcel (approximately 3.16 acres), owned by Cleveland Rufus Campbell, Sr., individually and as Trustee of the Cleveland Rufus Campbell, Sr., Trust, dated December 14, 2017, in accordance with the terms and conditions contained in the Agreement for Sale and Purchase and Contract for Sale and Purchase;

B. Waive the retention of the fractional interest in the phosphates, minerals, metals, and petroleum in the parcel to be conveyed by the County, in accordance with Section 270.11(3), Florida Statutes;

C. Authorize the payment of documentary stamps because the property is being acquired for public use, which is for the Brickton Road right-of-way, and the public benefits from the exchange by having safer, more efficient traffic flow and improved stormwater drainage; and

D. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, any documents, subject to Legal review and sign-off, necessary to complete the exchange of the properties, without further action of the Board.

[Funding Source: Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by the Escambia County Clerk's Office.]

This property exchange is located in District 5.

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board take the following action concerning Modification to Federally-Funded Subaward and Grant Agreement #19HM-H4-01-27-01-201, Project #4177-19-A, from the Florida Division of Emergency Management (FDEM), for the construction of Lake Charlene Drainage Improvements Project:

A. Approve, and authorize the Chairman to execute, Modification Number One of Federally-Funded Subaward and Grant Agreement #19HM-H4-01-27-01-201, Project #4177-19-A, for the construction of Lake Charlene Drainage Improvements Project, increasing the Grant amount to $2,162,366.35; and

B. Authorize the Chairman to execute, subject to Legal review and sign-off, any subsequent Agreements and program-related documents for this project that do not alter the finite terms of funding amounts or budgets.

The County Attorney's Office has requested that the Board be made aware of the following language within the Agreement: *Section (22) Mandated Conditions, subsection (b), that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."*

[Funding Source: Current grant funds are available in Fund 352, Local Option Sales Tax III (HMGP Grant), Cost Center 210121, Object Code 56301, Project #16EN3602]

This project is located in Commission District 2.

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board take the following action concerning the purchase of one 2020 International HV 513 SFA Cab and Chassis with Swaploader Hook Lift System 42H42 SL-650 65,000# Lift/Dump for Public Works - Waste Services Department:

A. Authorize the County to utilize the Sourcewell (formerly NJPA) Contract #81716-NVS, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, for the purchase of one 2020 International HV 513 SFA Cab and Chassis with Swaploader Hook Lift System 42H42 SL-650 65,000# Lift/Dump, Solicitation VE 18-19.007; and

B. Authorize the Interim County Administrator to execute all related documents and Purchase Orders, in excess of $50,000, for the Public Works - Waste Services Department, for the Purchase Order to Ward International Trucks of Florida, LLC, in the amount of $168,606.42.

In an effort to encourage competition for local businesses, and in compliance with Board-adopted policy, this vehicle purchase was advertised on the Escambia County website for thirty days. Ward International Trucks of Florida, LLC, was the lowest price based on contract amounts and quotations.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230315, Solid Waste Projects; Object Code 56401, Machinery & Equipment]

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Infinity Datacom Solutions, LLC, per the terms and conditions of PD 18-19.032, M.C. Blanchard Wi-Fi Project, in the amount of the Base Bid amount of $220,501.84.

[Funding: Fund 353, Local Option Sales Tax (LOST) IV; 410147, Judicial Cap Imp LOST IV; 56201, Buildings]

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

16. Recommendation: That the Board take the following action regarding the purchase of four 2019 Model Pierce fire engines:

A. Authorize the County to utilize the National Purchasing Partners (NPP) d/b/a NPPGov, a national competitively solicited purchasing cooperative, Contract Number 1420, Specification 2.1, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for the purchase of four 2019 Model Pierce fire engines for the Public Safety - Fire Department of Escambia County, Florida, to Ten-8 Fire Equipment, Inc., in the amount of $2,036,267.10, according to the specification outlines in Solicitation PD 18-19.047.

(Continued on Page 18)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Continued…

There are no local businesses able to sell a new fire truck, therefore the Board-adopted policy regarding local businesses having the opportunity to bid in not applicable.

[Funding: Fund 352, Local Option Sales Tax (LOST) III; Cost Center 330228, Fire Services Cap Project; Object Code 56401, Machinery and Equipment; Project Code 08FS0018 Vehicle/Apparatus Replacement $633,000; and Fund 353, LOST IV; Cost Center 330434, Public Safety Cap Project; Object Code 56401, Machinery and Equipment; Project Code 19FS0429, Vehicle/Apparatus Replacement $1,403,267.10; Total: $2,036,267.10]

Motion: To approve Item 16, A and B
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): Melissa Pino, Larry Downs, Jr.

17. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement Between Escambia County, Florida, and Chavers Construction, Inc., per the terms and conditions of PD 18-19.033, Motley Court Gully Improvements, in the amount of $565,228.78.

[Funding: **Grant** (75%) - Fund 352, Local Option Sales Tax (LOST) III; Cost Center 210131, Motley Court Clear Creek; Object Code 56301, Improvements Other Than Buildings; Project Code 08EN0068 - $423,921.58; and **County Match** (25%) - Fund 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project Code 08EN0068 - $141,307.20; **Total** - $565,228.78]

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board approve the utilization of the first of two possible one-year renewal periods, as outlined in Section 2 of the Term of the Agreement relating to pharmaceutical supplies with Bound Tree Medical, LLC, per PD 14-15.084, Pharmaceutical Supplies for Escambia County, retroactive to January 7, 2019. The original Agreement was approved by the Board on January 7, 2016.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 55201, Operating Supplies]

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

19. Recommendation: That the Board approve, and authorize the Chairman or Vice Chairman to sign, the Agreement between Escambia County, Florida, Bill Walther Construction, Inc., and Mattie L. Price, homeowner, per the terms and conditions of PD 18-19.036, HOME/SHIP Substantial Rehabilitation/Reconstruction for 1809 West Bobe Street, in the total amount of $115,350 (Base bid of $113,500, plus alternate #1 of $1000 and alternate #2 of $850).

[Funding: Fund 147, 2013 HOME HUD Consortium; Cost Center 370265, 2013 HUD Consortium; Object Code 58301, Other Grants and Aids ($58,805.84); Fund 147 2014 HOME HUD Consortium; Cost Center 370266, 2014 HUD Consortium; Object Code 58301, Other Grants and Aids ($31,544.16); and Fund 120, 2018 SHIP Grant Admin; Cost Center 370205, SHIP 2018 Grant Admin; Object Code 58301, Grants and Other Aids ($25,000)]

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Recommendation: That the Board approve, and authorize the Chairman to sign, the Agreement between Escambia County, Florida, and Warren Averett, LLC, per the terms and conditions of PD 18-19.004, Financial Auditing Services, as follows:

(1) Year 1, in the amount of $220,000;
(2) Year 2, in the amount of $222,200;
(3) Year 3, in the amount of $224,422;
(4) Year 4, in the amount of $226,666; and
(5) Year 5, in the amount of $228,933.

Grand Total Price for Audit Services for 5 years - $1,122,221.

[Funding: Fund 001, General Fund, Cost Center 140201, Object Code 53101]

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

Motion: To rescind the action for the award and bring it back on June 6, and have more discussions between now and then about what exactly "we" are going to be entitled to
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Recommendation: That the Board approve funding $2,000 from Commissioner Robert Bender's discretionary funds that he can use toward County employee morale and "thank you" events through September 30, 2019.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

22. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Fire Recover EMS, per the terms and conditions of PD 18-19.055, EMS Billing Assistance, in the amount of $200,000.

[Funding: Fund 408, Emergency Medical Service Fund, Cost Center 330603, Object Code 53401]

Motion: To move the balance, except for II-16 **For Information:** The "balance" refers to Items 6 through 15 and 17 through 22.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

Motion: To rescind the Board's action and drop the item for the contract award to EMS Billing Associates
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board approve 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 2018/2019:

   A. General Daniel Chappie James Flight Academy, in the amount of $5,000;

   B. Studer Community Institute, in the amount of $2,500; and

   C. Dixon School of the Arts & Sciences, in the amount of $1,000.

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

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

Motion: To move Item III-1, A, B, and C
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

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

   A. Authorize the purchase of real property, located at 123 Diego Circle, from 5T Wealth Partners, LP, a California limited partnership, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $9,500 (County's appraised value is $8,000);

   B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 123 Diego Circle (.0384 acres); and

(Continued on Page 23)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Continued…

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

This parcel is located in District 3.

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

Motion: To drop III-2
Made by: Commissioner Bender **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

3. Recommendation: That the Board take the following action regarding the acquisition of a parcel of real property (approximately 0.67 acres), located in the 1600 Block of Old Chemstrand Road, from Hussein and Anne Sharaway, for additional access to County property located on 90 and 9 Ranch Road:

A. Approve, by super-majority vote, or deny, the purchase of a parcel of real property, located in the 1600 Block of Old Chemstrand Road, from Hussein and Anne Sharaway for $25,000; and

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property located in the 1600 Block of Old Chemstrand Road, and bring the Contract to the Board for final approval and execution.

[Funding Source: District 5 Discretionary Fund, Cost Center 110101, Account 58201]

This property is located in Commission District 5.

Motion: To move the item, as amended by Commissioner Barry for the change of purchase of acquisition and the change of funding source to District 5, LOST [Local Option Sales Tax]
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Recommendation: That the Board take the following action regarding the acquisition of real property (approximately 2.15 acres), located at 416 and 450 West Herman Street, from Rocky's Collision Center, Inc.:

   A. Authorize the purchase of three parcels of real property located at 416 and 450 West Herman Street (approximately 2.15 acres), owned by Rocky's Collision Center, Inc., for the Delano/Herman Streets Drainage Improvement Project, for an average of the County's appraised values of $820,000 and $870,000, which equals $845,000, in accordance with the terms and conditions contained in the Contract for Sale and Purchase;

   B. Approve the Contract for Sale and Purchase for the acquisition of three parcels of real property located at 416 and 450 West Herman Street (approximately 2.15 acres), from Rocky's Collision Center, Inc., for $845,000; and

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

   [Funding Source: Fund 352, Local Option Sales Tax III/HMGP Grant, Cost Center 210124, Object Code 56101, Project 17EN3743. Funds spent toward this project are eligible for reimbursement through the Hazard Mitigation Grant Program.]

   These properties are located in District 3.

Motion: To move the item in the affirmative, A, B, and C
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

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

   A. Authorize the purchase of real property located at 4253 Erress Boulevard (0.080 acres), from JoAnna Lyn Cope, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $20,000 (County's appraised value is $18,000);

   B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 4253 Erress Boulevard (0.080 acres); and

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

   This parcel is located in District 3.

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

Motion: To move Item 5, A, B, and C, in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried unanimously

6. Recommendation: That the Board discuss the County Commissioners' Technology Policy, per Board direction at the May 9, 2019, Committee of the Whole Workshop.

Motion: To drop this Policy
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): Michael Lowery, Larry, Downs, Jr., Melissa Pino

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

7. Recommendation: That the Board take the following action regarding the lease of County office space:

   A. Approve and adopt a Resolution [R2019-51] authorizing the lease of County office space in the Ernie Lee Magaha Government Building to the Honorable Rick Scott, U.S. Senator, for use as a satellite office; and

   B. Authorize the Chairman to execute the Lease Agreement, without further action of the Board.

Motion: To move 7 in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board approve a proposed settlement agreement [concerning a Workers' Compensation Claim brought by former employee Donna Balsan], in the sum of $17,500.00. The proposed settlement would constitute a complete resolution of all outstanding Workers' Compensation claims including medical benefits, indemnity benefits, attorney's fees and costs brought by Donna Balsan. The County would be responsible for payment of the settlement in full.

Motion: "So moved in the affirmative" **For Information:** Chairman May requested to entertain a motion for Items 1 through 3.
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

2. Recommendation: That the Board take the following action concerning approval of a proposed settlement in Escambia County, Florida v. Evanston Insurance Co. and Markel Service, Inc., Case No. 3:19-cv-00538-MCR/EMT:

A. Approve acceptance of payment of $75,520.00 from Evanston Insurance Co. and Markel Service, Inc., for closure and post-closure costs, as provided by the endorsements to the Environmental Impairment Liability policy obtained by Louisiana Investment Group, LLC, regarding closure of Saufley Landfill. In exchange for this payment, the County would execute a general release of all claims in favor of Evanston Insurance Co. and Markel Service, Inc.;

B. Authorize the Chairman to execute the general release to be drafted by the attorneys for Evanston Insurance Co. and Markel Service, Inc.; and

C. Authorize the County Attorney's Office to execute all documents necessary to effectuate the settlement, including a joint stipulation for dismissal with prejudice.

Motion: "So moved in the affirmative" **For Information:** Chairman May requested to entertain a motion for Items 1 through 3.
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

3. Recommendation: That the Board take the following action concerning engagement of Steven K. Hall as Special Master for proceedings pursuant to Section 70.51, Florida Statutes, in which Terramore Development, et. al., has requested relief from a decision of the Escambia County Board of Adjustment, Case No. AP 2017-02:

   Authorize the Chairman to execute the Special Master Agreement, which will allow Steven K. Hall to serve as a Special Magistrate for proceedings pursuant to Section 70.51, Florida Statutes.

Motion: "So moved in the affirmative" **For Information:** Chairman May requested to entertain a motion for Items 1 through 3.
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

4. Recommendation: That the Board take the following action concerning the Agreement for Sale and Purchase - Navy Federal Credit Union:

   A. Authorize the sale of up to 100 acres adjacent to Navy Federal Credit Union's campus on Nine Mile Road, in accordance with the terms and conditions of the Agreement for Sale and Purchase;

   B. Waive the retention of the fractional interest in the phosphates, minerals, metals, and petroleum in the property to be conveyed by the County, in accordance with Section 270.11(3), Florida Statutes; and

   C. Authorize the Chairman or Vice Chairman to execute the Agreement for Sale and Purchase and other documents necessary to complete the transaction.

Motion: To approve Item 4, A, B, and C
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): John Monroe, Kara Cardona

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION

1. Recommendation: That the Board consider a Contract for County Administrator Janice Gilley.

Motion: To approve the Contract, including the errata sheet
Made by: Commissioner Barry **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER ROBERT D. BENDER

1. Recommendation: That the Board authorize the Chairman to sign and send the letters to the Honorable Nicole Fried, Commissioner of Agriculture and Consumer Services, State of Florida, and Portia Sapp, Director, Division of Aquaculture, Department of Agriculture and Consumer Services, State of Florida, requesting that the Aquaculture Submerged Land Leases in Escambia Bay remain north of the 30.43 latitude line.

Motion: To authorize the Chairman to sign the letter to Commissioner of Agriculture
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-1, with Commissioner Underhill voting "no"
Speaker(s): Mary Inman, Eleanor Godwin, Jim Inman, Dave Hoxeng, Sharon Sudduth

ANNOUNCEMENTS

1. For Information: The Board heard an update concerning the 2019 Legislative Session from Florida Representative Alexander "Alex" Andrade.

ADJOURNMENT

There being no further business to come before the Board, Chairman May declared the Regular Meeting of the Board of County Commissioners adjourned at 12:27 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: June 6, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16148 **Growth Management Report 12. 1.**
BCC Regular Meeting
Meeting Date: 06/06/2019
Issue: Review of Rezoning Cases Heard by the Planning Board on May 7, 2019
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on May 7, 2019

That the Board take the following action concerning the rezoning cases heard by the Planning Board on May 7, 2019:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2019-06 and Z-2019-07 or remand the case(s) back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2019-06**
Address:	23 Arthur Lane
Property Reference No.:	36-1S-30-9002-011-028
Property Size:	1.01(+/-) acres
From:	HDMU, High Density Mixed use (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre) ****Applicant requested to go to Commercial (Com) zoning****
FLU Category:	MU-U, Mixed Use Urban
Commissioner District:	5
Requested by:	June Baird Guerra, Owner

Planning Board Recommendation:	Approval of Commercial (Com)
Speakers:	June Baird Guerra

2. Case No.: Z-2019-07

Address:	2400 Gulf Beach Hwy
Property Reference:	35-2S-31-1000-018-071
Property Size:	.79(+/-) acres
From:	HDMU, High Density Mixed use (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	MU-U, Mixed Use Urban
Commissioner District:	2
Requested by:	Wiley C. "Buddy" Page, Agent for Linda Raney Trust
Planning Board Recommendation:	Denial
Speakers:	Buddy Page

BACKGROUND:

The above cases were owner initiated and heard at the May 7, 2019, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, “the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request."

To further the County’s policy of “decreasing response time from notification of citizen needs to ultimate resolution,” the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month’s rezoning cases. This report item addresses only the review and upholding of the Planning Board’s recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning requests.

IMPLEMENTATION/COORDINATION:

The cases under review are presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2019-06

Z-2019-07

Z-2019-06

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2019-06
Applicant: June Baird Guerra, Owner
Address: 23 Arthur Lane
Property Size: 1.01 (+/-) acres
From: HDMU, High Density Mixed use (25 du/acre)

To: HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 8th day of November 2018, commencing at approximately 8:45 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chairman — District 5
TIM PYLE — District 2
REID RUSHING — At Large
JAY INGWELL — District 1
ALAN GRAY — At Large

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE — Assistant County Attorney
HORACE JONES, Director
ANDREW HOLMER
ALLYSON LINDSAY
JON FISHER
ANDREW HOLMER
KAYLA MEADOR

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PROCEEDINGS

THE CHAIRMAN: We will now move to our second case. And this is case Z-2019-06, June Baird Guerra; is that correct?

MS. GUERRA: That's correct.

THE CHAIRMAN: Okay.

23 Arthur Lane on 1.01 plus/minus acres, from high-density mixed-use, 25 dwelling units per acre to HC/LI-NA, heavy commercial and light industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses, 25 dwelling units per acre.

At this time, I'll ask members of the board: Has there been any ex parte communication between you the applicant, agents, attorneys, witnesses, fellow Planning Board members or anyone from the public prior to this hearing?

Also disclose if you have visited the subject property and disclose if you are a relative or business associate to any of the parties.

MR. GRAY: No to all, Mr. Chairman

THE CHAIRMAN: Thank you, sir.

MR. PYLE: No to all. Thank you, Chairman

THE CHAIRMAN: Chairman, no to all.

MR. RUSHING: No to all.

THE CHAIRMAN: Thank you.

Staff, on this case, was notice of the hearing sent to all interested parties?

MS. LINDSAY: Yes, sir, it was.

THE CHAIRMAN: Okay. And was it properly posted on the subject property?

MS. LINDSAY: Yes, sir.

THE CHAIRMAN: Ms. Guerra, if there's no objections, we'll let the staff to present the maps and photography.

MS. GUERRA: Thank you.

THE CHAIRMAN: Okay. She's indicated okay with that.

So Allyson, are you presenting?

MS. LINDSAY: Yes.

THE CHAIRMAN: All right.

MS. LINDSAY: Good morning. Allyson Lindsay, Planning and Zoning, Development Services.

This is Z-2019-06, 23 Arthur Lane, from

HDMU, high-density mixed-use to HC/LI-NA.
The first slide is your location map showing the location of the property.
And then the zoning map showing the zoning currently is HDMU, the surrounding HDMU and HC/LI.
The future land use, showing mixed-use urban.
The existing land use.
And the CRA redevelopment of Oakfield.
And here's the aerial showing the current developmental site.
And this is the rezoning public hearing sign that we had posted on site.
This is a picture of the subject property on Arthur.
This is also the subject property. This is the west side, the applicant's residence.
This is another view looking toward Old Palafox from the subject site.
This is looking across Old Palafox from the site on Arthur and Palafox.
Just another . . . Looking across Palafox.
This is looking north along Old Palafox from the corner of Arthur and Old Palafox on the

subject site.
This is looking east along Arthur Lane, which is a dead end road.
Looking west toward Old Palafox from Arthur Lane.
This is another view looking across the street from the subject property northeast.
Looking south onto Old Palafox from the corner of Arthur and Old Palafox.
And that concludes the pictures and photography.
THE CHAIRMAN: Okay.
MR. GRAY: Mr. Chair, I have a question, if I might.
THE CHAIRMAN: Yes.
MR. GRAY: Are the aerials out of date? Is this a new development as a nursery?
MS. LINDSAY: No. This is the current aerial that we took. No. This is a --
MR. GRAY: Is that aerial there?
MS. LINDSAY: This one right here --
MR. GRAY: Okay.
MS. LINDSAY: -- is from two . . . Yeah, I had Drew do this for me. This is the most current.

MR. HOLMER: Good morning.
THE CHAIRMAN: Were you sworn in when we swore everyone in?
MR. HOLMER: No, I was not.
(Andrew Holmer, staff, was duly sworn.)
MR. HOLMER: Drew Holmer, Escambia County Development Services.
So the latest aerial that we have for our JAS is 2016, quite a bit outdated.
There were some changes on this site, so I went to Google Earth, grabbed the image off that, and georeferenced it. So this is a 2018, I believe -- or. No. Excuse me.
MS. LINDSAY: '19.
MR. HOLMER: January 2019 aerial.
THE CHAIRMAN: Okay.
MR. GRAY: Thank you very much.
Thank you, Mr. Chair.
THE CHAIRMAN: Any other questions of the maps or locations?
(No response.)
THE CHAIRMAN: All right. Ms. Guerra, if you'll come forward, please. And if you'll please be sworn in.

- - -
JUNE BAIRD GUERRA, upon being duly sworn, was examined and testified as follows:
- - -
THE CHAIRMAN: Thank you. Good morning.
THE WITNESS: Good morning.
THE CHAIRMAN: If you'll please state your name and address for the record.
THE WITNESS: June Guerra, 23 Arthur Lane.
THE CHAIRMAN: All right. Thank you.
Have you received a copy of the staff's rezoning hearing package and findings of fact?
THE WITNESS: Yes, I have.
THE CHAIRMAN: Okay. And do you understand that it is your burden to provide substantial competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives, and policies of that plan, and is not in conflict with the Land Development Code?
THE WITNESS: Yes.
THE CHAIRMAN: Okay. Thank you.
Please proceed.
THE WITNESS: I come before you because after review with the staff, instead of the

HC/LI rezoning, I'd like to lower it to the industrial -- I mean commercial, instead of the heavy industrial.

THE CHAIRMAN: Okay.

THE WITNESS: With that consideration, it's -- it's still compatible with what's going on in that area, and that across the highway on the west side, that is all HD/LI.

And then on the site where I am on Arthur lane and Palafox, you'll see that it's HDMU.

And I do have a nursery there. I wanted to operate a retail/wholesale exposure on Palafox, and the commercial with what I want to do.

THE CHAIRMAN: Okay. So if you'll just hold for a second.

So when was this recommendation made to the applicant?

MS. LINDSAY: When I and staff did the findings, and I talked with the director and rereviewed the case, and we . . . after research and doing site visits, we considered a better zoning would be more appropriate for commercial.

So when the findings -- Before the findings went out, we did contact Ms. Guerra and

reviewed this with her. She came into the office. And so she did agree that that would be fine.

THE CHAIRMAN: So the findings are consistent, then, with the application as it stands now.

MS. LINDSAY: Yes.

THE CHAIRMAN: That's been updated.

MS. LINDSAY: Yes.

THE CHAIRMAN: Okay. Did you have a question?

MR. PYLE: I was just going to ask if we could -- the confusion may be from the FLU and the zoning as it stands. So we have a CLI across the street, which the applicant -- Maybe that makes sense to apply for that.

However, the future land-use map, everything across is commercial.

And so you're saying that it's more appropriate, due to the fact of what can you -- what could possibly be there in a heavy commercial, light industrial application; is that correct.

MR. JONES: Yes, sir. Yes, sir. Yes, sir.

C would be a more transitional zoning category. Yes, it would be a spot commercial, but going with the existing land uses that's currently out there, if anyone know Old Palafox, it's definitely commercial, but being that this is an existing business and is on local street -- Arthur Lane is surrounded by homes, heavy commercial, light industrial would bring in much more intense uses.

If she would happen to go out of business, then you would have heavy commercial, light industrial. And you see all of that is HDMU. And that would have a severe -- staff is thinking that would have a more adverse impact on the surrounding properties that are facing -- that are on Arthur Lane Road. But C would definitely be more suitable or transitional.

MR. PYLE: That's something we should probably pay attention to. There's a lot of these. Gulf Beach Highway, Palafox. You name it. There's going to be a bunch.

Thank you.

THE CHAIRMAN: Okay.

So obviously, I guess, the reason the case is on here as it's listed is because that's how

it was advertised.

MR. JONES: Yes.

THE CHAIRMAN: And there's been an amendment since then. Okay.

And so it is your wish to go forward with the C, the commercial rezoning request.

THE WITNESS: Yes.

THE CHAIRMAN: Okay. All right.

And we don't have a lot of speakers signed up. We don't have anyone signed up. So do you feel comfortable in expediting the process?

MS. LINDSAY: I do. I mean, I can go through the findings, if you like. It's strictly up to the board.

THE CHAIRMAN: Okay. In some cases, Ms. Guerra, when the applicant and the staff kind of agree that the findings meet the criteria, and we don't have members of the public who are here to protest or something, we sometimes ask to do -- just kind of speed it up so we don't have to do quite as much.

I think in this case, because it was advertised differently, we should at least get the criteria on the record, but we can probably expedite it. So, if you're okay with that.

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THE WITNESS: I am. Thank you.
THE CHAIRMAN: Okay. All right. So we'll give you an opportunity for a closing statement in just a moment.
Allyson.
MS. LINDSAY: Okay. Yes. All right.
So the first . . . I'll give you a little background. This project did come through a preapplication review, and that's when she found out she needed a rezoning.
There is a business currently in process at this site. It did have some code enforcement issues here. That's why she's here in rezoning. She is going through the development review. If this should be approved, she will continue through that development review process.
Okay. So the first criteria, the findings, we did find it was consistent with the Comprehensive Plan because it does allow for professional offices, light industrial, recreation, and the using existing roadways and infrastructures.
Criterion B, consistent with the Land Development Code. As we said, it's not consistent with the intent and purpose.

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The current HDMU would allow for a complementary mix of high-density residential uses and compatible nonresidential uses.
The primary intent of the HC/LI in a district is to establish appropriate areas in land-use regulations for a mix of industrial-type uses, with a broad range of commercial activity and uses, with the exclusions of the bars, nightclubs, microbreweries, microdistilleries, microwineries, and adult entertainment.
So we also did reference Section 3-2.11(f) of the Land Development Code that states that rezoning to HC/LI is appropriate to provide a transition in areas zoned commercial or used for commercial and industrial with the intent to avoid undesirable effects to the nearby properties.
THE CHAIRMAN: Allyson, I'm sorry to interrupt. Can you bring up your presentation on the screen here while you're going through it? Just so everyone can follow along.
Thank you.
MS. LINDSAY: If I can find it. Sorry. I'm a little rusty at this part.

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THE CHAIRMAN: That's okay.
We don't print out the package anymore because -- to save paper, so it's just easier to follow along on the screen. I used to print out every one of them, but I found out I was throwing away a lot of paper, so . . .
MR. GRAY: I noticed -- I've been in business now for over four-and-a-half years, and I have only gone through one-half of my ream of paper.
THE CHAIRMAN: Okay.
MR. GRAY: It's amazing the difference between work, how little we use.
MR. JONES: Ms. Kayla.
THE CHAIRMAN: While you-all are sorting this out, we'll let the record reflect Mr. Jay Ingwell has joined the meeting.
And in order to be able to participate, I just need to ask you a couple of questions about ex parte.
Have you had any ex parte communications with the applicants, agents, attorneys, witnesses, Planning Board members, general public?
This is on case 2019-06, June Guerra, 23

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Arthur Lane.
And also, have you visited the subject property, disclose if you are a relative or business associate of any of the parties.
MR. INGWELL: No to all.
THE CHAIRMAN: All right. Thank you.
We have another board member present now, no to all on ex parte and will participate in discussion and voting on the case.
Okay. Got it?
MS. LINDSAY: Yes.
So now I'm going to start over again.
THE CHAIRMAN: Okay.
MS. LINDSAY: So the first criterion, we did say it was consistent with the Comprehensive Plan.
The Criterion B, consistent with the Land Development Code.
MR. JONES: And, Allyson, let me say something.
Because in order to accurately reflect the record, as you see in criteria -- on the future land, use it says HC/LI-NA. Also, to the commercial zoning -- for commercial zoning would be consistent with the future land-use category

as well.
THE CHAIRMAN: Okay. Very good. Thank you.
MS. LINDSAY: Thank you.
So on the --
MR. GRAY: Maybe for the sake of a new voting member in the room, we should explain that we are not seeking an HC/LI, that the applicant is seeking a commercial, which would accomplish, I think, what the applicant was trying to do. And they won't . . . It's just not reflected correctly because we advertised the meeting the way --
MR. JONES: Yes.
MR. GRAY: -- that it's shown there.
THE CHAIRMAN: That's a great point. Thank you, Alan. Appreciate that.
MR. JONES: Yes.
THE CHAIRMAN: After further discussion with the staff members, they found that it was more appropriate to go with the commercial.
And the applicant has accepted that, as opposed to the HC/LI.
MR. INGWELL: I have read the packet ahead, and I saw where staff had made the

comments for commercial. I read the packet beforehand, and I noted that staff had basically recommended a commercial as more applicable, so I was aware of that.
THE CHAIRMAN: Okay. Very good. Thank you. And thank you, Alan. Okay. Go ahead. Sorry for the big interruption. I wanted to just get all of our housekeeping done.
MS. LINDSAY: So as far as the findings for B, consistent with the Land Development Code, the original request to HC/LI-NA would not be consistent with the intent and purpose of the Land Development Code.
However, we did note that the commercial zoning would be more appropriate for the area, with the . . . Well, so now in order to provide for consistency with the -- with what is currently in operation on the partial and what can be better suited, we did find a more suitable designation for the subject parcel to be commercial.
The primary intent of commercial is to provide for those commercial activities, especially the retailing of commodities and services, with a limitation on certain types of

outdoor uses.
The commercial zoning designation will allow for more diverse commercial uses than the current HDMU, while maintaining compatibility with the existing uses in the surrounding area.
Also, the Land Development Code does say that the rezoning to commercial is appropriate to provide transition for areas used as high-density mixed-use.
According to the parcel, it is located on the corner -- Accordingly, the parcel is located at the corner of Arthur Lane, which is a local road, and Old Palafox, an urban collector, with the zoning designation of HC/LI across the street from the subject parcel.
The parcel adjacent and surrounding the subject parcel is zoned HDMU and containing either a church, mobile home park, auto parts store, car lots, or residential.
So Criterion C --
MR. JONES: And as you can see -- Let me jump in. And as you can see, based upon the existing land uses, C, the commercial zoning of C as well, it is -- those uses are allowed in the C, commercial zoning, as well because, yes,

yes, you -- we do see where HC/LI is across the street, if you look at the existing land use map. But that's mostly car sales. And car sales, they're allowed in commercial zoning.
It does -- You don't see any of those heavy commercial, industrial-type uses that's on Old Palafox, so that's why -- that's why we still think that the C would be more suitable with the existing uses that are currently in place surrounding the parcel in question.
THE CHAIRMAN: All right. Thank you, Horace.
MS. LINDSAY: So for Criterion C, compatible with surrounding uses, the original -- our findings were that the original proposed for HC/LI-NA would also be compatible with surrounding uses, although the commercial would be more suitable. We did find that in the area there were parcels that were HDMU and HC/LI.
The businesses within the 500 feet were car lots, auto parts stores, mobile home park, residential homes, and churches.
Criterion D, appropriate if spot zoning. Both the HC/LI and the commercial would both be

considered to be spot zoning.
But here, again, we recommended that the commercial zoning would be less intense for the adjacent parcels in the area. And regardless of the zoning designation, for all practical purposes, the development would be allowed to go in an orderly pattern with the surrounding area.
Appropriate with changed or changing conditions, criterion E. The land uses in the area surrounding the parcel, they have not changed. And the areas has existing public infrastructures, and redevelopment of existing property, it aims to better use of the property that would provide an economic return on the community, as well as being compatible with the existing uses in the area. And it could be considered infill development for the commercial zoning designation.
And that concludes staff's findings.
THE CHAIRMAN: Okay. Board members, any questions of staff?
(No response.)
THE CHAIRMAN: At this time, I don't think we have any new members that have joined our group here, so we're not going to open public

comments because no one has signed up, and there's no members of the public present that have requested to speak on this.
So at this time, Ms. Guerra, if you want to come back forward, we will give you an opportunity to give us any additional information and a closing statement.
THE WITNESS: I don't have any additional information. And I thank you for your time.
THE CHAIRMAN: All right. Thank you, ma'am.
Any questions of the applicant?
MR. GRAY: No, Mr. Chair.
THE CHAIRMAN: All right.
The Chair will entertain a motion.
MR. GRAY: I have a question. So if a motion comes forth, it needs to . . . it needs to include that there is a condition of spot zoning, but we're going to make the approval, even with the condition of spot zoning present, once this approval is made; is that correct, staff?
MR. JONES: Yes.
MR. GRAY: Is that the only condition that the motion would need?

MS. LINDSAY: Well, I need think also you need to make sure, because the applicant has requested, as well as staff recommendation, to change her request from HC/LI into a commercial.
THE CHAIRMAN: Because that's what was advertised originally.
MR. GRAY: Let me see if I can, Mr. Chair, if there's no objection.
THE CHAIRMAN: All right.
MR. GRAY: so I'd like to make a motion that we approve zoning case Z-2019-06, understanding that this does create a condition of spot zoning; but given the applicant has moved from HC/LI down to C, that we're accepting that condition, and that is consistent with the surrounding area.
THE CHAIRMAN: Okay.
MR. GRAY: Does that go to the task that we need to?
THE CHAIRMAN: I think it does.
MR. PYLE: Second the motion.
THE CHAIRMAN: Motion and a second.
Any further discussion?
(No response.)
THE CHAIRMAN: All those in favor say

"aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries unanimously.
(Hearing concluded at 9:10 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. B.**

Meeting Date: 05/07/2019
CASE : Z-2019-06
APPLICANT: June Baird Guerra, Owner
ADDRESS: 23 Arthur Lane
PROPERTY REF. NO.: 36-1S-30-9002-011-028
FUTURE LAND USE: MU-U, Mixed Use Urban
DISTRICT: 5
OVERLAY DISTRICT: Oakfield Redevelopment
BCC MEETING DATE: 06/06/2019

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HDMU, High Density Mixed use (25 du/acre)

TO: HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

CPP FLU 1.3.1 Future Land Use Categories The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

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

FINDINGS

The proposed amendment to HC/LI-NA **is consistent** with the intent and purpose of Future Land Use category Mixed Use Urban as stated in CPP FLU 1.3.1. The Comprehensive Plan allows for professional offices, light industrial, recreational facilities, public and civic. The parcel will utilize the existing public road, utilities, and infrastructure.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Sec. 3-2.9 High Density Mixed-use district (HDMU)

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

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is

limited by the applicable FLU and their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses outside of the Industrial (I) future land use category but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services

See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
f. Funeral establishments.
g. Homeless shelters.
h. Hospitals.
i. Offices for government agencies or public utilities.
j. Places of worship.
k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.
See also conditional uses in this district.

(5) Recreation and entertainment.
a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.
b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.
c. Marinas, private and commercial.
d. Parks, with or without permanent restrooms or outdoor event lighting.
See also conditional uses in this district.

(6) Industrial and related. The following industrial and related uses, except within MU-S.
a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.
b. Marinas, industrial.
c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA.
See also conditional uses in this district.

(7) Agricultural and related.
a. Food produced primarily for personal consumption by the producer, but no farm animals.
b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.
c. Veterinary clinics, excluding outside kennels.
See also conditional uses in this district.

(8) Other uses. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.
a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to

adoption of HC/LI zoning.
b. Building or construction trades shops and warehouses, including on-site outside storage.
c. Bus leasing and rental facilities, not allowed within MU-S.
d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.
e. Outdoor adjacent display of plants by garden shops and nurseries.
f. Outdoor sales.
g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.
h. Parking garages and lots, commercial, not allowed within MU-S.
i. Sales and outdoor display of prefabricated storage sheds.
j. Self-storage facilities, including vehicle rental as an accessory use.
(2) HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

(e) Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria.
(1) Parcel previously zoned GBD within the MU-S FLU along Hwy 29 or SR 95A. Parcels previously zoned GBD and within the MU-S future land use category which are located along and directly fronting U.S. Highway 29 or State Road 95A
(2) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.
(3) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:
a. Not abutting a RR, LDR or MDR zoning district
b. Any intrusion into a recorded residential subdivision is limited to a corner lot
c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.
d. **Adverse impacts** to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
e. **Location** in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding

parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
(4) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

FINDINGS
The proposed amendment **is not** consistent with the intent and purpose of the Land Development Code. The current zoning of HDMU allows for a complimentary mix of high density residential uses and compatible non-residential uses with the intent to exclude permanent outdoor storage and display outdoor retail sales and services. The primary intent of the HC/LI-NA zoning district designation is to establish appropriate areas and land use regulations for a mix of industrial type uses with a broad range of commercial activities and uses with the exclusion of bars, nightclubs, microwbreweries, microdistilleries, microwiners, and adult entertainment as referenced therein. Equally important, Section 3-2.11(f) of the Land Development Code (LDC) generally states that rezoning to HC/LI is appropriate to provide transitions between areas **zoned commercial** or used for commercial and industrial with the intent to avoid undersirable effects on nearby property and residential uses. There is an existing non-conforming commercial business on the subject property. Unfortunately, appropriate authorization, as require by the LDC, was not given for the commercial establishment to proceed, nor does it comply with the applicable zoning provisions as well as with the site and building requirements of High Denisty Mixed use. Again staff concludes that the proposed rezoning request to HC/LI-NA is not consistent with Criterion B.

Now in order to provide for consistency with what is currently in operation on the parcel, and what can be better suited with any future scenarios, staff determines **a more suitable designation for the subject property would be Commercial (Com).** The primary intent of the Commmercial district is to provide for general commercial activities, especially the retailing of commodities and services with limitation on certain types of ourdoor uses. The commercial zoning designation will allow more diverse commercial uses than the current HDMU zoning while maintaining compatibilty with existing uses in the surrounding area. Futhermore, Section 3-2.10(f) of the LDC affirms that rezoning to Commercial is appropriate to provide transition for areas used as high-density mixed use. Accordingly, the parcel is located at the corner of Arthur Lane, a local street and Old Palafox, a urban collector roadway with zoning designations of HC/LI across the street from

the subject parcel. The parcels adjacent and surrounding the subject property are zoned HDMU and contain either a church, mobile home park, auto parts store, car lots, or residential.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

While the proposed amendment **is** compatible with surrounding existing uses in the area, a more suitable zoning would be Commercial.

Within the 500 radius impact area, staff observed properties with zoning districts HDMU and HC/LI. The parcel currently has a single family residence on the eastern portion and a plant nursery on the west half, at the corner of Old Palafox and Arthur. The businesses within 500 feet are car lots, auto parts stores, churches and a mobile home park, as well as residential homes. The use of the parcel will include a plant nursery which has already completed a pre-application conference for the development. If this request is granted, the applicant will submit plans for a site plan review and permitting.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The proposed request to HC/LI-NA as well as the recommended Commercial

zoning designation are considered spot zoning by the definition. The commercial zoning would be less intense for the adjacent parcels and regardless of the zoning designation, for practical purposes, the development would result in logical and orderly development.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions.

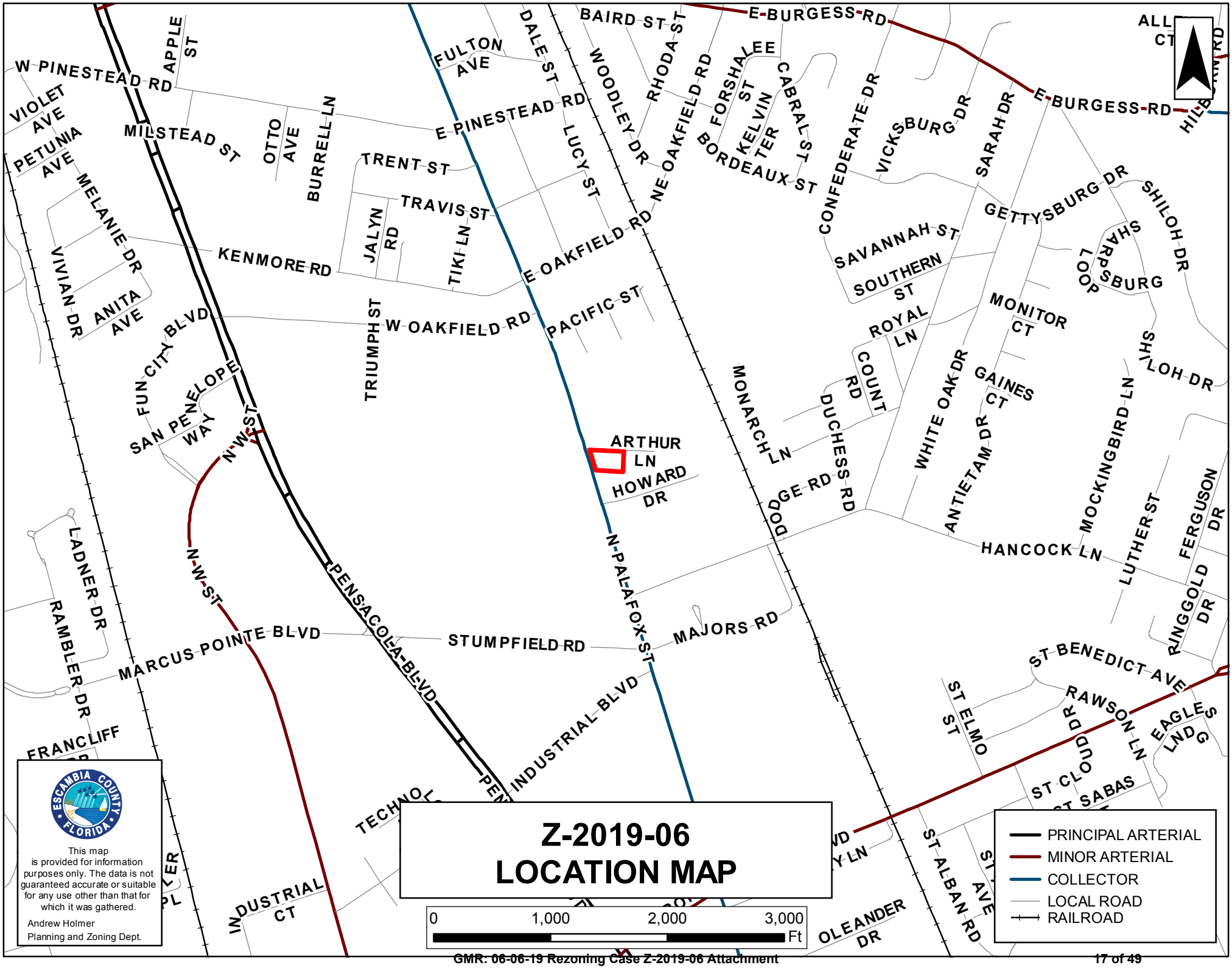
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

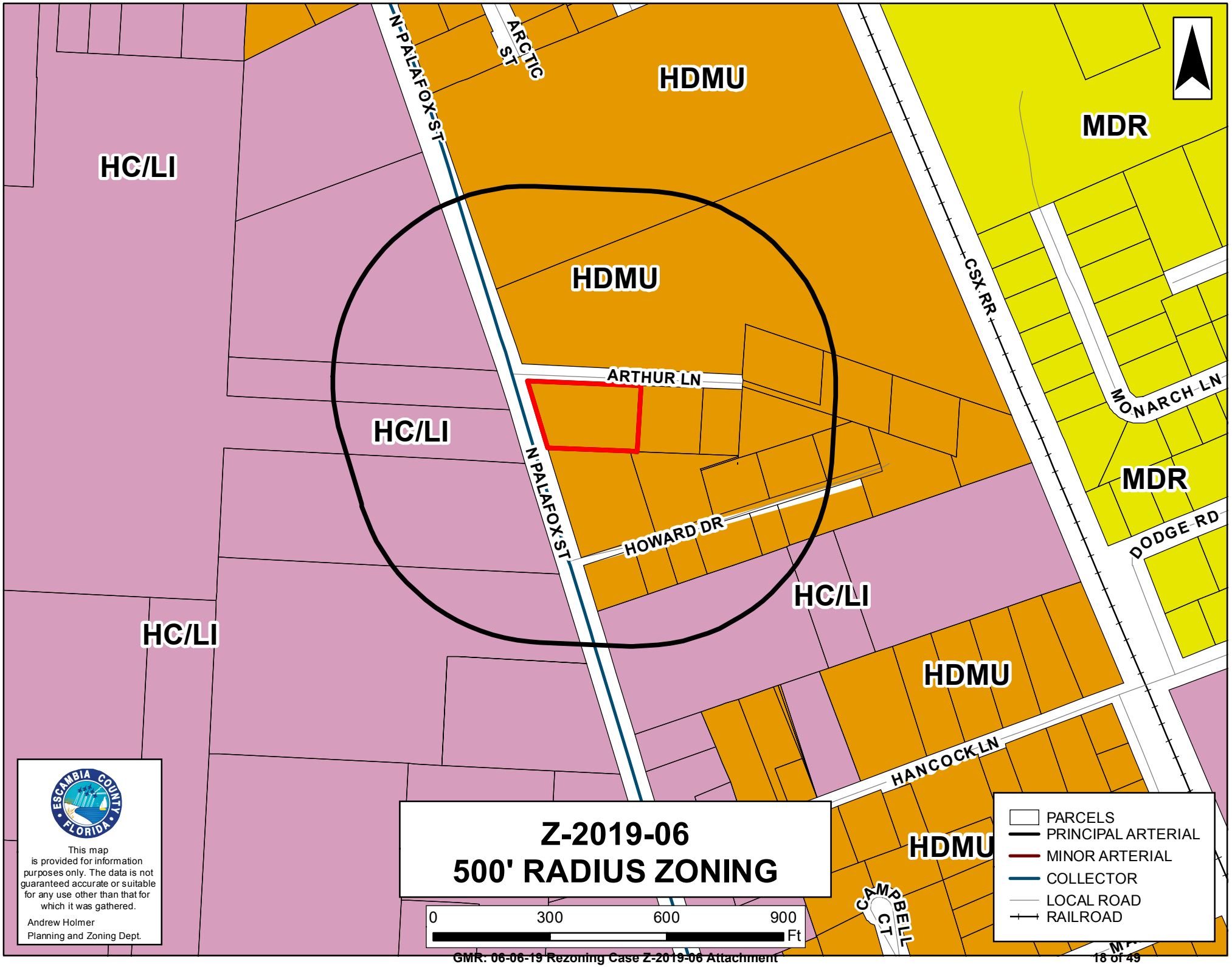
FINDINGS

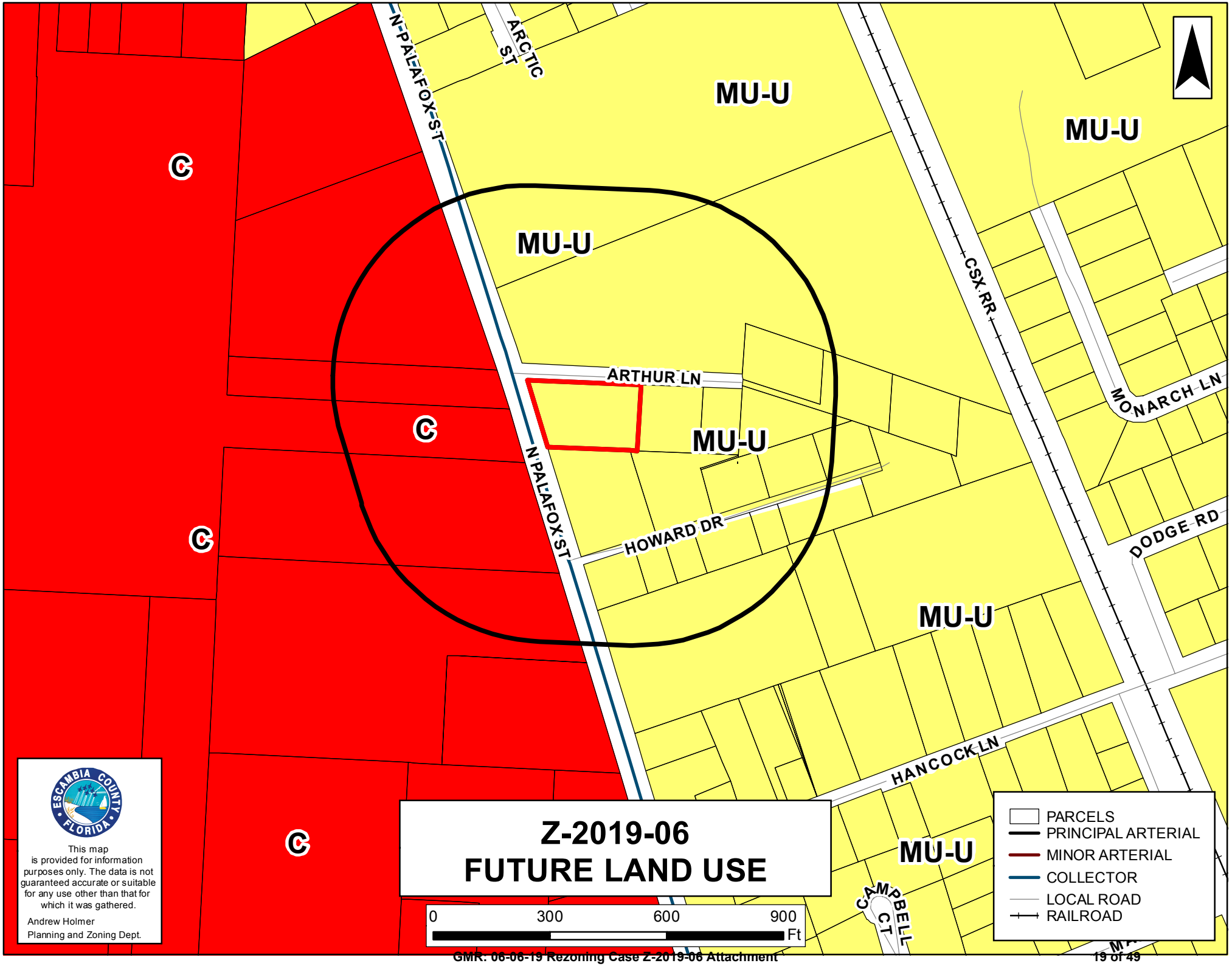
The land uses or development conditions within the area surrounding the property of rezoning **have not** changed. The area has existing public infrastructure and the redevelopment of the existing built property aims for a better use of the property that could provide an economic return on the communtiy, as well as being compatible to the existing uses in the area and could be considered as infill development.

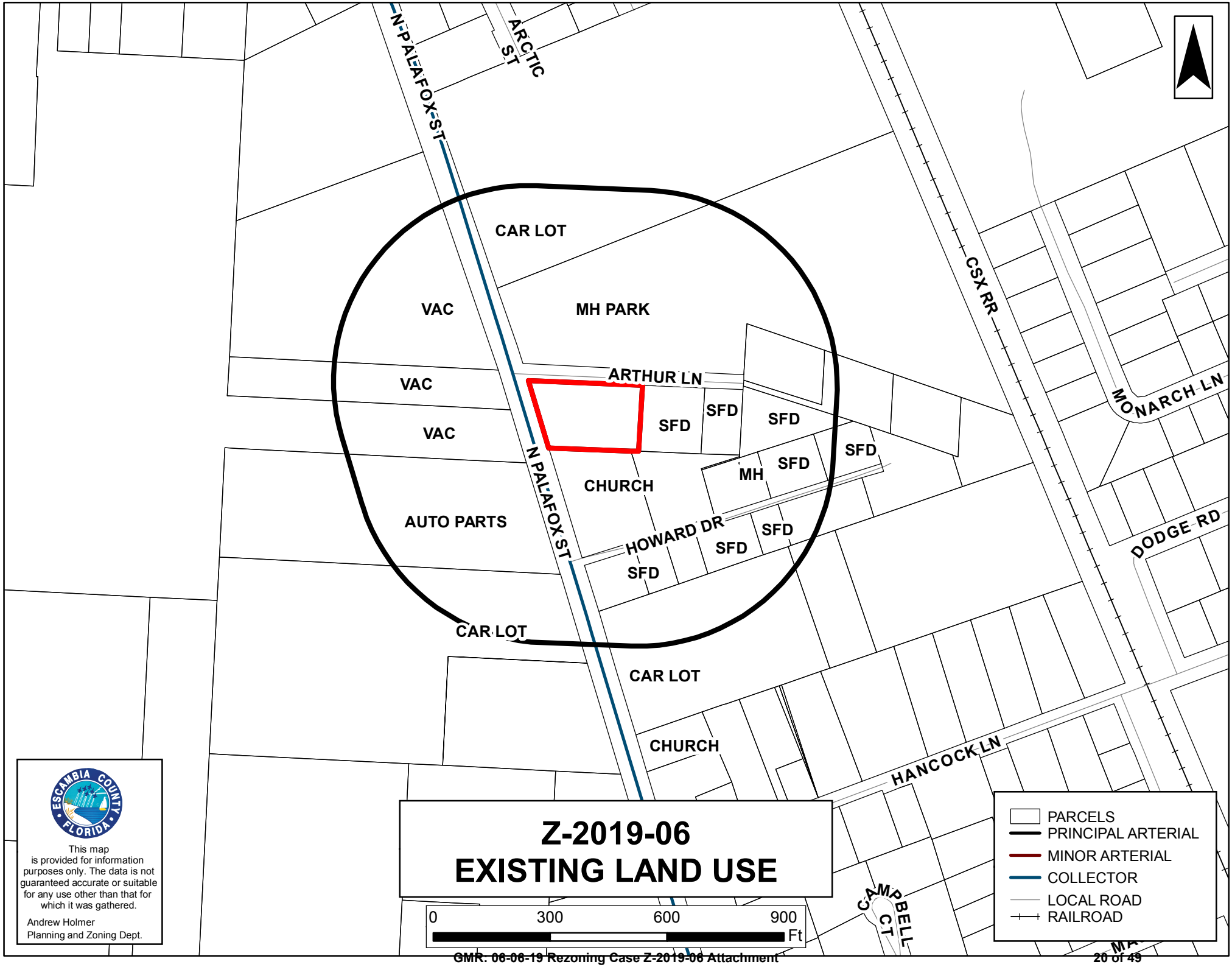
Attachments

Working case file


Z-2019-06
LOCATION MAP
ARTHUR LN
HOWARD DR
W PINESTEAD RD
E PINESTEAD RD
E BURGESS RD
BAIRD ST
FULTON AVE
DALE ST
WOODLEY DR
RHODA ST
NE OAKFIELD RD
FORSHALEE ST
KELVIN TER
CABRAL ST
BORDEAUX ST
CONFEDERATE DR
VICKSBURG DR
SARAH DR
GETTYSBURG DR
SHILOH DR
SHARPSBURG LOOP
SAVANNAH ST
SOUTHERN ST
ROYAL LN
MONITOR CT
GAINES CT
WHITE OAK DR
ANTIETAM DR
MOCKINGBIRD LN
LUTHER ST
FERGUSON DR
RINGGOLD DR
HANCOCK LN
ST BENEDICT AVE
RAWSON LN
EAGLES LNDG
ST CLOUD RD
ST ELMO ST
ST ALBAN RD
OLEANDER DR
MONARCH LN
DUCHESS RD
COUNT RD
DODGE RD
LUCY ST
N PALAFOX ST
APPLE ST
VIOLET AVE
PETUNIA AVE
MILLSTEAD ST
OTTO AVE
BURRELL LN
TRENT ST
TRAVIS ST
JALYN RD
TIKI LN
E OAKFIELD RD
KENMORE RD
MELANIE DR
VIVIAN DR
ANITA AVE
FUN CITY BLVD
SAN PENELOPE WAY
TRIUMPH ST
W OAKFIELD RD
PACIFIC ST
N W ST
PENSACOLA BLVD
LADNER DR
RAMBLER DR
FRANCLIFF
MARCUS POINTE BLVD
STUMPFIELD RD
MAJORS RD
INDUSTRIAL BLVD
INDUSTRIAL CT
TECHNOLOGY
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
0
1,000
2,000
3,000
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


HDMU
MDR
HC/LI
HDMU
ARTHUR LN
HC/LI
HOWARD DR
HC/LI
HC/LI
HDMU
HDMU
N PALAFOX ST
ARCTIC ST
CSX RR
MONARCH LN
DODGE RD
HANCOCK LN
CAMPBELL CT
Z-2019-06
500' RADIUS ZONING
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300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


N PALAFOX ST
ARCTIC ST
CSX RR
ARTHUR LN
HOWARD DR
MONARCH LN
DODGE RD
HANCOCK LN
CAMPBELL CT
MU-U
C
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
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Ft
Z-2019-06
FUTURE LAND USE
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



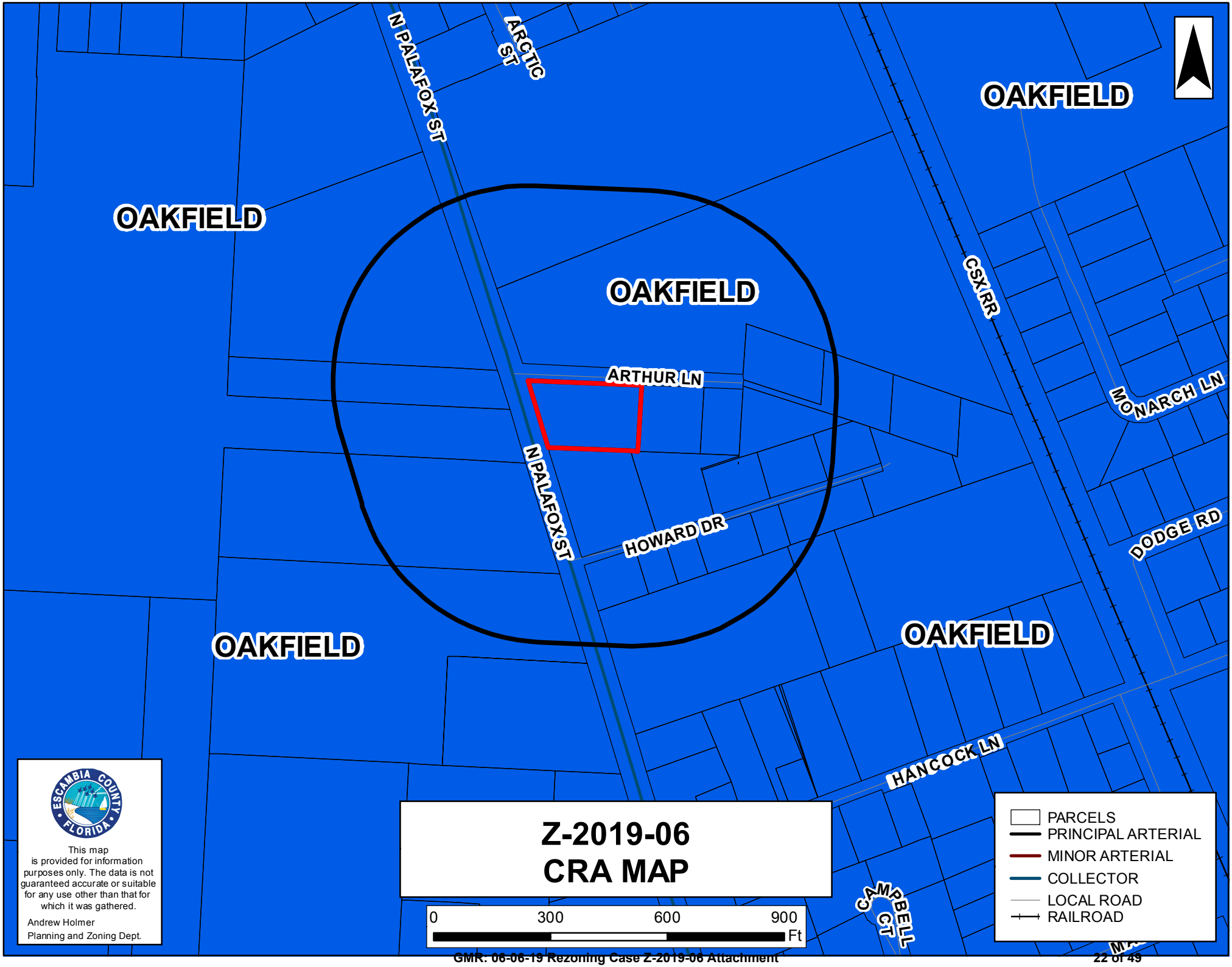
Z-2019-06
EXISTING LAND USE

ESCAMBIA COUNTY FLORIDA

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

Andrew Holmer
Planning and Zoning Dept.


N PALAFOX ST
ARTHUR LN
HOWARD DR
Z-2019-06
AERIAL MAP
0
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200
300
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


N PALAFOX ST
ARCTIC ST
OAKFIELD
OAKFIELD
OAKFIELD
CSX RR
ARTHUR LN
MONARCH LN
N PALAFOX ST
HOWARD DR
DODGE RD
OAKFIELD
OAKFIELD
HANCOCK LN
CAMPBELL CT
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2019-06
CRA MAP
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD



Public Hearing Sign



Subject property



Subject property



Looking southeast onto property from the home on site



View looking toward Old Palafox from subject property



Looking across Old Palafox from subject property



Looking across Old Palafox from subject property



Looking north along Old Palafox from Subject property



Looking east along Arthur Lane



Looking west toward Old Palafox from Arthur Lane



Looking northeast across Arthur Lane from subject property



Looking south onto Old Palafox from corner of Arthur and Old Palafox



Looking northwest from subject property

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

1903745PPB

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2019-06 Accepted by: ALindsay PB Meeting: 5/7/19

1. **Contact Information:**

   A. **Property Owner/Applicant:** June Baird Guerra
   Mailing Address: 23 Arthur Lane
   Business Phone: 8504769212 Cell: 8507128538
   Email: junebguerra@gmail.com

   B. **Authorized Agent (if applicable):** _____
   Mailing Address: _____
   Business Phone: _____ Cell: _____
   Email: _____

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 23 Arthur Lane Pensacola FL 32503
   Parcel ID (s): 04-0777-000
   (361530900[redacted]2011028) Reference number

   B. Total acreage of the subject property: 0.5 acres

   C. Existing Zoning: HDMU
   Proposed Zoning: HC/LI-NA; explain why necessary and/or appropriate
   want to operate plant nursery for retail and/or wholesale

   FLU Category: _____

D. Is the subject property developed (if yes, explain): Property has material mats with plants and trees

E. Sanitary Sewer: yes Septic: yes

3. **Amendment Request**

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. **Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

Changing from HDMU to HC/LI-NA, which is consistent with the Comprehensive Plan. under the FLU heading, allowed categories include HC/LI-NA as an appriate and an adjective use.

b. **Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

This request is consistent with the stated purpose for HC/LI-NA at Sec 3-2.11.6.b. The site is located with HC/LI zoning surrounding and trending to this zone category. Any future development or signage will be reviewed through the DRC.

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

Property to the West of the subject property. (within the 500 figure) are all zoned HC-LI and are owned by Gulf Power (60+acres), Butler Auto Sales, and Escambia County Education Association. This request will be compatible with those adjacent uses.

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

The purpose zoning would not establish spot zoning

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

There Are no rezoning changed in this area.

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 04-0777-000(36153090020011028)

Property Address: 23 Arthur Lane Pensacola, FL. 32503

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 28th DAY OF February, YEAR OF 2019.

June Baird Guerra — Signature of Property Owner

June Baird Guerra — Printed Name of Property Owner

2/28/19 — Date

Signature of Property Owner

Printed Name of Property Owner

Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at _____
_____, Florida, property reference number(s)_____
_____ I hereby designate _____
_____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this _____day of_____ the year of,_____, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name:_____ Email:_____
Address:_____ Phone:_____

_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date
_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF _____COUNTY OF _____
The foregoing instrument was acknowledged before me this _____day of _____ 20 ___,
by _____.
Personally Known □ OR Produced Identification□. Type of Identification Produced: _____

_____	_____
Signature of Notary	Printed Name of Notary

(Notary Seal)

5. Submittal Requirements

A. ✓ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. ✓ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. ✓ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. ✓ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. X Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	Printed Name Owner/Agent	Date
June Baird Guerra	June Baird GUERRA	2/28/2019
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 28 day of February 2019, by June Baird Guerra.

Personally Known ☐ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary	Printed Name of Notary	(notary seal)
	Charles L Hoffman Jr	

CHARLES L. HOFFMAN, JR.
State of Florida-Notary Public
Commission # GG 55799
My Commission Expires
February 28, 2021

Development Services Department
Escambia County, Florida

FOR OFFICE USE:
CASE #:

AFFIDAVIT OF ACKNOWLEDGEMENT

As applicant for rezoning of the property located at 23 Arthur Lane Pensacola, Florida, property reference number(s) 361530900201 1028 I affirm this to be a voluntary request and hereby acknowledge if this parcel is designated HC/LI-NA, then notwithstanding any other provision of LDC Chapter 3 Sec. 3-2.11, bars, nightclubs, and adult entertainment uses shall be prohibited uses for this parcel.

Applicant Name: June Baird Guerra Email: junebguerra@gmail.com
Address: 23 Arthur Lane Pensacola, FL Phone: 850 712 8538

June Baird Guerra — June Baird Guerra — 2/12/2019
Signature of Applicant — Printed Name of Applicant — Date

June Baird Guerra — June Baird Guerra — 2/12/2019
Signature of Property Owner — Printed Name of Property Owner — Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 12 day of Feb 20 19, by June Baird Guerra.

Personally Known □ Or Produced Identification □. Type of Identification Produced: FL DL

MELINDA MCGEHEE
Notary Public - State of Florida
Commission # FF 970101
My Comm. Expires Mar 10, 2020
(Notary Seal)

Signature of Notary — Printed Name of Notary

June Baird Guerra
23 Arthur Lane
Pensacola, Florida 32503
850 712 8538
Parcel ID 04-0777-000
Reference Number: 3615309002011028

The parcel is located at 23 Arthur Lane, on the corner of Arthur Lane and Palafox Street. Currently zoned HDMU with the future land use of Mixed-Use Urban. As stated in the Comprehensive Plan Policy FLU 1.5.1, Mixed-Use Urban allows for residential as well as commercial uses. The parcel will use the existing roads, utilities, and infrastructure.

The proposed nursery will not adversely or negatively impact the surrounding existing uses. The requested zoning to HC/LI-NA will maintain a balance between different land uses, allowing commercial uses to coexist and achieve long term compatibility with residential uses, as there is already established business which, are consistent with the HC/LI-NA zoning and the new use would constitute infill development of similar intensities as development on other parcels in the area.

On the .51 acre parcel, I plan to construct a nursery with no additional buildings on site. The project is going through the development review process to address, parking, buffering, and landscape. The ingress/egress to the site will be from Arthur Lane. The parcel is on a corner lot and access to the site will be on Arthur Lane as per access easements commands. No available access on the arterial road, Palafox, and will not be traverse into the neighborhood.

Hours of operation will be 9:00AM to 5:00 PM Monday through Saturday. There will not be any noise, smoke, glare, emissions, dust or odors emitted from this use. There are no wet lands or endangered species on the site.

The parcel is currently HDMU and surrounded on the East side of Palafox Street by Community House of Prayer, Tanglewood Gardens Mobile Home Park, Pentecostal Temple Ministries, Moye Auto Sales, and on the West side of Palafox Street is surrounded by Escambia County Education Association, 60+ acres owned by Gulf Power Company, Butler Auto Sales and Butler Tire Store. These are all commercial uses, such as, churches, car lot, mobile home park, and county association.

I believe that as we look to the future of this area of Palafox Street the request to HC/LI-NA is in keeping with the surrounded uses and will be compatible.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **April 26, 2019**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2019-06**

TTO Staff has reviewed the Rezoning Case (Z)-2019-06 23 Arthur Lane (HDMU to HC/LI), agenda item for the Planning Board meeting scheduled for May 7, 2019. Please see the below comments.

Arthur Lane is a narrow two-lane local roadway. Arthur Lane is approximately 16 feet wide with a right-of-way of 40 feet. Arthur Lane is a dead-end street that ties into Palafox Street at the property in question.

The Florida Department of Transportation will be resurfacing this section of Palafox Street in year 2022. County does not have any proposed improvement projects scheduled for Arthur Lane.

Per the Florida-Alabama TPO's Congestion Management Process Plan, N. Palafox Street is classified as an Urban Collector with a Maximum LOS of D and a corresponding daily volume threshold of 17,700. Near Arthur Lane, the daily volume on North Palafox for 2018 was recorded as 14,700. Arthur Lane is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: **Horace Jones, Development Services Department Director**
Joy Jones, P.E., Engineering Department Director
Allyson Lindsay, Development Services Department

Clara Long, FRA-RP, Division Manager
Community Redevelopment Agency

April 29, 2019

Planning and Zoning Department
C/O Horace Jones, Director

RE: Z-2019-06

This rezoning project is in the Oakfield CRA District. Currently there are no overlay restrictions that address “Spot Zoning” and therefore CRA agrees with any of the findings conducted by the Planning and Zoning staff. I can be reached at 850-595-3596 or email: cflong@myescambia.com

Thanks in advance,

Clara Long

Clara Long, FRA-RP
CRA Division Manager

State of Florida
Escambia County

OFFICIAL RECORDS 481 PAGE 404

WARRANTY DEED

Know All Men by These Presents: That we CHARLES E. SERMON and ETOYLE SERMON, husband and wife,

for and in consideration of ONE HUNDRED DOLLARS and other good and valuable considerations

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto MICHAEL A. GUERRA and JUNE BAIRD GUERRA, husband and wife, (whose mailing address is 20 Arthur Lane, Pensacola, Florida) their heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

That portion of Lot 28 of Boley's Subdivision of Section Thirty-eight (38), Township One (1) South, Range Thirty (30) West, more particularly described as follows: The South 158 feet of the North 198 feet of that part of Lot 28 as lies between the East line of Section 36 and the East line of the right-of-way of Florida State Road No. 7; LESS AND EXCEPT THE EAST 260 FEET THEREOF.

TO HAVE AND TO HOLD unto the grantees, their heirs and assigns, forever.

STATE OF FLORIDA DOCUMENTARY STAMP TAX $1.00

FLORIDA DOCUMENTARY SURTAX $.70

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And we covenant that we are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that we, our heirs, executors and administrators, the said grantees, their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend, except for 1970 taxes which are assumed by the grantees.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of March A.D. 1970.

Signed, Sealed and delivered in the presence of

Patsy D. Ellmaker

James A. Williams, Jr.

CHARLES E. SERMON (SEAL)

ETOYLE SERMON (SEAL)

(SEAL)

(SEAL)

(SEAL)

RECORDED & RECORD VERIFIED MAR 19 12 51 PM '70 JOHN A. CHRISTOPHER CLERK CIRCUIT COURT

State of Florida
Escambia County

Before the subscriber personally appeared CHARLES E. SERMON and ETOYLE SERMON, to me well known, and known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of March 1970.

Prepared by
J. D. JR.
Williams Bldg.
Pensacola, Florida 32501

Notary Public
State of Florida at Large
My commission expires

Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING SUMMARY FORM

36-1S-30-9002-011-028
Property Reference Number

June Guerra
Name

6520 Palafox
Address

☑ Owner ☐ Agent

Referral Form Included? Y / (N)

MAPS PREPARED

☑ Zoning
☑ FLU
☐ Aerial
☐ Other:_____

PROPERTY INFORMATION

(:51)

Current Zoning: HDMU Size of Property: 1.11 +/-
Future Land Use: MU-U Commissioner District: 3
Overlay/AIPD: NA Subdivision:_____
Sanitary Sewer____ Septic Tank_____
Redevelopment Area*: Oakfield

*For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: HC/LI-NA

Is Locational Criteria applicable? yes If so, is a compatibility analysis required?_____

Owner began process for a plant nursery + needs to rezone from HDMU to a zoning that will allow this use. HC/LI-NA will allow a nursery. Does not meet locational criteria & apply will documented compatibility w/ application. Will need to complete split zoning request from Property Appraiser prior to submittal of rezoning

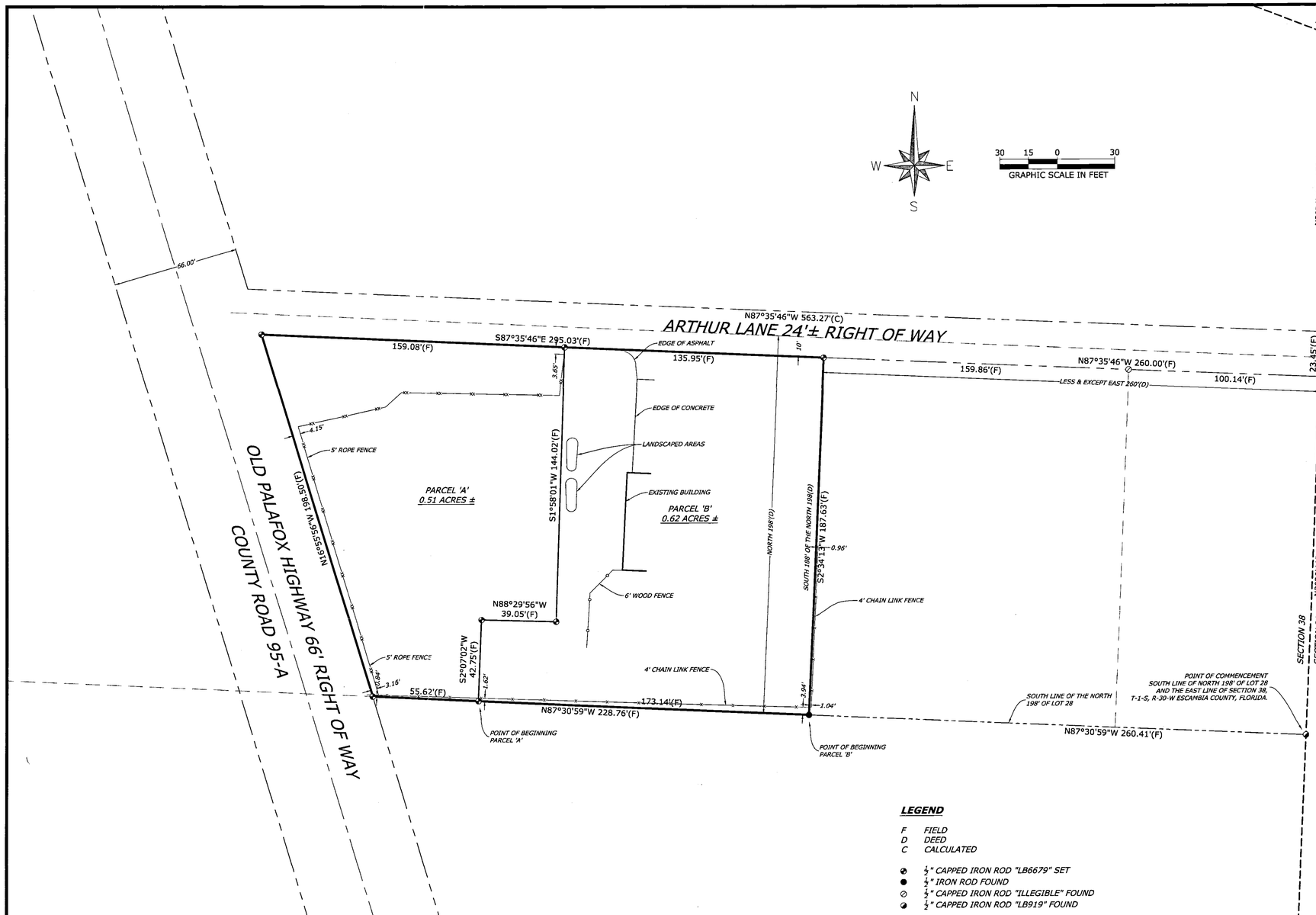
☒ Applicant will contact staff for next appointment
☐ Applicant decided against rezoning property
☐ Applicant was referred to another process
☐ BOA ☐ DRC ☐ Other: Site Plan Review
Process Name

Staff present: Allyson Lindsay Date: 2/12/19

Applicant/Agent Name & Signature: June Beard Guerra

This form is for **rezoning inquiries** only and it doesn't negate or elevate the owner/applicant/ agent from any other necessary regulations, process or procedures required for development of this site. Applicant shall not rely on comments made by any County staff as approval or rejection of the proposed development. until the appropriate application has been submitted.

H:\2018\180086 - 23 Arthur Lane - Boundary\Survey\Dwg\180086Bndy.dwg, 11/09/18 11:30:45 AM, KIP 3000 Series.pc3



LEGEND

F	FIELD
D	DEED
C	CALCULATED
◪	½" CAPPED IRON ROD "LB6679" SET
●	½" IRON ROD FOUND
⊘	½" CAPPED IRON ROD "ILLEGIBLE" FOUND
◪	½" CAPPED IRON ROD "LB919" FOUND

LEGAL DESCRIPTION:
PARENT TRACT (OR BOOK 481, PAGE 404)

THAT PORTION OF LOT 28 OF BOLEY'S SUBDIVISION OF SECTION THIRTY EIGHT (38), TOWNSHIP ONE (1) SOUTH, RANGE THIRTY (30) WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:THE SOUTH 188 FEET OF THE NORTH 198 FEET OF THAT PART OF LOT 28 AS LIES BETWEEN THE EAST LINE OF SECTION 38 AND AND THE EAST LINE OF THE RIGHT OF WAY OF FLORIDA STATE ROAD NO. 7: LESS AND EXCEPT THE EAST 260 FEET THEREOF.

LEGAL DESCRIPTION PARCEL 'A'
(PREPARED BY FABRE ENGINEERING & SURVEYING)

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NORTH 198 FEET OF LOT 28 OF BOLEY'S SUBDIVISION AND THE EAST LINE OF SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED N87°30'59"W ALONG SAID SOUTH LINE OF THE NORTH 198 FEET OF LOT 28 OF BOLEY'S SUBDIVISION FOR A DISTANCE OF 260.41 FEET; THENCE CONTINUE N87°30'59"W FOR A DISTANCE OF 173.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N87°30'59"W FOR A DISTANCE OF 55.62 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF OLD PALAFOX HIGHWAY (66 FOOT RIGHT OF WAY); THENCE PROCEED N16°55'56"W ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 198.50 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ARTHUR LANE (24' RIGHT OF WAY); THENCE PROCEED S87°35'46"E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 159.08 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE PROCEED S01°58'01"W FOR A DISTANCE OF 144.02 FEET; THENCE PROCEED N88°29'56"W FOR A DISTANCE OF 39.05 FEET; THENCE PROCEED S02°07'02"W FOR A DISTANCE OF 42.75 FOR THE POINT OF BEGINNING.

ALL LYING AND BEING IN A PORTION OF SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA. CONTAINING 0.51 ACRES MORE OR LESS.

LEGAL DESCRIPTION PARCEL 'B'
(PREPARED BY FABRE ENGINEERING & SURVEYING)

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF NORTH 198 FEET OF LOT 28 OF BOLEY'S SUBDIVISION AND THE EAST LINE OF SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED N87°30'59"W ALONG SAID SOUTH LINE OF THE NORTH 198 FEET OF LOT 28 OF BOLEY'S SUBDIVISION FOR A DISTANCE OF 260.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N87°30'59"W FOR A DISTANCE OF 173.14 FEET; THENCE DEPARTING SAID SOUTH LINE PROCEED N02°07'02"E FOR A DISTANCE OF 42.75 FEET; THENCE PROCEED S88°29'56"E FOR A DISTANCE OF 39.05 FEET; THENCE PROCEED N01°58'01"E FOR A DISTANCE OF 144.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ARTHUR LANE (24' RIGHT OF WAY); THENCE PROCEED S87°35'46"E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 135.95 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE PROCEED S02°34'13"W FOR A DISTANCE OF 187.63 FEET FOR THE POINT OF BEGINNING.

ALL LYING AND BEING IN A PORTION OF SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA. CONTAINING 0.62 ACRES MORE OR LESS.

GENERAL SURVEY NOTES:

1. *THIS IS A BOUNDARY SURVEY.*
2. *THE FIELD SURVEY WAS PERFORMED ON 10/23/18 AND RECORDED IN FIELD BOOK 263, PAGES 12, 15, 16.*
3. *NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, U.S. SURVEY FEET, FLORIDA NORTH ZONE, NAD83.*
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NOVEMBER 8, 2018

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DRAWN BY	RJS
CHECKED BY	FJF
DATE	11/07/18
JOB NUMBER	180086
FILE NAME	180086Bndy.dwg
SHEET	1 OF 1

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 5/7/2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: June Baird Guerra

*Address: 23 Arthur Lane *City, State, Zip: 32503

Pensacola, FL

Email Address: junebguerra Phone: 850 712 8538

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

Z-2019-07

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2019-07
Applicant: Wiley C. "Buddy" Page, Agent for James Christopher Jennings III Living Trust
Address: 2400 Bulf Beach Highway
Property Size: 9.09 (+/-) acres
From: HDMU, High-Density Mixed-use district (25 du/acre)

To: HC/LI-NA, Heavy Commercial Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 8th day of November 2018, commencing at approximately 9:10 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE, Chairman — District 5
TIM PYLE — District 2
REID RUSHING — At Large
JAY INGWELL — District 1
ALAN GRAY — At Large
ERIC FEARS — District 4

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, Director
ANDREW HOLMER
ALLYSON LINDSAY
JON FISHER
ANDREW HOLMER
KAYLA MEADOR

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PROCEEDINGS

THE CHAIRMAN: Okay. We'll go directly into our next case. And this is Case Z-2019-07, being presented by Buddy Page who's the agent for James Christopher Jennings III Living Trust, 2400 Gulf Beach Highway, 9.09 plus-minus acres, from HDMU, high-density mixed-use, to HC/LI-NA, which is the heavy commercial, light industrial district, prohibiting establishment of microbreweries, distilleries, microwineries, bars, nightclubs, or adult entertainment uses.

Members of the board, on this case, has there been any ex parte communication between you, the applicant, agents, attorneys, witnesses, fellow Planning Board members, or anyone from the general public? Have you visited the subject site, and also disclose if you are a relative or business associate to any of the parties.

MR. GRAY: No to all, Mr. Chair.

MR. PYLE: No to all.

THE CHAIRMAN: Chairman, no to all.

MR. INGWELL: No to all.

MR. RUSHING: And no to all.

THE CHAIRMAN: All right. Thank you, gentlemen.

Staff, was notice of the hearing sent to all interested parties?

MS. LINDSAY: Yes, sir.

THE CHAIRMAN: Okay. And was it also correctly posted on the subject property?

MS. LINDSAY: Yes, sir.

THE CHAIRMAN: Okay. Mr. Page, if there's no objection, we'll do the maps and photography. He's indicated he's okay with that, so . . . All right.

MR. FISHER: Jon Fisher, senior planning, Development Services.

This is showing the location of wetlands area off of Gulf Beach Highway just east of Fairfield Drive.

This is the zoning map. You can see the surrounding zoning is all HDMU. You have a little HC/LI at the bottom southwest corner within the 500-foot radius.

This is the future land use, all MUU, mixed-use urban.

This is the existing land-use map. As you can see, the surrounding area is mostly

residential.
There is an auto repair up to the northwest and a store, and a bar down to the south where the zoning HC/LI was.
This is the aerial map. You can currently see that as vacant.
This is the AIPD-2 map. Does fall on Fairfield.
This is the CRA.
This is the Warrington overlay. We'll have some comments on that.
Public hearing sign posted.
This is looking west along Gulf Beach Highway.
This is looking at the subject property.
This is looking west along Gulf Beach Highway.
This is looking north along Bremen Avenue.
This is looking south across Gulf Beach Highway.
And that concludes all the staff's maps and photography.
THE CHAIRMAN: Okay. Board members, any questions about maps and photography?
(No response.)

THE CHAIRMAN: All right. Hearing none, Mr. Page, if you will come forward, please. Good morning, sir. Please be sworn in.

WILEY C. "BUDDY" PAGE, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Good morning.
If you'll state your name and address.
MR. PAGE: Good morning, Mr. Chairman.
Buddy Page, 5337 Hamilton Lane in Pace.
THE CHAIRMAN: All right. Thank you, sir. Good morning.
Have you received a copy of the staff's rezoning hearing package and the findings of fact?
MR. PAGE: I have.
THE CHAIRMAN: All right. And do you understand that you have the burden of providing substantial competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives, and policies of that plan and is not in conflict with the Land Development Code?
MR. PAGE: I do.

THE CHAIRMAN: All right, sir. Please proceed.
MR. PAGE: Mr. Chairman, as we make our way through our presentation here this morning, I would ask the board to keep in mind the case just before us, the exact case just before us, has very similar situations that I'd like to go through with this particular one here. I think you'll see a constant likeness for what we're asking for and what the board just considered from the previous applicant.
Mr. Chairman, this application is seeking to change the zoning of a piece of property to allow retail sales.
The staff's review of that, the retail sales that was originally requested was for HC/LI.
Based upon an earlier meeting before I was involved with this, one of the owners talked to some of the staff members. The request that -- The analysis from the staff under criterion A indicated that it is consistent with the Comprehensive Plan.
And under criterion B, consistency with the Land Development Code, the summary that is

found here says that the amendment is not consistent with the intent and purpose of the Land Development Code.
And one thing that is offered is that it's due to the Community Redevelopment Area Warrington Overlay.
And the letter that was received from Ms. Long . . . And, Mr. Chairman, is Ms. Long present for cross-examination?
MS. LINDSAY: No.
THE CHAIRMAN: She's not here?
MR. JONES: No, she is not.
MR. PAGE: She is not here.
Mr. Chairman, if I can't cross-examine, an applicant -- or at least a letter that's been received, I would tend to think this is very much like a summary that's been sent around to a neighborhood where all people object to it, and they sign it, and they don't slow up. And they are -- At that point they're not available for cross-examination.
I thought we had gone through this type of thing before. But if Ms. Long is not here to cross-examine, what she's saying basically in her letter is that she would leave it up to the

board to make a decision as far as whether the HDMU is considered commercial.

Mr. Chairman, I think the review of the Land Development Code under HDMU mixed-use does allow for commercial type of activities.

Mr. Chairman, if staff is going to have comments, and they're going to submit things in writing, we have the whole Planning Department here to answer any questions of all the things that they've written up, but Ms. Long is not present for me to be able to cross-examine her.

THE CHAIRMAN: Okay. Mr. Page, let's go ahead and just address that issue while you're on, and let's get a response from staff or the attorney on her availability for the hearing.

MS. CRAWFORD: Yes. Meredith Crawford, on behalf of actually the Planning Board. I represent you gentlemen.

Mr. Page is correct, in that any witness who appears and testifies before the board, because it's quasi-judicial, a party has the right to cross-examine that witness.

Having said that, at the same time, the board is completely permitted to accept the report of staff which may have relied upon the

report of another department.

In that event, the information is not a witness. It's part of the packet. Technically Mr. Page is correct, that that is an out-of-meeting statement.

If this were a court of law, that would be considered hearsay and not necessarily admissible unless it met an exception.

It's still hearsay here, but the board's entitled to rely on hearsay, as long as it's not the sole source of your decision.

If you wish to have Ms. Long present, I don't know if we can get her here from downtown by the time of the presentation, or if it's something that you would want to table to hear from her or if you wish to rely on that document as part of the backup which the staff reviewed in making your decision.

That's not necessarily a witness, if that makes sense. It's a report, but . . .

MR. JONES: Thank you. Thank you, Ms. Crawford.

If you can see, that reference is part of the Land Development Code, so -- so -- so -- so the reference is included as part of the Land

Development Code.

I guess staff did speak to Clara. We did -- we did rely upon that reference as well as the letter that she had sent.

Now, if -- if there's -- the board so wishes to table it, we can -- and I'll make all of the calls for -- regarding for a continuance. I will pay the costs for that.

And I do understand, Mr. Page, and what Ms. Crawford stated. He may -- He may want her here to ask her some questions.

So -- so I did -- I just called her. She's not going to be able to make it in time, so -- so if there's a desire to table -- It is part of the Land Development Code. I do want to reiterate that again.

MR. GRAY: Mr. Chair.

MR. JONES: It's -- It's right there.

MR. GRAY: Mr. Chair.

THE CHAIRMAN: Yes.

MR. GRAY: Define "not make it in time."

MR. JONES: Let me put it this way: She said that she can make it, but it will be after -- after this case has been heard, according to what she just told me a few minutes

ago.

MR. GRAY: But, Mr. Chair, if I may again, if we needed to recess and revisit and start right back where we are right now, I think that her making it in time, I would much rather have an individual staff member come from the downtown office to the uptown annex than readvertise, reapply, and do all the things that are necessary.

MR. JONES: I understand.

MR. GRAY: And for the sake of time, and the applicant's sake, you know, if we're going to say no, we need to say that now. If we're going to say yes, we probably ought to just say yes now.

I would just think that a month's delay is unnecessary if all that matters is just getting staff to come up here.

MR. PAGE: Mr. Chairman, if I might offer a retraction on all of this, we'll accept the letter and move on.

THE CHAIRMAN: Okay.

MR. PYLE: Frankly, I think we have a lot more meat to the bone. I mean, we can possibly ask for her to make the trip. But understanding

we've got a lot of other . . . I think the real deal is yet to come, but that's my opinion.

MR. JONES: Yes. Yes. That's just part of the -- part of the facts or findings. Yes, there's still some other issues that definitely need to be addressed that we have some concerns with.

THE CHAIRMAN: The only thing that I would ask is, in the future if we're going to rely on a staff member, we need to make sure they're present at the hearing.

MR. JONES: Yes, sir, I agree with that.

MR. GRAY: And, Mr. Chair, if I may just reiterate, these are just courtesy letters from -- like we get TPO comments from David Forte or his staff for transportation. We get some from CRA.

They're just basically doing a summary of what's in the code. We can always pull up the code, like we just did, for what's -- and what she's talking about. So I mean there's really . . . I mean, my sense, for them to be here, we can still talk about what they're doing.

THE CHAIRMAN: And I appreciate that.

And I think, as Ms. Crawford has

indicated, you know, the applicant has the burden of proving his case.

So if he feels like that there's other information that another staff member might have, I believe, you know, for due process we would have to allow him to do that. I mean, I understand what you're saying. It is in the code as well.

But just in the future, if we have staff members write letters or anything like that, I think they need to be available.

MR. PYLE: Absolutely.

Mr. Page, if you'll bear with me for a little second, while you're on that particular rezoning, is that really pertinent if it's rezoning of commercial-zoned property? And this is HDMU, not commercial, is that correct?

I mean, I get what you're asking. But I just want to make sure I'm clear, the board members are clear that this is from commercial to a more intense zoning. And I want to be -- I want to split hairs over this because I'm very concerned -- Just like the last Palafox, I'm really concerned with Gulf Beach Highway, how we go about . . .

MR. FISHER: HDMU, high-density mixed-use is considered commercial property. It allows for both. It's part of the old R-5, R-6 zoning, which was a mix of residential and commercial as well.

So by consolidating them, we had the HDMU, which, if you look in the description, would be a commercial based use as well. So I guess it would be an upzoning of commercial property.

MR. PYLE: Thank you.

MR. JONES: For the record, I just tried to reach Ms. Clara again. She did not answer the phone at this time, so I did leave a message again.

THE CHAIRMAN: Okay. Mr. Page has withdrawn his request.

MR. PAGE: Yes. I'd like to move on, Mr. Chairman.

THE CHAIRMAN: Go ahead, sir.

MR. PAGE: Mr. Chairman, further reading under criterion B, it indicates the statement that's actually summarily stated, saying that intense commercial and light industrial uses, that will create adverse impact on the surrounding properties.

If we take a look at the aerials, or at least the zoning map that we had earlier, Mr. Chairman, I think we will see that the area -- as you can see here, the area to the west of the site has a considerable amount of heavy commercial, light industrial that apparently over the years has been very compatible with the neighborhood. And we're doing basically the same thing.

I would like to point out to you that the site itself that's outlined in blue, if you come down to the lower left-hand corner, which would be the southwest corner, you'll see an additional lot outlined in black, the split in half. That particular lot is an FDOT holding pond.

If it were not for that, our particular site is within 200 feet of the HC/LI that is present there now.

So the notion that it will create other adverse impacts, that's a summary statement that doesn't seem to fit with the land-use zoning map that we have there, in terms of existing HC/LI backed up to HDMU, which is the same circumstance that we have here.

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THE CHAIRMAN: Mr. Page, let me just interrupt for just a second.

I see you were about to go on the existing land-use map. If you would bring that up, please, because I had a question.

Now, across the street, mobile home park. I'm sure that's been there for quite some time, but the zoning requirements now as they sit for a mobile home park is required to be in commercial; is that correct?

MR. FISHER: Yes.

THE CHAIRMAN: So that was probably there before all of this changed. But if it were something new, it would require commercial.

MR. FISHER: Yes. And a lot more stricter guidelines as well.

THE CHAIRMAN: Right. Right. Okay.

I just wanted to see, because I thought that mobile home park -- And I know that's a more intense use.

So go ahead, Mr. Page.

MR. PAGE: Mr. Chairman, it might also be interesting to note that the lower right-hand corner of that oval has a "V" in it. That particular site is owned by the Catholic Diocese

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out of Jacksonville.

My guess is, if they wanted to come in and put in a considerably large religious facility on that site, that they would have to have some zoning change to accommodate that as well. And I don't think it would be something that would probably fit without some change in the high-density mixed-use category itself.

So we have several things around it that lend itself to being compatible with the type of zoning category that we're asking for.

Also, the multifamily that's right across the street from this has a meeting with the code enforcement folks out on site, has a considerable and lengthy list of violations, and to the extent that it probably needs to be torn down and start all over again.

That's some idea about what's going on in the neighborhood, Mr. Chairman. And for all of us that have driven down Gulf Beach Highway over the years, Gulf Beach Highway is not like driving down Scenic Highway or any other major roadway in the county.

And it has a mixture of zoning categories and land uses from one end of it to the other.

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There's really very little consistency in terms of zoning categories until you get east of this site, where high-density mixed-use does seem to be the norm from there on in.

But this particular site is located very close to, as you can see, to the intersection of Fairfield Drive, and it's surrounded by HC/LI.

And, again, if it wasn't for the Florida DOT holding ponds adjacent to it, you could measure our southwest corner to their northeast corner, and HC/LI is just several hundred feet away.

So, Mr. Chairman, the statement in here that this potentially could have some adverse impacts doesn't say that. It says "it will."

And by looking at the maps again, comparing HC/LI backing up to HDMU, it's replete all the way around this that that type of condition apparently is somewhat compatible because it's been there for so many years.

Mr. Chairman, under criterion C, compatibility with surrounding areas, this lends itself to a lot of the discussion that we just had.

And, again, it says that the proposed

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amendment is not compatible with surrounding existing uses. And then they talk about 500 feet.

And, Mr. Chairman, I think it would be helpful, too, at some point to take a look at the criteria that's advertised in the first five or six items that are put on the overhead.

It says that compatible with surrounding uses. That surrounding use, as far as the outset goes, is not defined. But yet in here, they take a look at 500 feet, and then they talk about surrounding uses.

Is that surrounding uses adjacent? Is it within the 500 feet? Or is it within a distance somewhat greater than 500 feet? The specificity of surrounding leaves a great deal to be desired when it comes to analysis of what's actually on the ground.

But, again, there's a summary statement that it is not compatible. And we have examples where it has been compatible and apparently is compatible with similar adjacent categories as outlined.

THE CHAIRMAN: Hold on just a moment, if you would, please.

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MR. PAGE: Sure.
THE CHAIRMAN: These points that you're bringing up, Horace, I know you and the staff -- I would like for you-all to address those so that we have a good understanding of why it was written in the findings the way it was on each of these points.
MR. JONES: Yes, sir.
THE CHAIRMAN: So we have an issue of that it will have a negative impact, which is in criterion D, and then on this 500-foot surrounding-use issue.
So if you would, please, we're going to address each of these issues that Mr. Page is bringing forth.
So go ahead, sir.
MR. PAGE: Oh, I'm sorry.
THE CHAIRMAN: Yes.
MR. PAGE: That was -- that was D, appropriate if spot zoning is where we are, I believe.
THE CHAIRMAN: You were talking on criterion C and you brought up the 500-foot --
MR. PAGE: Yes.
THE CHAIRMAN: -- where it was not

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compatible. And I'm sorry to have interrupted you. I just wanted to make sure that the staff is going to discuss with the Planning Board how these words --
MR. PAGE: I understand.
THE CHAIRMAN: -- became part of the record.
MR. PAGE: Okay. Mr. Chairman, moving on, then, to criterion C, in terms of appropriate if spot zoning.
The definition of spot zoning that the county has in Chapter 6 and also is on here, says, "Zoning applied to an area of land, regardless of size, that is different from the zoning of all contiguous land."
Mr. Chairman, this particular lot has no contiguous land. It's bounded on three sides by county paved roads. It has a 12-to-15-foot alleyway running up the westerly side of it that is a county-designated easement down the west side. So it actually has no residential uses that actually touch the boundary of the property itself.
But in terms of things being different, the HC/LI is not different, in the sense that

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it, too, allows for housing, as stated in the portion under HC/LI 3-2.11, permitted uses residential.
"Any residential use, if outside of the industrial future land-use category and part of a predominantly commercial development," so on, and so forth.
Residential is allowed -- is an allowed use under the category that we are requesting for this particular site.
So is it different? And we go back to the definition. Again, zoning applied to an area of land, regardless of it size that is different from all zoning.
I think there's a similarity in both of these categories, which we could say that in light of it allowing housing under HC/LI, even though you have to go through some other constraints to get there, the fact of the matter is, if you read the category itself, HC/LI, and you read the county's definition of spot zoning, we don't think we are in a spot zoning category, Mr. Chairman.
Last item, under criterion E, Mr. Chairman, appropriate with change or special --

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changed or changing conditions, we concur with staff's findings that there's not a lot of things going on out in this particular area.
Mr. Chairman, those are our comments and responses to these.
I had one other item I'd like to cover with you.
THE CHAIRMAN: Mr. Page, any of these items that you've addressed for criteria D, C and B, do you have, other than your verbal presentation, any written documentation as to how your findings are that you want to submit?
MR. PAGE: Under B?
THE CHAIRMAN: Just the ones that you had addressed specifically. B, C and D, I believe, were the ones where you had concerns and questions. I'm just asking if you had anything in writing.
MR. PAGE: No, I don't. I was referencing the county's maps . . .
THE CHAIRMAN: Okay.
MR. PAGE: . . . in terms of --
THE CHAIRMAN: That's fine. I'm not saying it's required. I'm just asking if you had anything --

MR. PAGE: I understand.
THE CHAIRMAN: -- that you wanted to, you know, propose into the record.
MR. PAGE: No.
THE CHAIRMAN: Okay.
MR. PAGE: Mr. Chairman, the only other thing I would -- I would add is that this survey was submitted as part of this application shows the alleyway. I think you probably have a copy of that, but it shows the alleyway between our particular parcel of property and the others that are on the westerly boundary line.
THE CHAIRMAN: That's to your point of criterion D, contiguous; is that correct?
MR. PAGE: Yes, that's correct.
THE CHAIRMAN: Okay. All right.
Did you want to submit that into evidence or is it --
MR. PAGE: It's already in.
THE CHAIRMAN: It's part of the application.
MR. PAGE: Okay. All right.
Mr. Chairman, that's all I have.
THE CHAIRMAN: Okay. Thank you.
Board members, questions of Mr. Page

before he takes a break for a moment?
(No response.)
THE CHAIRMAN: All right. Thank you, Buddy.
MR. PAGE: Thank you.
THE CHAIRMAN: Staff, we'll hear the findings. And like I said, please address the issues where there's some concern on the applicant's part as far as the wording, definition, and a couple of the criteria.
MR. FISHER: John Fisher, senior planner. I'll go through these findings here. And I'll try to address them as I go through. If I happen to miss one of the comments from Mr. Page, please stop me, and I'll address them.
THE CHAIRMAN: Thank you, sir.
MR. FISHER: Again, rezoning Z-2019-07, high-density mixed-use to HC/LI-NA.
Under criterion A, consistent with the Comprehensive Plan, staff's findings, proposed amendment to HC/LI-NA is consistent with the intent and purpose of the future land-use category mixed-use urban, as stated in future land use 1.3.1 and future land use 1.5.1.
The Comprehensive Plan allows for

professional offices, light industrial, recreational facilities, public and civic.
The parcel will utilize the existing public roads, utilities, and infrastructure.
Under criterion B, consistent with the Land Development Code. So the proposed amendment is not consistent with the intent and purpose of the Land Development Code, due to the community redevelopment area, CRA, Warrington Overlay.
Attached in this case file for the file is a letter from Clara Long, CRA division manager, references Section 3-3.9, Section F, rezoning of commercial-zoned property to a more intense zoning district is prohibited if located on an arterial roadway, which this is. Gulf Beach is an arterial roadway.
The parcel is located on a principal arterial roadway, Gulf Beach Highway, currently zoned HDMU, which is considered neighborhood commercial and residential area.
Changing the zoning designation to HC/LI-NA would allow for a permitted heavy and intense commercial and light industrial types that will create other adverse impacts upon the

surrounding properties more than uses . . . density or intensities of the current zoning of high-density mixed use.
Furthermore, staff determines that there will be a indirect conflict with Section 3-3.8, Section F, Warrington Overlay, as mentioned. The proposed rezoning request would not enhance the quality of life that is established residential community, which is one of the primary goals of the adoption of the CRA redevelopment areas. In there, corresponding regulations that include prohibitions and restrictions as referenced in the Land Development Code.
Likewise, the applicant had stated that they are wanting to rezone to sell shipping containers. If this is the case, per the LDC, Warrington Section 3-3.8, Section E -- Section 8, all outside storage must be screened from public view. As well all outdoor storage must comply with Section 4-7.9, outside storage.
Depending on the height of the shipping containers, a 8-foot, 12-foot opaque fence would be required. Thus, type of screening and buffering is intended for the existing heavy

commercial and industrial-type areas that are not continuous and adjacent to -- residential and limited and commercial types of zoning areas.

THE CHAIRMAN: Jon, before we get off of that one, I think it's just a little unusual to see a specific use in the findings here. So would you address that, please?

MR. JONES: Right.

And the reason -- the reason why I put that in there -- the reason why they referenced that in that particular request, they -- they referenced that it wasn't -- it wasn't us being -- they referenced that in the application. I told them, yes, but they want to sell shipping containers. They referenced that specific use.

And -- and because we know that was going -- when we're looking at these items, we always try to look at everything. Again, the rezoning process is contention upon all future scenarios [sic].

So even if it is approved, there could be a challenge with the screening and buffering requirements for any of these commercial uses,

but especially with this type of use because you know that shipping containers, sometime they be stacking, and all of that. So it got to be screened from the public view. And that's why they -- that's why I selected that.

Since they brought it up, let's try to let you-all know. Although you are going to make your decision on a specific use, and that could be -- that could be applicable to any use that's running up Gulf Beach Highway. That is a standard requirement.

THE CHAIRMAN: Right. So that was more of informational statement --

MR. JONES: Informational, yes.

THE CHAIRMAN: -- that doesn't affect directly the criteria that we have to consider.

MR. GRAY: Let me just enhance that a little bit more, Jon Fisher.

So if it wasn't in the CRA, you wouldn't have to screen as high as your outdoor sales.

MR. JONES: Yes.

MR. GRAY: Since it is in the CRA overlay, any outdoor sales must be screened to the height of the outdoor sales. If this was not an overlay, you would not have to worry about

screening that, that height. It would just be a six-foot fence, and that would be it.

MR. JONES: Thank you, Jon.

MR. PYLE: About the overlay, Mr. Chair, if I could ask for my benefit, as well as maybe for any of you on staff. What was the purpose of the Warrington Overlay?

MR. JONES: As referenced inside the Land Development Code, it gives the intent of these overlay areas, in the sense of basically to -- to remove . . . one of the conditions, to remove blighted conditions.

Another point is to . . . them to be very -- is to restrict the proliferation of adverse or obnoxious uses. So -- so it has several uses. Enhance the quality of life. Another one is to restrict blighted conditions. And basically . . . Let me put it: To remove blighted conditions and not to continue blighted conditions in those areas that have some problems. And Warrington Overlay has always been established since I been here. I've been with the county 19 years, and that's one that's always been established.

MR. PYLE: I wanted that -- Go ahead.

MR. FISHER: And I just wanted to answer a little bit more on Mr. Horace Jones. The other reason that the CRA --

MR. GRAY: Mr. Chairman, may I just add, the whole purpose of any CRA -- The purpose of any CRA is to elevate the economic condition.

In order to get a CRA in the first place, you must establish a condition of blight. So the -- sort of the idea of, well, we've always been doing this. This is the conditions that are everywhere.

But that's what got you to the point you've been now established as a CRA in the first place is that you -- what you've been doing ain't been working.

MR. JONES: Yes.

MR. GRAY: All of that.

MR. FISHER: With these areas, right now the county has Barrancas and Warrington. Those are the two areas that they will provide grants to help bring up this area as well.

MR. PYLE: All right. I just wanted the word coming out of someone else's mouth other than mine, blight.

MR. JONES: Yes.

MR. PYLE: It is absolutely a blighted area, because I get to travel to and from my place of employment to where I live.

From where I used to live, we said we should probably put blinders on folks from the airport to that area.

So even the applicant noted that it was not the most desirable of areas. However, I just wanted to make sure that that was understood, and that I am hoping any change or any not change does not further exacerbate the conditions that are in that area.

I don't know what's going to fix it. I don't think that there is a quick fix, unfortunately. But this is obviously a location that's sensitive to . . . for me. I don't know what the fix is.

Again, I just wanted to understand and everyone to understand why there's a designation, and that it is, in fact, in my opinion a blighted area.

MR. JONES: And if I may, Mr. Pyle, these areas -- And I can -- and I can comment because I've been -- I worked directly with the CRAs in Clarion as well.

There's a long-term plan to fix it. It comes as -- as what Mr. Gray stated, it comes with certain funding, but also there's a plan to help eliminate and not to continue the proliferation of blight. There -- there are plans in place.

And it sort of restricts, so we can move towards the progression of eliminating it. That's one of the reasons why I stated that. The prohibition is there so you cannot continue to allow increased zoning that has the possibility of bringing in more intense uses.

And, again, heavy commercial, light industrial, it does. That's -- that's the purpose of it. It can bring in more intense.

I know you stated many of those uses that Mr. Page stated that are there, they are allowed in HDMU. If you look at -- if you look at some of those uses, HDMU does allow for those things, but it's at a lower scale, a smaller scale. There's some performance standards. 6,000 square feet.

So that's why -- that's why if you go back and you look at the -- look at the map, you don't want to continue strip commercial

development. That's not good planning principal practices. We are trying to eliminate that, although it's there. But you don't want to continue that progression.

MR. PYLE: I agree.

It wasn't too long ago we sat in here, and the existing car dealership altered their zoning, and it had been and was in the -- operating on the same function for years.

MR. JONES: Mm-hmm.

MR. PYLE: Well, I'm concerned about is, obviously, I'm not a "not in my back yard" kind of guy, by any stretch of the imagination.

But this is following the rationale that led it to be an overlay district in the first place, and be . . . I hope there is a plan.

MR. JONES: Yes, sir.

MR. PYLE: But I don't know that the plan is based more on restricting or saying no, no, no. It's about how economically you incentivize a property owner to do something different. I don't know.

MR. JONES: Yes.

THE CHAIRMAN: Okay. In a follow-up to the CRA overlay, where it says that it's

prohibited on arterial highways, which we know Gulf Beach Highway is, is it your understanding that the intent of that is due to the access of the property, that we wouldn't want the property being accessed on the arterial road?

And as a follow-up question, because this has two side streets also bordering it, does it take away any of those concerns of the access on a arterial highway?

MR. JONES: Yes, sir. We are glad to have Max Rogers from CRA grace us with his presence.

Max, you came in just in time. We're going to put you on the spot.

THE CHAIRMAN: All right. Good morning, sir. If you'll come forward and be sworn in, please. We are in quasi-judicial hearing here.

- - -

MAX ROGERS, upon being duly sworn, was examined and testified as follows:

- - -

THE CHAIRMAN: State your name and position, please.

MR. ROGERS: My name is Max Rogers. I'm with the Escambia County Community Redevelopment Agency. I'm a development program manager.

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THE CHAIRMAN: Okay. Welcome to the meeting. We're throwing you right into the middle of it.

We have been discussing, just to bring you up to speed, the CRA overlay district on Gulf Beach Highway.

And there is a portion of the code, 3-3.9, that addresses prohibition on arterial roadways. If we could bring that up, just to bring him up to speed.

And my question was concerning that, is the intent and purpose of that, in addition to what my other board members have already brought up about enhancing the area.

But we feel like the intent of that is an access issue with accessing, putting another curb cut or another driveway on an arterial roadway. And is that in any way mitigated by the fact that this property has two other roadways adjoining to it?

MR. ROGERS: Unfortunately, I'm not going to be a great help on that. And I wasn't a part of that when this overlay ordinance was put together, so I can't necessarily say or speak to what the intent was, rather than what I can just

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do is read the black and white of what the ordinance says.

THE CHAIRMAN: Okay. Now, are you here -- I guess Ms. Long could not make it, so did she ask you to come to the hearing today to answer questions?

MR. ROGERS: Yeah, just a couple minutes ago, so . . .

THE CHAIRMAN: Okay. All right. I know we're throwing you in.

MR. GRAY: Mr. Chair, have you seen the letter that was issued by CRA on this matter? Have you reviewed it at all?

MR. ROGERS: Yes. I believe I wrote it.

MR. GRAY: Oh. Okay.

THE CHAIRMAN: So you're very familiar with it, then. Even though it's signed by Ms. Long --

MR. ROGERS: Correct, yeah.

THE CHAIRMAN: -- I believe you authored it --

MR. ROGERS: Correct.

THE CHAIRMAN: -- and then she signed it.

MR. ROGERS: I'm the -- I'm the development program manager for the Warrington

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District, so it falls under my jurisdiction.

THE CHAIRMAN: And just in your own words, could you just tell us when authoring this, and Ms. Long was supporting it, what was your intent of the letter for this particular project?

MR. ROGERS: I guess I probably need to see the letter.

THE CHAIRMAN: Can we bring that up, please? We'll do everything we can to make it a little easier. We know we threw you right in the middle of it here.

MR. ROGERS: Sure. Let's see.

Pointing out that since the packet included information that there was -- the intent of the use of the property is to have an outside container storage business, and that I was just pointing out that the outside storage must be screened from public view, and that --

THE CHAIRMAN: On that issue, of course, the Planning Board does not consider any individual use.

MR. ROGERS: Sure.

THE CHAIRMAN: We have to look at it on a broad . . . So we really can't do much.

MR. ROGERS: I understand.

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THE CHAIRMAN: It's good information to have, but we're mostly interested in the next paragraph where you address 3-3.8 . . .

MR. ROGERS: Mm-hmm.

THE CHAIRMAN: . . . when you're talking about located on an arterial roadway, so . . .

MR. ROGERS: Yes.

And like I said, I can only read the letter of the law, not as to the intent, so I don't know that makes -- It's frustrating in a sense, but . . .

THE CHAIRMAN: Well, let me ask you a more general question, then. Just from your experience in planning and development of these CRA districts, is there any benefit or detriment to a property on an arterial roadway that may not be present in other parts of the district? Because the reason I ask that is, it specifically talks about arterial roadway.

MR. ROGERS: Mm-hmm.

THE CHAIRMAN: And the prohibition there. So that's what we're trying to get to the bottom of.

MR. ROGERS: Well, what I can say is, it's similar language as do a few other districts

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have similar language, so there was probably a larger vision as to spot zoning properties on -- on major thoroughfares.

I know the Barrancas District has one that's similar that's specific just to a section of Barrancas.

So I don't -- But, you know, it's . . .

THE CHAIRMAN: And that's what we were trying to get to.

One of my board members has indicated, you know, the visual . . . how when you drive down Gulf Beach Highway. And I'm trying to get to the bottom of that is more of an access issue for accessing the property, whereas, you know, it may put an additional turn-in off of the highway, or is it more for an esthetic-type thing?

MR. ROGERS: My opinion would be it would probably be more of esthetic thing. More intense zoning could be, you know, like heavy industrial. That has a much less esthetic benefit to the neighborhood than is commonly understood and accepted, that as the areas grow and there's arterial roadways, that those tend to go commercial, the frontage lots.

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And I think my personal opinion is that it just -- in line with that, that if you went with the higher intensity, you could have something that might be less esthetically pleasing.

THE CHAIRMAN: Okay.

MR. PYLE: I think Jon had it highlighted earlier. I think the answer to your question was highlighted. Jon, do you remember where it was?

And it went to the intent of the overlay and why. So that's why I asked earlier, did HMU -- Is it considered commercial? So on the record Jon said yes, it is commercial.

Now, given he has highlighted it . . . there we go.

MR. JONES: And, Mr. Pyle, if I may, let me -- let me -- let me -- let me say something to -- to enhance what was said, HDMU.

If you -- HDMU does allow for -- does allow for high-density mixed neighborhood, smaller-scale-type commercial uses. Basically, a food store. Neighborhood uses that allows for apartments. Basically transitional to commercial, between residential, which is ADR again, high-density mixed-use.

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Then you go up to -- So it basically is a transitional zoning, which it does allow neighborhood, friendly, limited commercial-type uses, not full-blown commercial.

It's that you -- you got to keep that the intent of high-density. Neighborhood-type smaller, lower-scale-type commercial uses.

THE CHAIRMAN: Okay. Board members, any additional questions for Mr. Rogers?

(No response.)

THE CHAIRMAN: Okay. Mr. Page, did you wish to ask questions of the representative from the CRA, Mr. Rogers?

MR. PAGE: One comment, yes.

THE CHAIRMAN: Sir . . . Okay. You have to come forward to the microphone, please.

Thank you.

Mr. Rogers, you can just -- We may have additional questions for you.

MR. PAGE: Mr. Chairman, hearing the comment that it was more of an esthetic thing than it is anything else, I would point out to you that one of the requirements for this is going to be a fairly serious landscaping proposal.

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Under -- What's going to be required under composition, the buffering types being three, A, B, and C, the C requirements for this type of thing that will be applied here requires a buffering width of 20 feet. It has a requirement of three trees, and three under-story trees, and 30 shrubs.

So if we're looking at an area -- or we're looking at a category or a use with a concern from CRA that it's more of a esthetic thing, it would seem to me that the requirements of the fencing and the landscaping is going to be something that would simply add to that in the area.

It's just recently had a sidewalk poured out front. So we think that these types of landscaping requirements would address what Mr. Rogers just indicated is the primary direction that that letter was aiming at.

And, Mr. Chairman, I think it's safe to say, from what we just heard from Mr. Jones, that HDMU does allow small-scale commercial. And he talked about small.

My question, I think, would be: Would a Dollar General C store fit into that category,

less than 6,000 square feet? Would that qualify for a use in that category at that location? If we could have some.

MR. JONES: That's got -- Just with the generalization of the question, retail sales are allowed in HDMU.

MR. PAGE: Thank you.

MR. JONES: With that caveat, with that numerical standard.

If you want to go above that, it does -- it allows for conditional -- You have to go to the BOA. For a conditional use, you'll be more project specific.

So if there's a numerical standard, that's associated with the retail sales and services under high-density mixed-use. And I think it's 6,000 square feet.

MR. PAGE: It is 6,000.

And, Mr. Chairman, I raise that to -- The C store would fit that dimension, so a thought that the heavy commercial or high-density mixed-use will allow something less than 6,000 square feet specifically, if one came forward, a Dollar General to be located there right now. So I think the bottom line to that is that HDMU

is a commercial district.

And, Mr. Chairman, the notion all the way through here about outside storage, this is -- these are for retail sales.

We just heard the applicants ahead of us is in the retail sales of landscaping business. I can tell you that the slowest -- based on what I've heard, the slowest moving item at a landscaping retail operation are the 15- and 20-foot cabbage palm trees.

They come in. They may sit there 30 days. They may sit there 90 days. I see little difference between offering that type of thing for sale in that zoning category than offering a container for sale here. Both of them are in storage.

But outside storage . . . And, again, it gets back even to a used car lot or to Sandy Sansing. He has millions of dollars' worth of items he's trying to sell that are stored on that lot until they're sold.

So outside storage sometimes is made a monogram of the idea that it will always be there. This would suggest that if that's the case, they need to sell something different if

it's always going to sit there, because obviously retail sales is to turn over a product.

THE CHAIRMAN: Okay. Mr. Page, at this time I'm going to ask to let Jon finish his presentation.

MR. PAGE: Thank you.

THE CHAIRMAN: And then I'll give you an opportunity to address the rest of your issues that you have concerns.

Jon, sorry for the interruption. We wanted to make sure we got finished with that.

MR. FISHER: No problem. Jon Fisher again.

Just to cap off one of the key points for criterion B is on section 3-3.9, rezoning of commercial-zoned property in Warrington Zoning district is prohibited if located on an arterial roadway.

Under criterion C, compatible with surrounding uses, the proposed amendment is not compatible with the surrounding uses in the area.

Within 500 feet, the impacted -- impacted area, staff observed properties with zoning

districts MDR, HDMU, and HC/LI.

There are single-family parcels, vacant parcels, a repair shop, a car lot, and an office in the surrounding area of the subject property.

The overall area is single-family residential, with limited light commercial land uses.

Rezoning to HC/LI would not be compatible with the surrounding existing uses.

And one of the comments we had talked about Mr. Page brought up was saying how is it not compatible because there is some commercial uses for the southwest, but the overall majority of the parcels and properties that -- You know, we actually did a count number. You know, you could see probably 75 percent of them are single family versus commercial.

MR. GRAY: Mr. Chair.

Was it a legal nonconformer that we're comparing to as the commercial use of the mobile home park?

MR. FISHER: No. That was not one.

MR. GRAY: Okay.

MR. FISHER: We were just talking about the two HC/LI parcels to the west. We can

always go to the existing land-use map to bring that up.

MR. GRAY: That was my only question, were we -- we relying on that to be . . . you know, a store and a bar down on the southwest closer to the airfield.

MR. JONES: And definitely if there -- if there is a bar -- so Jon mentioned a bar -- that definitely would be -- has the potential to be nonconforming use. And that would not go in an HDMU category.

MR. FISHER: The auto repair to the north is a nonconforming use. That is grandfathered in.

MR. JONES: So that's the -- And -- and -- and -- and I think one of the criteria, one of the rezoning says that -- says you cannot use existing nonconforming uses basically to -- to -- to satisfy -- to see if a -- to see if that zoning category allows for it. You cannot -- It's one of the criteria. So you cannot use nonexisting nonconforming uses to help establish that.

MR. PYLE: If you go to the future land-use map, please.

And I ask this because I'm assuming that the CRA and the overall plan and future land-use map would be in cohesion, to try to see down the road what it would look like one day; is that correct?

MR. JONES: Yes, sir.

THE CHAIRMAN: Mixed-use urban?

MR. JONES: Mm-hmm.

MR. GRAY: One can't exist in confliction with the other.

MR. JONES: Right.

So therefore, HDMU is consistent. Even HC/LI would be consistent, but understanding that mixed-use urban, it does allow for light industrial type uses. So the consistency is a broad range of those uses to establish consistency because of the state statute requirement.

MR. FISHER: Which in criterion A we did say it was consistent with the future land use.

Under criterion D, appropriate if spot zoned. The request to rezone to HC/LI-NA is spot zoning due to the adjacent parcels currently zoned HDMU. By definition, if you don't have concerning properties, you are

considered spot zoning.

Under criterion E findings, the land uses or development conditions within the surrounding area of the property of rezoning have not changed.

The area along Gulf Beach Highway has parcels with light commercial, vacant and -- vacant land and mostly residential uses.

So no rezoning in this area has came about, so the way this area has looked for some time now, since we really kept track of rezoning.

THE CHAIRMAN: Back on criterion C, Mr. Page brought up a concern about in the write-up we had 500 feet, whereas in the other portions of the description, it does not address the 500 feet. So can we clarify what we meant there and how we came up with that?

MR. FISHER: Within the 500 feet, you know, we -- as we mentioned just a little bit ago, there are some commercial uses.

THE CHAIRMAN: Just bring the findings back up again so we can see exactly the wording on that, please.

MR. FISHER: There are some commercial

uses that are within the 500 feet. As you know, the auto repair shop is a nonconforming. They would not be able to expand without a rezoning of some sort.

So just because there is a commercial use in the area doesn't mean it's compatible within the -- in the 500-foot area.

THE CHAIRMAN: I think his concern was, he was bringing up the 500 foot that was in the findings. And that's not really in the actual criterion, that it says 500 feet.

It says "not compatible with surrounding uses." And here we've used the 500 foot in the findings, so --

MR. FISHER: We use that as a measurement tool. If we wanted to expand to 1,000 feet, of course, you're going to pick up some more commercial activity, but to the east, you're going to pick up more residential. And so I mean . . .

THE CHAIRMAN: But does it only consider the 500-foot radius impact area or does it consider that is what we use?

MR. FISHER: For our existing land-use map --

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THE CHAIRMAN: Okay.
MR. FISHER: -- that's how we do it.
We have to have -- have to . . . What's a good measuring tool for existing land-use map. So we try to do 500 feet. We did 1,000, 2,000 feet, then it's, you know --
MR. GRAY: It's a reasonable cutoff.
MR. PYLE: I think it's also consistent with the way every other case that we've ever seen. I think it's typical to do 500. I've questioned it before, actually.
MR. JONES: Yes, it's been raised before.
THE CHAIRMAN: Okay. And then you didn't really say this in any of your findings, but Mr. Page brought up the idea that the properties were not contiguous because there was an alleyway or a lane between them. So if you would just address that issue.
MR. FISHER: So there is a alleyway there or the parcel's first zoned on . . . or has right-of-way on three sides. And you do have an alleyway, which -- alleyway, which, since it has not been developed, it's just basically considered continuous zoning.
And if you look at the overall block, it's

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another way to look at it as a whole. The overall block is all zoned HDMU and single family or a vacant parcel where this other parcel is.
THE CHAIRMAN: Okay. All right.
And now I have one question for Meredith. Put you on the spot here.
MS. CRAWFORD: Love that. My favorite thing to have happen.
THE CHAIRMAN: Because we are limited to the criteria, and we have wording in here, as -- you know, addressing the outside screening and the actual use of the property, does that in any way lessen, I guess, the bite of the findings that we have because we have that additional information that we're really not supposed to consider?
MS. CRAWFORD: You're exactly right, in that that additional information you're not supposed to consider, simply because you're looking at a rezoning.
So even though they're saying container storage, they could come in -- and I have to look to see uses in HC/LI, but if it's a recycling facility or some other loud -- or

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dust, I don't know.
But you would have to consider the fact that any use could go into that, sort of what Mr. Jones said earlier. If this parcel were -- decide to sell, it would not be bound to cargo containers or plants or trees. They could do anything they wanted.
One other thing I'll say, just since you gave me the mic, a 500-foot radius is the notification radius. That is what they've always used.
"Surrounding" is not defined in the code. So it's really in the purview of the board and the director's interpretation of what that code means or what -- you know, what "surrounding" means within the code, if that makes sense.
THE CHAIRMAN: Okay. And just to follow up on the issue of the findings of fact, as we are in quasi-judicial -- And if the case does not go the way that Mr. Page wants it to, he obviously has a right to go for an appeal.
Would having that additional language in the official findings about the actual use, does that in any way weaken the case for defense because we adopt the findings of facts as our

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basis for the motion in most cases?
MS. CRAWFORD: No. As long as you make it clear on the record the basis for your findings.
The rule on the appeal is going to be competent and substantial evidence. So if you have competent and substantial evidence, then most likely, as long as due process has also been met, the court is going to look at that and find it sufficient. That's what they're supposed to do.
The fact that the findings of fact as adopted include that language, with a caveat that you understand all uses would be approved, you would be fine to adopt the findings.
One other thing I would say is that if you do determine to deny this, it is required that you specify -- I know you gentlemen know this and do it -- specifically what those facts are or what the basis for your denial is so that if Mr. Page chooses to appeal, he'll know exactly what he's appealing. He won't just generically have to question the entire action. He'll be able to point out the reasons in your findings that you made rule with the county or adopt the county's findings.

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THE CHAIRMAN: And I think that's what I was getting at, is that we need to -- whichever way it goes, whether it's a proposal for or against, we need to address that we're not relying on some of the information that's in the findings, that that was informational only, that we're still relying only on the criteria that we have to make our decision based on, so . . .

MS. CRAWFORD: Exactly. You would need to address the criteria specifically. That's all.

THE CHAIRMAN: Okay. All right. And I just wanted to make that --

MR. JONES: And for the record, Mr. Briske and staff, regardless of the specific use that is referenced or mentioned or written, staff still concurred that the future -- that the uses would not still be consistent.

It's not consistent with -- criterion -- I think it's criterion B of the Land Development Code.

Staff also states firmly and emphatically that a rezoning -- of the rezoning is strictly prohibited, spelled out in black-and-white language in the Land Development Code. Says that rezonings in the CRA areas is strictly,

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definitely prohibited. So that's the black-and-white letter of the Land Development Code.

And I want to clarify that so it can be for the record. We're not contingent. We're not depending upon the use that has been referenced or written or articulated by Mr. Page or even by staff in this meeting.

THE CHAIRMAN: Well, and I appreciate you saying that, Horace. And I want to commend you and your staff.

I know that you're probably going above and beyond by saying, "If you go forward with this use, these are some of the things that you're going to run into as far as the screening."

And I know you and your staff do a very good job of that, as far as, you know, if you're going to go that direction, here's some of the things you're going to run into.

So I'm fine with that. I just wanted to make sure that the board and the record is clear that, you know, we're not necessarily basing our decision on any of that information. It still has to be on the criteria.

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So with that, Mr. Page, give you an opportunity to close or ask questions.

MR. PAGE: Mr. Chairman, I think the only question I have at this juncture is item B, about the proposed amendment. It has to do with the letter that we received.

Given the testimony that we've received this morning, that that letter -- the real intent of that letter has more to do with the appearance than it does with access onto the highway, or so forth, what I've heard this morning would suggest that, given that, we're compatible.

MR. JONES: If I may --

MR. PAGE: B.

MR. JONES: If I may --

MR. PAGE: B would be we should be found consistent because that letter, basically the way it's been used here, it says that "It will create adverse impacts upon the surrounding properties."

And I think we've heard from Mr. Rogers that they are concerned about the appearance. And I think the requirements in the buffering that's going to require trees and shrubbery to

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be planted addresses that concern.

And that would suggest to me, Mr. Chairman, we're consistent with item B.

THE CHAIRMAN: All right. Mr. Page, before you go on, I'm going to give Mr. Rogers and Horace a chance to respond to this, as well.

I understand the concern of the wording of the letter. However, now, they reference the actual statute, 3-3.9, which has a prohibition for it.

So I think they are basically giving you some dialogue from their standpoint, from a CRA standpoint, but then they're also saying it's prohibited in the code. So that's the basis of why they feel it's prohibited.

And that's based on -- That's why I brought up so many questions about was that an access issue on an arterial road or was it more of esthetic? Because I was trying to get to the bottom only of your concern.

So with it being in the code as a prohibited item, do you have evidence that would change that, that it would be acceptable on an arterial roadway?

MR. PAGE: Mr. Chairman, I don't know that

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I do. I would raise a question to this, though, to that statement.

Under 3-3.8, it says, "Does not permit commercial-zoned property to be rezoned to a more intense zoning, if located on an arterial roadway."

My thinking is that if you're after this type of zoning category, you want to be on an arterial roadway. I don't understand the thinking that's there, but I do understand the fact that it is stated that way in the code.

We disagree with that.

THE CHAIRMAN: Okay. And, Horace, I'll let you go first. And then Mr. Rogers, I'll let you respond as well, sir.

MR. JONES: Yes, sir. Just briefly, Mr. Briske, you stated and you summarized my point that I was going to make very, very succinctly.

But I do also want to address something that has been stated by Mr. Pyle and Mr. Page again. In the Land Development Code, in the intent -- in the intent for overlay district, it does say, and for the record, very, very briefly and quickly, this overlay district 3-3.1, this article, overlay intent, overlay zoning

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districts apply to areas of the county for which specific esthetics.

So -- so overlay districts do look at esthetics, do look at historic preservation, resource protection, redevelopment, or other public concerns have been identified.

They go on to say -- And Mr. Pyle stated in Section 3-3.2, community redevelopment within the county and plans to reduce, identify slum and blighted conditions.

Then it go on to say, as Mr. Gray stated, the redevelopment -- the redevelopment plans, areas, provide guidance to enhance quality of life, encourage private incentive, reinvestment -- reinvestment, promote sound economic development, and to provide recommendations for capital improvements.

So all of those things, so let me tell you -- You can look at esthetics in these overlay areas because you try to eliminate -- basically try to help eliminate some of the ugliness that comes with many of these uses. So that's why you have higher standards, and they reference esthetics as well can be looked at, just for clarification, on what Mr. Page stated.

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THE CHAIRMAN: Okay. Thank you.

MR. JONES: For the record only.

THE CHAIRMAN: Mr. Rogers. Mr. Rogers was previously sworn in and was with the CRA division.

Go ahead, sir.

MR. ROGERS: Yeah. I don't believe I was properly cross-examined to where I can respond to Mr. Page's comments where he characterized that my letter was more of esthetic nature.

The first part of the letter -- And I think part of the problem, we're misunderstanding was, as I came in, I wasn't fully aware of the conversation you had previously.

And so when you were asking me about what I meant in the letter, the first part being more just an informational item, to let them know that because that information was conveyed to me, that that's the type of use they were looking to do, that it would need to be screened.

And that's why I caveated it with the second part of the sentence, saying that I understand that this is not what is to be taken

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into consideration in the rezoning.

The second part of the letter is the important part. And I agree with the planning director, in that the missing piece of information was, is the current zoning considered commercial.

So if that's been determined that it's considered commercial, then it is black and white, and that it is prohibited to have a rezoning on this property under the overlay district. And it's as simple as that.

THE CHAIRMAN: Okay. Thank you, sir.

MR. FISHER: Mr. Chair.

THE CHAIRMAN: Yes, sir.

MR. FISHER: I want to ask, I guess, Max's interpretation. Maybe he might be able to answer this.

This question just kind of came up, and I just kind of have . . . Where it says the rezoning of commercially zoned property to a more intense zoning nature is prohibited on the arterial roadway, could that be due to the fact that the CRA, when the community got together and did this CRA area, they don't want any more commercial property?

I mean, the area's heavily commercial up and down on all the arterial roads. And that's what they're saying, we don't want to upzone any more commercial.

MR. ROGERS: Again, that would be speculation on my part as to what the -- what the intention at the time was, but as you read it, more intense zoning.

Commercial hosts a wide variety of things that are deemed acceptable on arterial roadways, and that this overlay district as being more restrictive than county zoning is intentionally put in place to prohibit certain activities in CRA districts that would otherwise be allowable throughout the rest of the county.

And the reasoning behind that, as Horace Jones said, has everything to do with the redevelopment and encouraging redevelopment, to bring back economic vitality to distressed areas, which is the very purpose of what the CRA is for.

So the overlay district allows an extra layer of zoning to prohibit certain activities that, for one reason or the other, would not be acceptable or desirable in our CRA district. So

it's for a reason, and in this case, to me, it's very black and white.

MR. GRAY: Mr. Chair, may I ask a question?

First, Mr. Rogers, the next time we do have one of these events, where we have a letter from you guys, I would think of it as a favor if you guys could just knock out that calendar time to be here with us.

MR. ROGERS: Sure.

MR. GRAY: Because we do like to take advantage of the people when they make comments. It would be nice to have you here.

So having administered a CRA for the City of Pensacola and a couple of different counties, we do recognize that some levels of commercial operation and activity are advantageous for the tax value in the area and uplift it somewhat more.

But we also recognize the higher intensity of commercial allows for more, I would say, things that we would not accept because they do have some immediate detraction of tax value. But if you look at them in the whole, yeah, they create some economic activity, but there is an

area with which they actually can diminish the tax value of adjacent parcels.

And sometimes those areas -- we've had them in the outside sales. It's a portion of commercial sales, but it does have an adverse impact effect on tax values for the immediate area.

If you're working on a corridor, if your CRA is along a large corridor, you know, it is -- I can understand the meaning by which the folks were taking on this task when the CRA was established. I can understand why they would do it.

But to me, I feel like if we can ratchet down, I think their intent in this was to keep -- make sure we ratchet down the commercial activity, which would say to me that this whole area is trying to be as positive neighborly as possible.

In other words, if it was a small neighborhood store, that's probably what's going to bring it down to 6,000 square feet below versus a larger operation, which might have some adverse impact on the neighborhood parcels.

So I just feel like their intent was to

ratchet down the levels of commercial, and then allow for the different residentials to rise up around it.

MR. ROGERS: Correct.

MR. GRAY: Less intense.

MR. ROGERS: A more intense zoning use is not desirable on the arterial roadways, so --

MR. GRAY: And the impact would be a negative tax impact of the adjacent parcels around it. Less of a good neighbor. Less of a good neighbor. And that's as much presuming as I want to do, you know, today.

THE CHAIRMAN: All right. Thank you, sir.

Anything else, Mr. Rogers?

MR. ROGERS: Nope.

THE CHAIRMAN: All right. Thank you for your time.

Mr. Page, any closing statements?

No.

Anything else from staff?

(No response.)

THE CHAIRMAN: Okay. Board members.

Mr. Page. No. Ms. Blackwell has asked for a public forum.

VOICE IN THE AUDIENCE: She's not here.

THE CHAIRMAN: Okay. So we do have all of our board members here.

And the Chair will entertain a motion or discussion on the case.

MR. PYLE: Mr. Chairman, I'd like to move on the case Z-2019-07 to deny the zoning change, due primarily to criterion B.

THE CHAIRMAN: Okay. And your motion does not have any reliance on the fact of what the actual use of the property would be, just in general criterion B.

MR. PYLE: Criterion B, in large part due to the overlay of the CRA information.

THE CHAIRMAN: Okay. Thank you, sir.

Do we have a second?

MR. GRAY: Yeah. I also have some concerns with the intent of the CRA, that being an over -- you know, it's document overlay. It's -- it's -- This is part of the geography of that overlay.

I too feel like it's an important consideration to make, and we ought to -- you know, we ought to follow the staff along with this. I just don't think there's a compelling reason to go against what the CRA is asking to

be done.

And what the applicant is asking to do is just -- it's just -- it's not correct.

So I'll give my second to the motion.

THE CHAIRMAN: We have a second.

Discussion from -- discussion from other board members?

(No response.)

THE CHAIRMAN: All those in favor of denial of 2019-07 say "aye."

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: All right. Motion is unanimous for denial of 2019-07.

Mr. Page, I know you have done this long enough you know you have the right to appeal if you don't agree with the decision.

And so we wish you good luck.

All right. Thank you, sir.

(Hearing concluded at 10:24 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. C.**

Meeting Date: 05/07/2019
CASE : Z-2019-07
APPLICANT: Wiley C. "Buddy" Page, Agent for Linda Raney Trust
ADDRESS: 2400 Gulf Beach Hwy
PROPERTY REF. NO.: 35-2S-31-1000-018-071
FUTURE LAND USE: MU-U, Mixed-Use Urban
DISTRICT: 2
OVERLAY DISTRICT: Warrington
BCC MEETING DATE: 06/06/2019

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HDMU, High Density Mixed-use district (25 du/acre)

TO: HC/LI-NA, Heavy Commercial Light Industrial district. prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

CPP FLU 1.3.1 Future Land Use Categories The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.
CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS
The proposed amendment to HC/LI-NA **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Urban as stated in CPP FLU 1.3.1 and CPP FLU 1.5.1. The Comprehensive Plan allows for professional offices, light industrial, recreational
facilities, public and civic. The parcel will utilize the existing public road, utilities, and infrastructure.

Criterion b., LDC Sec. 2-7.2(b)(4)
Consistent with The Land Development Code
The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Sec. 3-2.9 High Density Mixed-use district (HDMU).
(a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).
(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of

the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by the applicable FLU and their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses outside of the Industrial (I) future land use category but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales, including medical marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way. **i.** Taxi and limousine services.
See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and

neighborhood centers.
d. Educational facilities, including preschools, K-12, colleges, and vocational schools.
e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.
f. Funeral establishments.
g. Homeless shelters.
h. Hospitals.
i. Offices for government agencies or public utilities.
j. Places of worship.
k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.
See also conditional uses in this district.
(Ord. No. 2015-24, § 1, 7-7-15)
(5) Recreation and entertainment.
a. Commercial entertainment facilities, indoor or outdoor, including movie theaters, amusement parks, and stadiums, but excluding motorsport facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.
b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.
c. Marinas, private and commercial.
d. Parks, with or without permanent restrooms or outdoor event lighting.
See also conditional uses in this district.
(6) Industrial and related. The following industrial and related uses, except within MU-S.
a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.
b. Marinas, industrial.
c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA.
See also conditional uses in this district.
(7) Agricultural and related.
a. Food produced primarily for personal consumption by the producer, but no farm animals.
b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.
c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.
(8) Other uses. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.
a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.
b. Building or construction trades shops and warehouses, including on-site outside storage.
c. Bus leasing and rental facilities, not allowed within MU-S.
d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.
e. Outdoor adjacent display of plants by garden shops and nurseries.
f. Outdoor sales.
g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.
h. Parking garages and lots, commercial, not allowed within MU-S.
i. Sales and outdoor display of prefabricated storage sheds.
j. Self-storage facilities, including vehicle rental as an accessory use.

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district:
(1) Residential. Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.
(2) Retail services. Restaurants not among the permitted uses of the district.
(3) Public and civic. Cinerators.
(4) Recreation and entertainment.
a. Motorsports facilities on lots 20 acres or larger.
b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.
c. Shooting ranges, outdoor.
(5) Industrial and related. The following industrial and related uses, except within MU-S:
a. Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.
b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.
c. Salvage yards not otherwise requiring approval as solid waste processing facilities.
d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

(6) Agricultural and related. Kennels or animal shelters not interior to veterinary clinics.

(7) Other uses. a. Structures of permitted uses exceeding the district structure height limit.

b. Heliports.

(d) Site and building requirements. The following site and building requirements apply to uses within the HC/LI district:

(1) Density. A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Mixed-Use Suburban (MU-S), Commercial (C) and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 50 feet above average finished grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. On each side of a single-family detached dwelling, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet.

For all other structures, including any group of attached townhouses, ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

c. Corner lots. Will have one front setback and one side setback.

(8) Other requirements.

a. Access. For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

(e) Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:

(1) Parcels *along Hwy 29 or SR 95A.* Parcels previously zoned GBD and within the MU-S future land use category which are located along and directly fronting U.S. Highway 29 or State Road 95A

(2) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(3) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district

b. Any intrusion into a recorded residential subdivision is limited to a corner lot

c. A system of service roads or shared access is provided to the maximum extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

(4) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

(f) Rezoning to HC/LI.

(1) Generally. Heavy Commercial and Light Industrial zoning may be established by rezoning only within the Mixed-Use Urban (MU-U), Commercial (C), or Industrial (I) future land use categories. The district is appropriate to provide transitions between areas zoned or used for commercial and areas zoned or used for industrial. The district is suitable for areas able to receive bulk deliveries by truck in locations served by major transportation networks and able to avoid undesirable effects on nearby property and residential uses. Rezoning to HC/LI is subject to the same location criteria as any non-residential use proposed within the HC/LI district.

(2) HC/LI-NA designation. Any applicant for rezoning to the HC/LI zoning district may request a HC/LI-NA designation prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses on the rezoned property. The request shall be in the form of a notarized affidavit that acknowledges this use restriction and affirms that it is a voluntary request. Once approved according to the rezoning process of Chapter 2, the HC/LI-NA zoning designation and its prohibitions shall apply to the property, regardless of ownership, unless the parcel is rezoned.

(Ord. No. 2015-56, § 5, 12-10-2015; Ord. No. 2016-2, § 3, 1-7-2016; Ord. No. 2017-5, §,2, 1-5-2017; Ord. No. 2018-25, § 1, 6-21-2018; Ord. No. 2018-30, § 2, 8-2-2018)

Sec. 3-3.8 Warrington Overlay (Warr-OL).

(a) Purpose. The Warrington Overlay (Warr-OL) district establishes supplemental land use regulations to support the objectives of the adopted Warrington area community redevelopment plan. The intent of the additional land use controls is to enhance the character of an area undergoing revitalization, especially along those commercial corridors that provide primary access or gateways to the adjoining military installations within the Warrington area.

(b) Permitted uses. Within the Warr-OL district, the permitted uses of the underlying zoning districts are limited by the following:

(1) Mix of uses. For any mix of residential and non-residential uses within the same building, the non-residential uses shall occupy the first or bottom floor and the residential uses shall occupy the second or upper floors.

(2) Separation of same uses. Any two locations of the same use shall be separated by at least 2500 feet as measured between the closest points of the two property boundaries for the following uses:

a. Bars and nightclubs.

b. Check cashing services.

c. Convenience stores.

d. Pawnshops.
e. Retail sales of alcohol for off-premises consumption.
f. Tattoo parlors.
(c) Conditional uses. The Warr-OL district does not modify the conditional uses of any underlying zoning districts except for those uses prohibited by the overlay and the requirement that uses be separated as required for permitted uses within the overlay.
(d) Prohibited uses. The following uses are prohibited in the Warr-OL district regardless of their status in any underlying zoning district:
(1) Manufactured (mobile) homes. The construction of modular homes is not prohibited.
(2) Manufactured (mobile) home subdivisions or parks.
(Ord. No. 2015-21, § 1, 7-7-15)
(e) Non-residential site and building requirements. The site and building requirements of non-residential uses within the Warr-OL are modified as follows:
(1) Structure height. New buildings, additions and redeveloped buildings shall complement the existing pattern of building heights. No structure shall exceed 45 feet in height and any lower height required by the underlying zoning district shall govern.
(2) Setbacks. New construction must maintain the existing alignment of facades along the street front. Exceptions may be granted if the setback is pedestrian oriented and contributes to the quality and character of the street scape.
(3) Materials and detailing. New structures, additions and renovations shall be constructed to be long-lasting and use materials and detailing that maintain the distinct character and harmony of the Warrington Community Redevelopment District. Vinyl or metal siding is prohibited on the primary facades of buildings adjacent to public rights-of-way. All accessory structures shall use the same materials, color, and/or style of the primary facade if visible from a public way.
(4) Facades.
a. Front facade. A front building facade more than 80 feet in width shall be divided into increments by changes in materials, bay windows, wall offsets, or similar methods.
b. Rear facades. A minimum of 15 feet of a building's rear facade facing a public right of way, parking area, or open space shall consist of transparent materials, not including reflective glass.
(5) Awnings. Awnings are encouraged to enhance the character of Warrington while providing sun protection for display windows, shelter for pedestrians, and a sign panel for businesses.
(6) Natural features. Natural features shall be protected and integrated into site design/development where possible. The applicant shall demonstrate how the development protects and incorporates existing vegetation.
(7) Landscaping. Water conservation is encouraged through proper landscape plant selection, installation and maintenance practices. Native plant species are required. All non-residential development applications shall include a landscape

plan as part of compliance review. The plan shall include the areas of natural vegetation to be protected, location and species of all plants to be installed, and an irrigation plan.

(8) Buffers and screening of outdoor storage. All outside storage must be screened from public view. The screening must use the same materials, color, and/or style as the primary building for architectural compatibility with the primary building and the building it is adjacent to. If the outside storage area is separate from the building it serves the following shall apply:

1. Type. Only fences constructed of legitimate fencing materials (may or may not be opaque) or masonry, concrete or stucco walls may supplement buffers. Specifically, garage doors and sheets of roofing material do not qualify for fencing or wall materials.

2. Screening of outdoor storage. Opaque fencing shall mean chain link fence with slats, privacy wooden fence, or privacy PVC/vinyl fence. A six-foot concrete or stucco wall may also be used to screen outdoor storage.

(9) Signs. Site signage is limited to one freestanding monument sign per development parcel, scaled primarily for pedestrians, and not to exceed 100 square feet in area and 12 feet in height, except for multi-tenant development where the sign may be up to 300 square feet. Sign colors, materials, and lighting shall avoid adverse visual impacts on surrounding properties. Wall signs shall not obstruct design details, windows, or cornices of the buildings to which they are attached.

(10) Lighting. Lighting in the overlay district should serve to illuminate facades entrances and signage to provide an adequate level of personal safety while enhancing the aesthetic appeal of the buildings. Building and signage lighting must be indirect, with the light source(s) hidden from direct pedestrian and motorist view.

(11) Parking. Parking in the overlay district must adequately serve the users without detracting from the compact design that makes it a successful commercial center. Off-street parking must be located in the rear. If the lot orientation cannot accommodate adequate rear parking, parking on the side will be permitted.

(12) If within HC/LI zoning. Development within the HC/LI zoning district is subject to the following design standards.

a. Landscaping. A minimum 10-foot wide landscaped strip is required on all roadway frontages. The strip shall contain one tree and 10 shrubs for every 35 linear feet of frontage. Preservation of existing plants within the required landscaped areas can be used to satisfy this requirement. Buffers required adjacent to residential districts shall include a minimum of two trees and 15 shrubs for every 35 linear feet of required buffer length.

b. Vehicular use areas. Areas other than public rights-of-way, designed to be used for parking, storage of vehicles for rent or sales, or movement of vehicular traffic, shall be separated by a minimum five-foot wide landscaped strip from any boundary of the property on which the vehicular use area is located. The strip shall contain shrubs or ground covers with a minimum mature height of 24 inches and a maximum height of 30 inches. Plant material shall be spaced 18 inches to

24 inches apart, depending on mature size.
c. Parking lots. Interior parking areas shall have one landscape island containing at least one tree and shrubs or ground covers as per the above specifications, for every eight contiguous spaces.
d. Irrigation system. An irrigation system shall be installed for all landscaped areas of the site. All systems shall include rain sensors and all system materials used shall be ASTM approved.
e. Existing development. Any change of use to a HC/LI use within the overlay district must meet the above standards.
(f) Rezonings. Rezoning of Commercial zoned property to a more intense zoning district is prohibited if located on an arterial roadway.
(Ord. No. 2017-65,§, 2 11-30-2017; Ord No. 2018-xx, §,1, 4-5-2018)

(6) AIPD-2 requirements. AIPD-2 is additional areas extended beyond AIPD-1 that is sufficiently close to the airfield to require some protections. AIPD-2 requirements are the same for all airfields. Densities and minimum lot sizes of the underlying zoning districts are not modified by AIPD-2.

Sec. 4-7.9 Outdoor Storage.
General. Where the LDC allows any outdoor storage of equipment, goods, junk, material, or merchandise, the storage shall comply with the regulations of this section unless specifically identified in the LDC as exempt from these regulations. The regulations are intended to allow outdoor storage, including retail display, while assuring it is not a hazard to public health and safety, does not have a depreciating effect on adjacent property values, and does not create nuisance conditions. Unless specifically identified as a principal use, outdoor storage in all zoning districts is limited to items accessory (subordinate and incidental) to a permitted principal use on the same parcel, and complying with the provisions of this section.
(c) Retail display. Outdoor retail display shall comply with the following standards:
(1) Accessory. The display shall be accessory to a permitted retail use on the same parcel.
(2) Access. The display shall not be located where it will interfere with any required vehicular or pedestrian access, including access to public rights-of-way, parking stalls, loading zones, driveways, drive aisles, fire lanes, hydrants, alarms, emergency exits, or sidewalks. Additionally, displays shall not interfere with any sight visibility triangles prescribed in Chapter 5, or any utilities, services or drainage systems.
(3) Order. Items displayed shall be maintained in a neat and orderly manner.
(4) Height. The height of items displayed shall not exceed the height of any required screening.
(5) Condition of approval. The location of permissible display area shall be established as a condition of any applicable county approval for a retail use.

FINDINGS

The proposed amendment i**s not** consistent with the intent and purpose of the Land Development Code due the Community Redevelopment Area (CRA) Warrington overlay area. Attached in the case file a letter from Clara Long, CRA Division Manager referencing section 3-3.9(f) rezoning of commercial zoned property to a more intense zoning district is prohibited if located on an arterial roadway. The parcel is located on a principal arterial roadway Gulf Beach Hwy currently zoned HDMU which is considered neighborhood commercial & residential area. Changing the zoning designation to HC/LI-NA would allow for many permitted heavy and intense commercial and light industrial type uses that will create other adverse impacts upon the surrounding properties more than the uses, density, or intensity of the current zoning of High Density Mixed Use. Furthermore, staff determines that this will be a indirect conflict with Section 3-3.8 (f) Warrington Overlay as mentioned therein the proposed rezoning request would not enhance this quality of life that is an established residential community which is one of the primary goals for the adoption of the Community Redevelopment areas and there corresponding regulations that include prohibitions and restrictions as reference in the land Development Code. Likewise, the applicant had stated that they are wanting to rezone to sale shipping containers. If this is the case, Per the LDC the Warrington Overlay Sec. 3-3.8(e)(8) All outside storage must be screened from public view. As well all outdoor storage must comply with all of Sec.4-7.9 Outdoor Storage. Depending on the height of the shipping container a eight to twelve foot opaque fence would be required. Thus, type of screening and buffering is intended for existing heavy commercial and industrial type area that are not contiguous and/or adjacent to significantly residential and limited neighborhood commercial type or zoned areas.

Criterion c., LDC Sec. 2-7.2(b)(4)

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment **is not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts MDR, HDMU, and HC/LI. There are single-family parcels, vacant parcels, a repair shop, car lot and an office in the area surrounding the subject properties.The overall area is single family residence with limited light commercial land uses. Rezoning the property to HC/LI-NA would not be compatible with the

surrounding existing uses.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The request to rezone to HC/LI-NA is spot zoning due to the adjacent parcels currently zoned HDMU.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions.

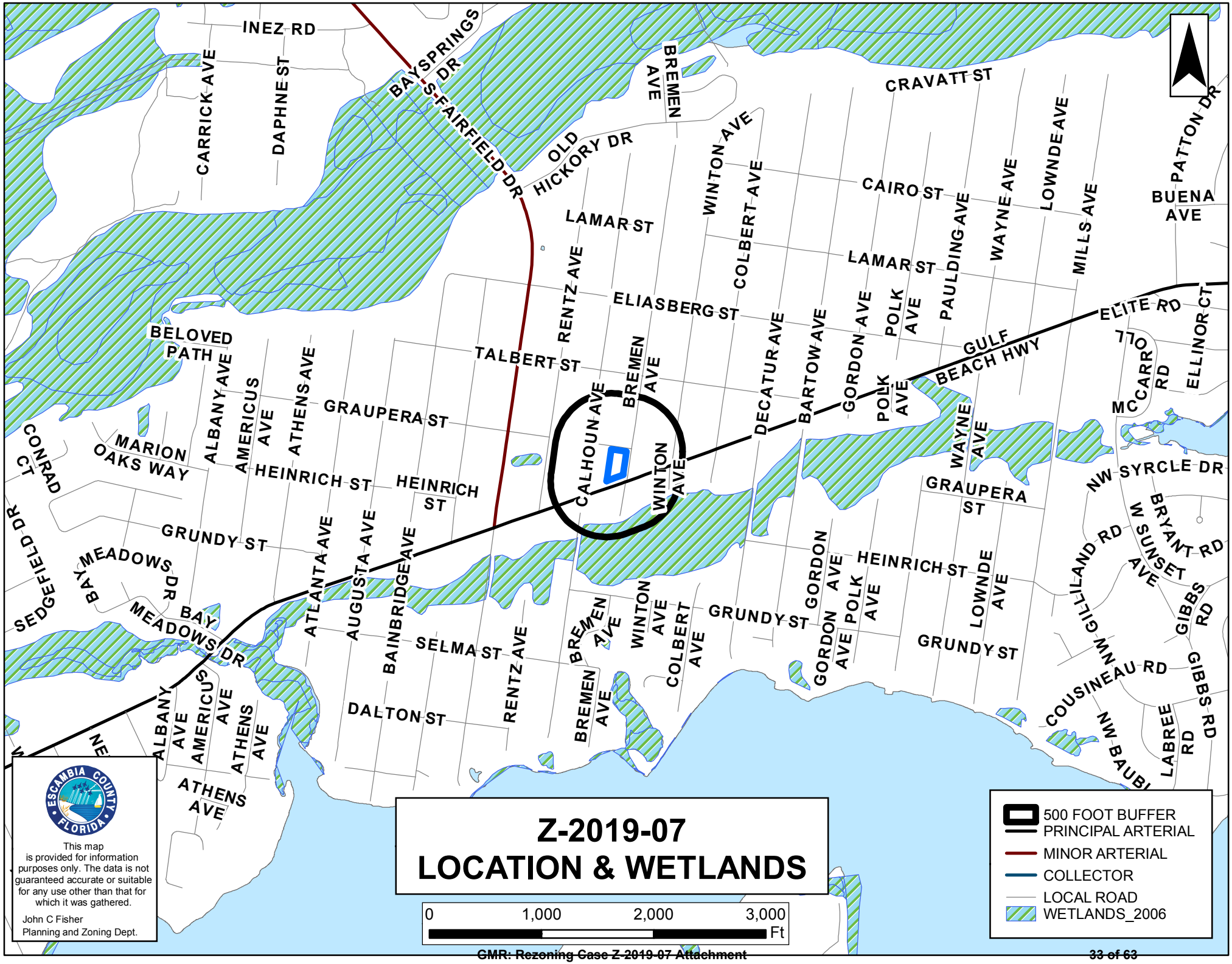
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

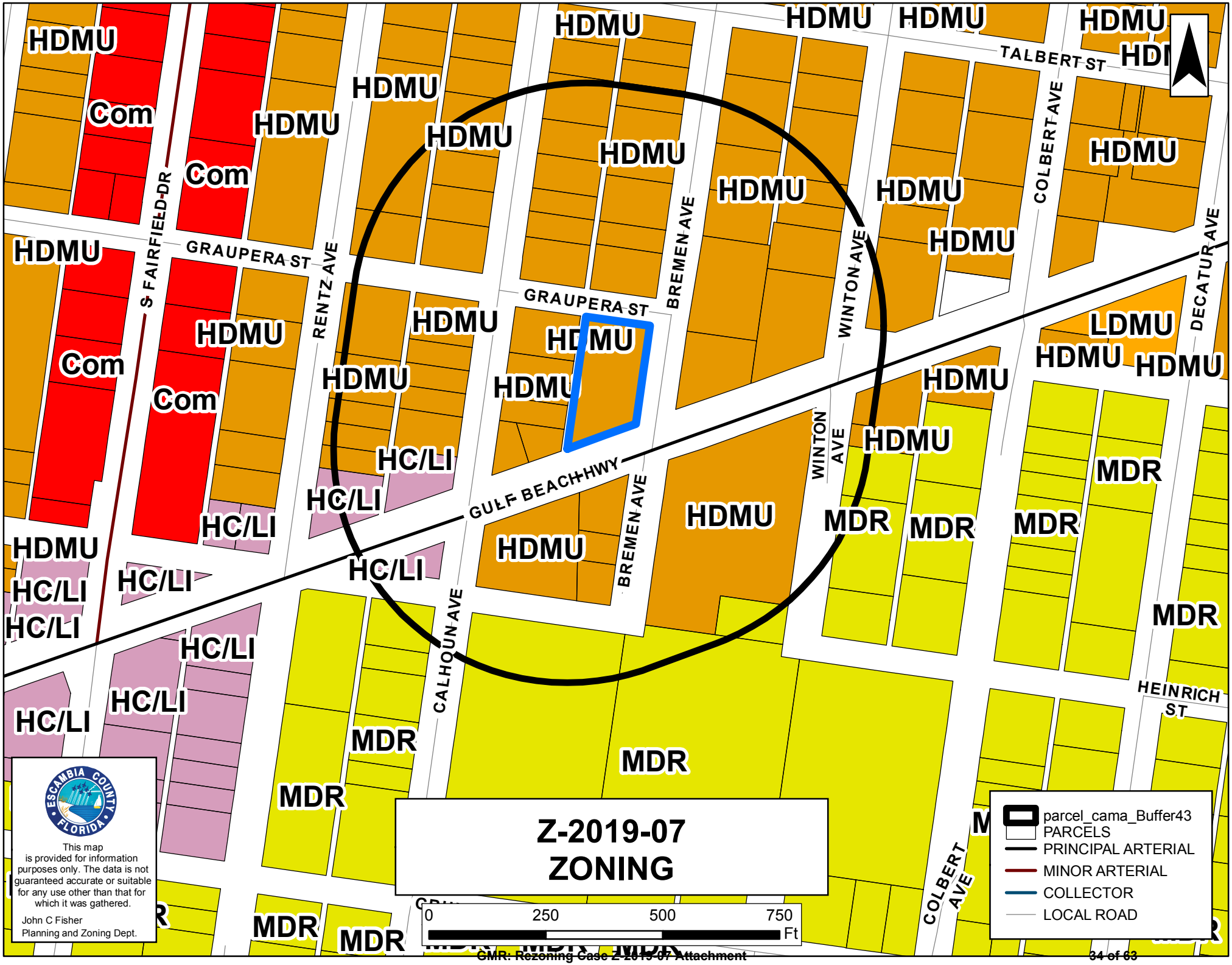
FINDINGS

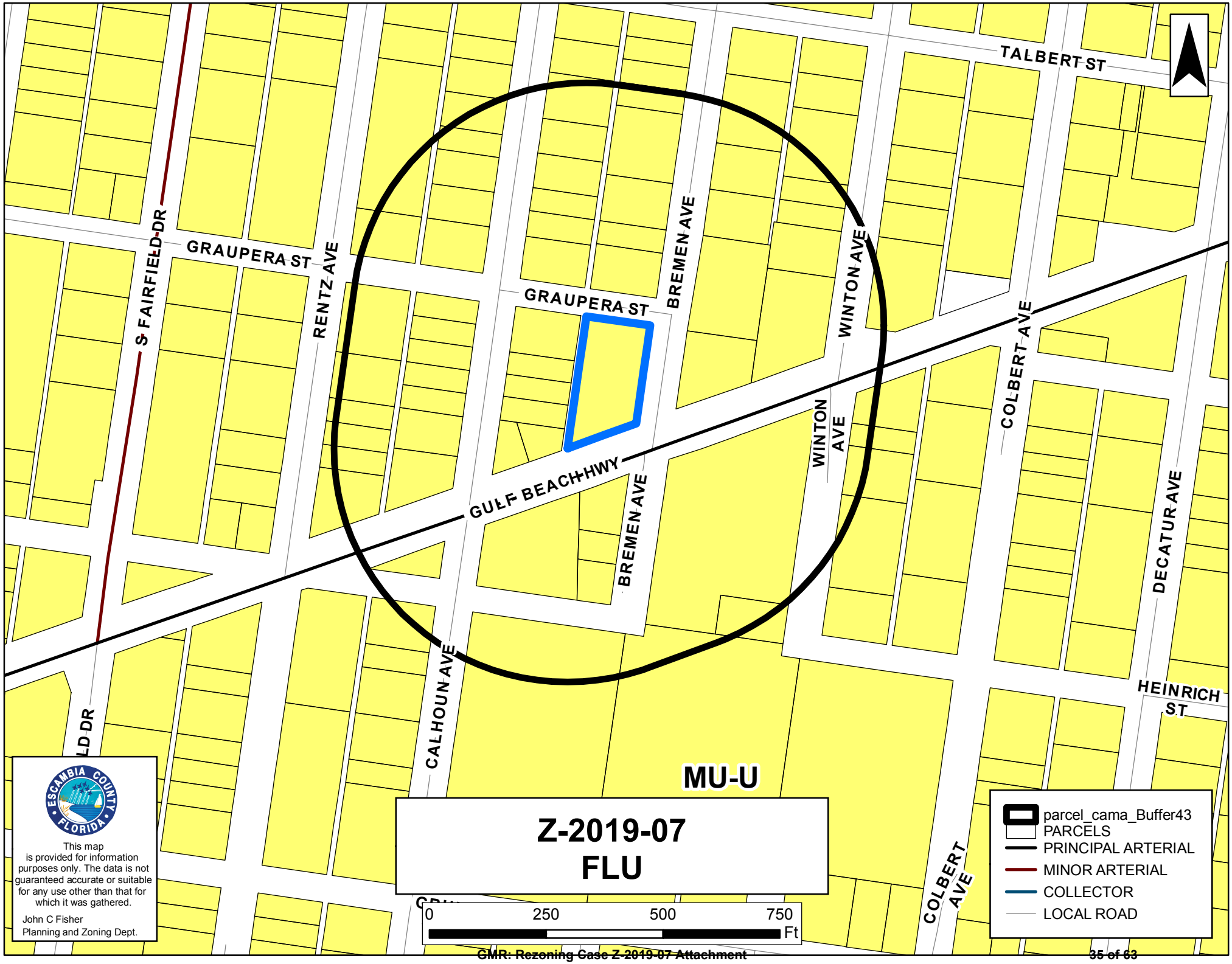
The land uses or development conditions within the area surrounding the property of rezoning **have not** changed. The area along Gulf Beach Highway has parcels with a light commercial, vacant land and mostly residential uses.

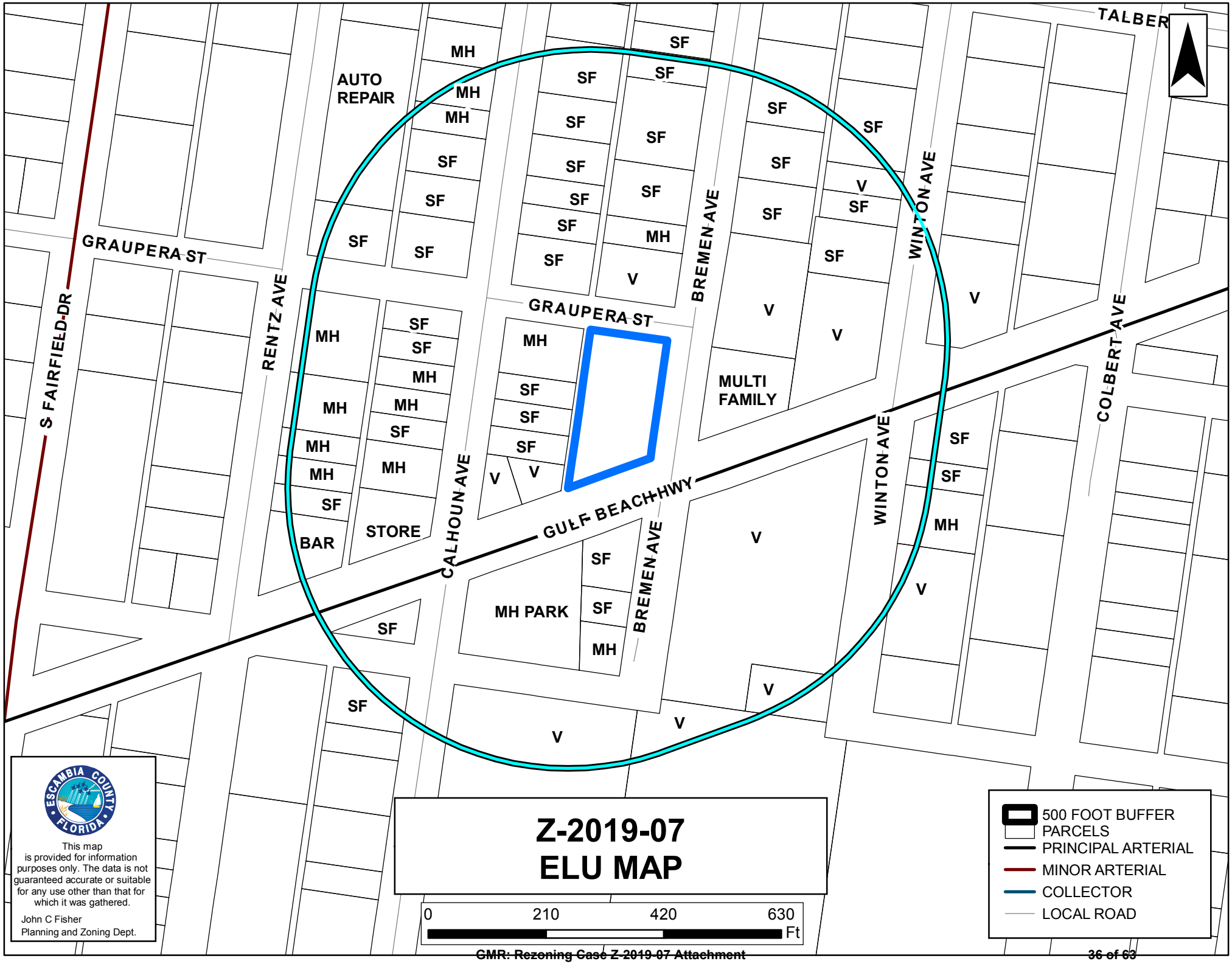
Attachments

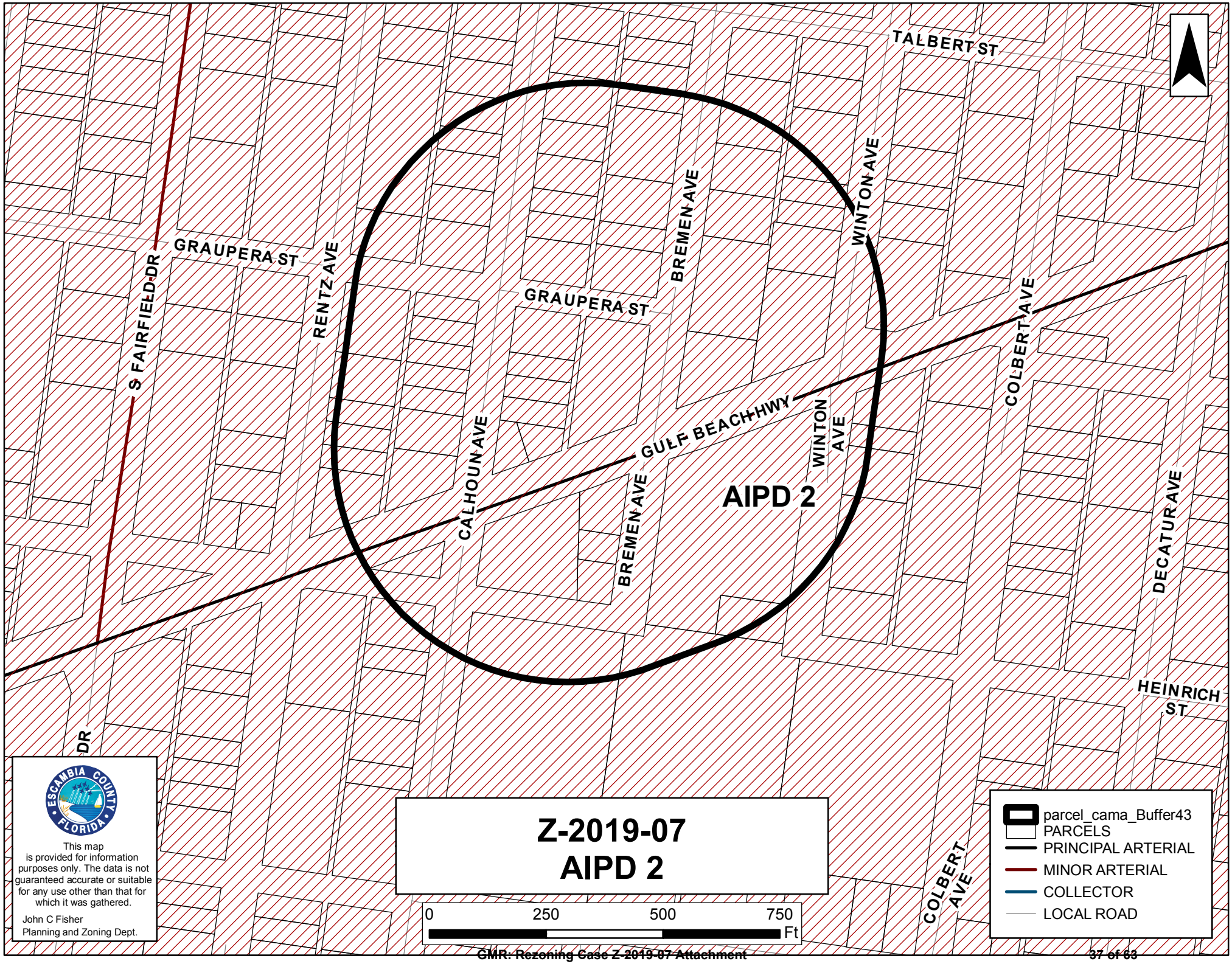
Working Case File

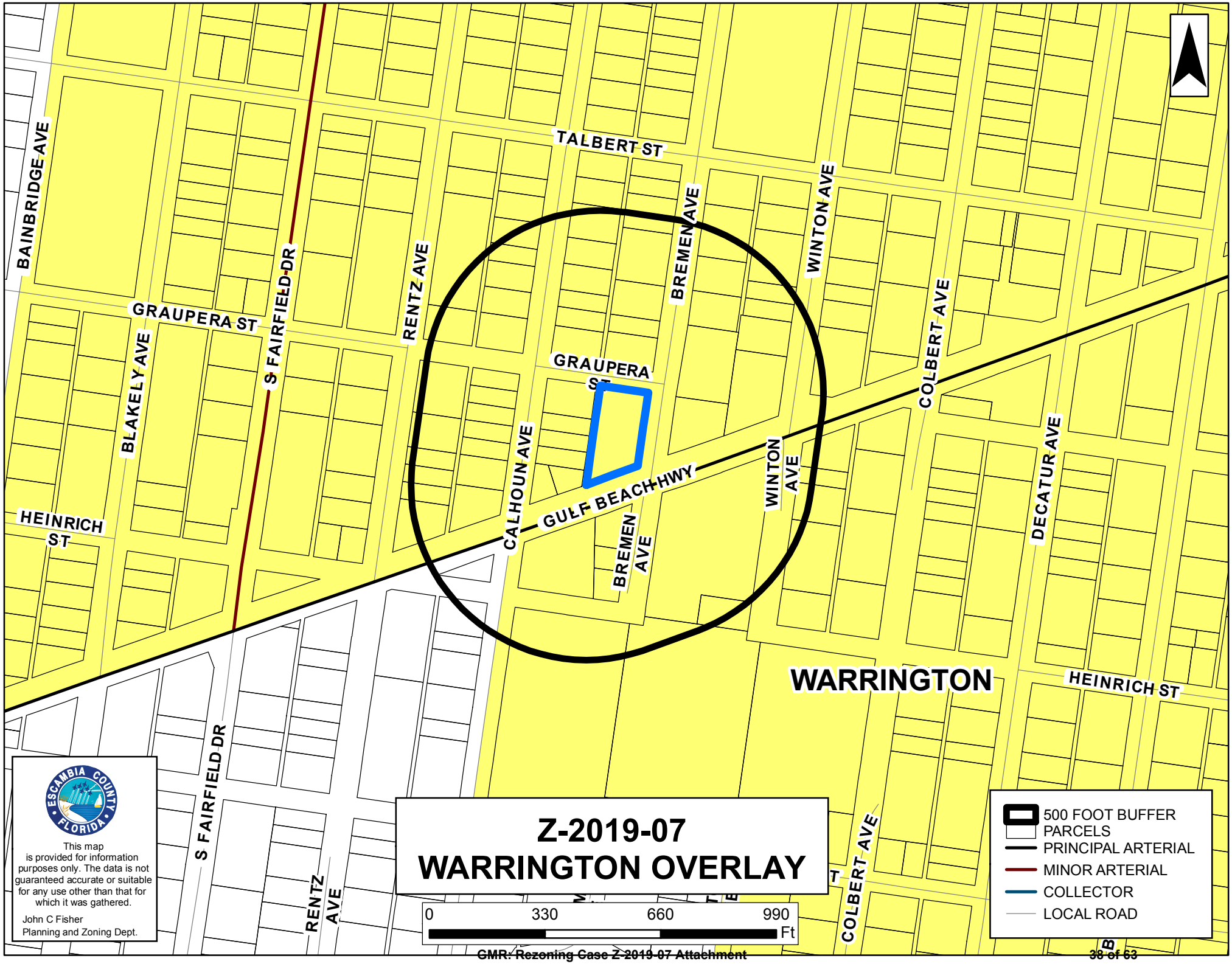

INEZ RD
CARRICK AVE
DAPHNE ST
BAYSPRINGS DR
S FAIRFIELD DR
OLD HICKORY DR
BREMEN AVE
CRAVATT ST
WINTON AVE
COLBERT AVE
CAIRO ST
PAULDING AVE
WAYNE AVE
LOWNDE AVE
MILLS AVE
PATTON DR
BUENA AVE
LAMAR ST
LAMAR ST
RENTZ AVE
ELIASBERG ST
ELITE RD
BELOVED PATH
TALBERT ST
BREMEN AVE
DECATUR AVE
BARTOW AVE
GORDON AVE
POLK AVE
GULF BEACH HWY
POLK AVE
MC CARR RD
ELLINOR CT
ALBANY AVE
AMERICUS AVE
ATHENS AVE
GRAUPERA ST
CONRAD CT
MARION OAKS WAY
HEINRICH ST
HEINRICH ST
CALHOUN AVE
WINTON AVE
WAYNE AVE
GRAUPERA ST
NW SYRCLE DR
SEDGEFIELD DR
GRUNDY ST
MEADOWS DR
BAY MEADOWS DR
ATLANTA AVE
AUGUSTA AVE
BAINBRIDGE AVE
SELMA ST
RENTZ AVE
BREMEN AVE
WINTON AVE
COLBERT AVE
GRUNDY ST
GORDON AVE
POLK AVE
HEINRICH ST
LOWNDE AVE
GRUNDY ST
W SUNSET AVE
BRYANT RD
GILLILAND RD
GIBBS RD
COUSINEAU RD
LABREE RD
NW BAUBL
DALTON ST
ALBANY AVE
AMERICUS AVE
ATHENS AVE
ATHENS AVE
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2019-07
LOCATION & WETLANDS
0 1,000 2,000 3,000 Ft
500 FOOT BUFFER
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
WETLANDS_2006


HDMU
Com
HC/LI
MDR
LDMU
TALBERT ST
S FAIRFIELD DR
GRAUPERA ST
RENTZ AVE
BREMEN AVE
WINTON AVE
COLBERT AVE
DECATUR AVE
GULF BEACH HWY
CALHOUN AVE
HEINRICH ST
Z-2019-07
ZONING
0 250 500 750 Ft
parcel_cama_Buffer43
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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John C Fisher
Planning and Zoning Dept.


TALBERT ST
S FAIRFIELD DR
GRAUPERA ST
RENTZ AVE
GRAUPERA ST
BREMEN AVE
WINTON AVE
COLBERT AVE
GULF BEACH HWY
WINTON AVE
BREMEN AVE
DECATUR AVE
CALHOUN AVE
HEINRICH ST
COLBERT AVE
MU-U
Z-2019-07
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500
750
Ft
parcel_cama_Buffer43
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


TALBERT
AUTO REPAIR
MH
SF
V
GRAUPERA ST
S FAIRFIELD DR
RENTZ AVE
BREMEN AVE
WINTON AVE
COLBERT AVE
CALHOUN AVE
GULF BEACH HWY
MULTI FAMILY
BAR
STORE
MH PARK
Z-2019-07
ELU MAP
0 210 420 630 Ft
500 FOOT BUFFER
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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John C Fisher
Planning and Zoning Dept.


TALBERT ST
GRAUPERA ST
S FAIRFIELD DR
RENTZ AVE
BREMEN AVE
WINTON AVE
GRAUPERA ST
COLBERT AVE
GULF BEACH HWY
CALHOUN AVE
WINTON AVE
BREMEN AVE
AIPD 2
DECATUR AVE
HEINRICH ST
COLBERT AVE
DR
ESCAMBIA COUNTY FLORIDA
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John C Fisher
Planning and Zoning Dept.
Z-2019-07
AIPD 2
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Ft
parcel_cama_Buffer43
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


TALBERT ST
BAINBRIDGE AVE
GRAUPERA ST
S FAIRFIELD DR
RENTZ AVE
BREMEN AVE
WINTON AVE
COLBERT AVE
BLAKELY AVE
GRAUPERA ST
CALHOUN AVE
GULF BEACH HWY
WINTON AVE
BREMEN AVE
DECATUR AVE
HEINRICH ST
WARRINGTON
HEINRICH ST
S FAIRFIELD DR
RENTZ AVE
COLBERT AVE
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2019-07
WARRINGTON OVERLAY
0
330
660
990
Ft
500 FOOT BUFFER
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


GRAUPERA ST
BREMEN AVE
WINTON AVE
GULF BEACH HWY
CALHOUN AVE
BREMEN AVE
WINTON AVE
Z-2019-07
AERIAL
0
100
200
300
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.



PUBLIC HEARING SIGN



LOOKING WEST ALONG GULF BEACH HWY



LOOKING AT SUBJECT PROPERTY



LOOKING WEST ALONG GULF BEACH HWY


LOOKING NORTH ALONG BREMEN AVE



LOOKING SOUTH ACROSS GULF BEACH HWY

Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC
5337 Hamilton Lane Pace, Florida 32571
Cell 850.232.9853
budpagel@att.net

March 10, 2019
VIA HAND DELIVERY

Mr. Horace Jones, Director
Department of Growth Management
3363 West Park Avenue
Pensacola, Florida 32505

RE: Rezoning request: HDMU to HC/LI-NA
Parcel: 35-2S-31-1000-018-071
Owner: Linda Raney Trust
Address: 2400 Gulf Beach Highway Pensacola

Dear Mr. Jones:

The attached application requests Planning Board consideration to change the existing HDMU to HC/LI zoning.

The application contains the required filing fee together with additional information regarding location, proof of ownership and referenced materials. Please contact me if you have any questions or require anything further. Thank you.

Very truly yours,

Wiley C."Buddy" Page

copy: Linda Raney Trust

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z2019-07 Accepted by: Hundley PB Meeting: 5/7/19

1. **Contact Information:**

   A. **Property Owner/Applicant:** Linda Raney Trust

   Mailing Address: 2902 Greystone Drive Pace, FL 32571

   Business Phone: _____ Cell: _____

   Email: _____

   B. **Authorized Agent (if applicable):** Wiley C."Buddy" Page

   Mailing Address: 5337 Hamilton Lane Pace, Florida 32571

   Business Phone: _____ Cell: 850 232-9853

   Email: budpage1@att.net

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 2400 Gulf Beach Hwy

   Parcel ID (s): 35-2S-31-1000-018-071

   B. Total acreage of the subject property: 0.79ac

   C. Existing Zoning: HDMU

   Proposed Zoning: HC/LI - NA; explain why necessary and/or appropriate

   Desired retail use is not a listed use under HDMU

   FLU Category: MU-U

D. Is the subject property developed (if yes, explain): _____
Lot is vacant

E. Sanitary Sewer: _____ Septic: X

3. **Amendment Request**

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. **Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

As per LDC Sec. 3-1.3 (h) Zoning Implementation of FLU, the requested HC/LI designation is an allowable zoning designation under the MU-U Future Land Use category.

b. **Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

The requested HC/LI category allows for "wholesale and retail uses" as an allowed purpose and intent. The intended retail use of the property is consistent with this provision.

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

This area of Gulf Beach Highway has numerous examples where HC/LI zoning fronts on the highway and has HD/MU zoned adjacent parcels. As shown on the attached location map, the site is located less than 1/4 mile from Fairfield Drive. Both Fairfield and Gulf Beach Highway are classified as Arterial roadways by the FDOT.

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

The requested zoning will be transitional in character, as evidenced by nearby examples where HC/LI and HD/MU are existing adjacent uses that demonstrates a historical logical and orderly development pattern.

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

Change in the area has been historically slow, however properties fronting on Gulf Beach Highway continue to migrate toward non residentiaL uses.

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 2400 Gulf Beach Hwy Pensacola, Florida, property reference number(s) 35-2S-31-1000-018-071 I hereby designate Wiley C."Buddy" Page for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 3 day of MAR the year of, 2019, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley C."Buddy" Page Email: budpage1@att.net

Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850 232-9853

Linda Raney	LINDA RANEY	3/14/19
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 14 day of March 20 19, by Linda Raney.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: FL DL R500536547414

April T. Thomas	April T. Thomas
Signature of Notary	Printed Name of Notary

APRIL T. THOMAS
MY COMMISSION # GG 129941
EXPIRES: July 31, 2021

(Notary Seal)

5. Submittal Requirements

A. X Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. X Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. X Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. X Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. ✓ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Wiley C. Page — Signature of ~~Owner~~/Agent

WILEY C. PAGE — Printed Name ~~Owner~~/Agent

3/14/19 — Date

Linda Raney — Signature of Owner

LINDA RANEY — Printed Name of Owner

3/14/19 — Date

STATE OF Florida COUNTY OF Santa Rosa The foregoing instrument was acknowledged before me this 14 day of March 20 19, by Linda Raney.

Personally Known OR Produced Identification. Type of Identification Produced: FLDL R500536547461

April Thomas — Signature of Notary

April T. Thomas — Printed Name of Notary

APRIL T. THOMAS
MY COMMISSION # GG 129941
(EXPIRES: July 31, 2021)

Recorded in Public Records 08/08/2005 at 04:27 PM OR Book 5702 Page 279, Instrument #2005405641, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $851.20

27-20
85

PREPARED BY: Tracy Ratzin
RECORD & RETURN TO:
Prepared by: Tracy Ratzin
Lawyers Title Agency of North Florida, Inc.
14118 Perdido Key Drive, Suite #3
Pensacola, FL 32507

File No: PNS-05-09033

This Warranty Deed

Made this 1st day of August, 2005 by **The J. Lillian Cartwright Revocable Trust Agreement dated May 26, 1999,** hereinafter called the grantor, to **Linda Raney-Paul, Trustee of the Linda Raney Trust dated November 21, 1995** whose post office address is: **2902 Greystone Drive, Pace, FL 32571**, hereinafter called the grantee:

(Whenever used herein the term "grantor and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of **$10.00** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia** County, Florida, viz:

- **see attached Schedule "A" for legal description –**

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 35-2S-31-1000-010-079 & 35-2S-31-1000-018-071

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to **December 31, 2004.**

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

1st Witness Sign: Tracy Ratzin
Print Name: Tracy Ratzin

2nd Witness Sign: Kendra J. Thompson
Print Name: Kendra J. Thompson

The J. Lillian Cartwright Revocable Trust Agreement dated May 26, 1999

J. Lillian Cartwright
J. Lillian Cartwright, Trustee

5131 Choctaw Avenue
Pensacola, FL 32507

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 1st day of August, 2005, by The J. Lillian Cartwright Revocable Trust Agreement dated May 26, 1999 who is personally known to me or who has produced FL DL as identification

Notary Signature: Tracy Ratzin
Print Name: Tracy Ratzin
My Commission Expires: 04/11/06
(SEAL)

TRACY RATZIN
MY COMMISSION # DD 092305
EXPIRES: April 11, 2006
Bonded Thru Notary Public Underwriters

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	352S311000018071
Account:	100581000
Owners:	PAUL-RANEY LINDA TRUSTEE FOR RANEY LINDA TRUST
Mail:	2902 GREYSTONE DR PACE, FL 32571
Situs:	2400 GULF BEACH HWY 32507
Use Code:	VACANT COMMERCIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$39,092	$0	$39,092	$39,092
2017	$39,092	$0	$39,092	$39,092
2016	$39,092	$0	$39,092	$39,092

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2005	5702	279	$121,600	WD	View Instr
12/1999	4509	1087	$100	WD	View Instr
10/1993	3457	349	$45,300	OJ	View Instr

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

None

Legal Description

FRAC LT 18 AND ALL LTS 19 TO 24 BLK 71 BEACH HAVEN PLAT DB 46 P 51 OR 5702 P 279 SEC 54/35 T2S R 30/31 LESS OR...

Extra Features

None

Parcel Information

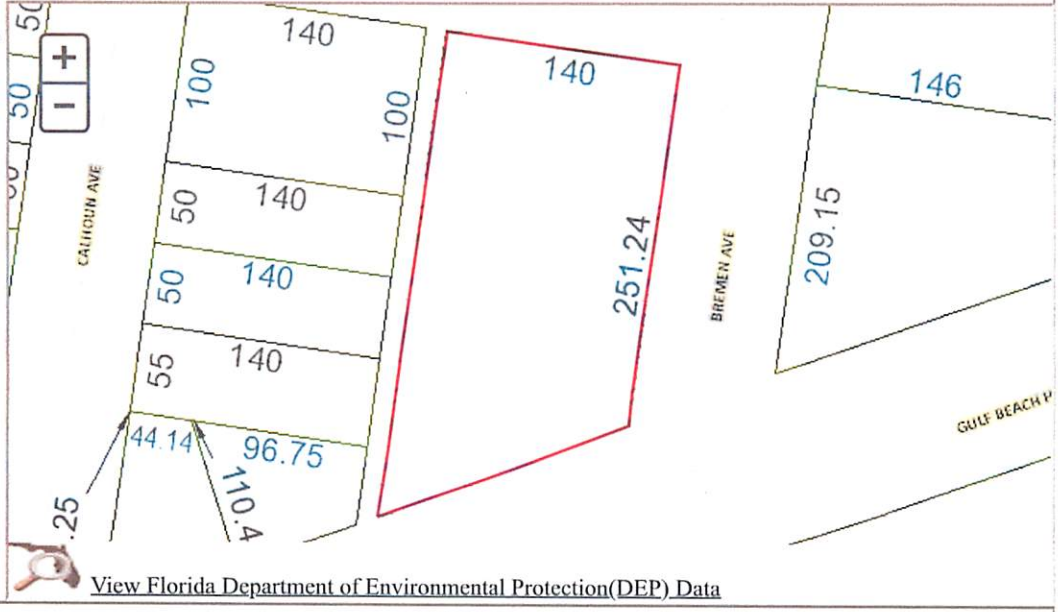
Launch Interactive Map

Section Map Id: 35-2S-31-4

Approx. Acreage: 0.7900

Zoned: HDMU

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

Chris Jones - Escambia County Property Appraiser

No Account Selected



Printed:

Site located less than 1/4 mile from Fairfield Drive

Tonya Gant, Director
Neighborhood & Human Services Department

Clara Long, Division Manager
Community Redevelopment Agency

April 3, 2019

Horace Jones, Director
Escambia County Planning & Zoning Division
3363 West Park Place
Pensacola, FL 32505

SUBJECT: REZONING REQUEST FOR THE FOLLOWING
PARCEL #35-2S-31-1000-018-071 FROM HDMU to HC/LI
ADDRESS: 2400 Gulf Beach Highway

Horace,

I have reviewed the Rezoning Request package for the abovementioned location and my comments are below:

This property is located in the Warrington Redevelopment District. The property is subject to the Warrington Overlay District.

Please note that per Sec. 3-3.8 (e)(8) outside storage must be screened from public view. While this may not pertain to the rezoning per se, it will apply to the use of the property if the rezoning is approved.

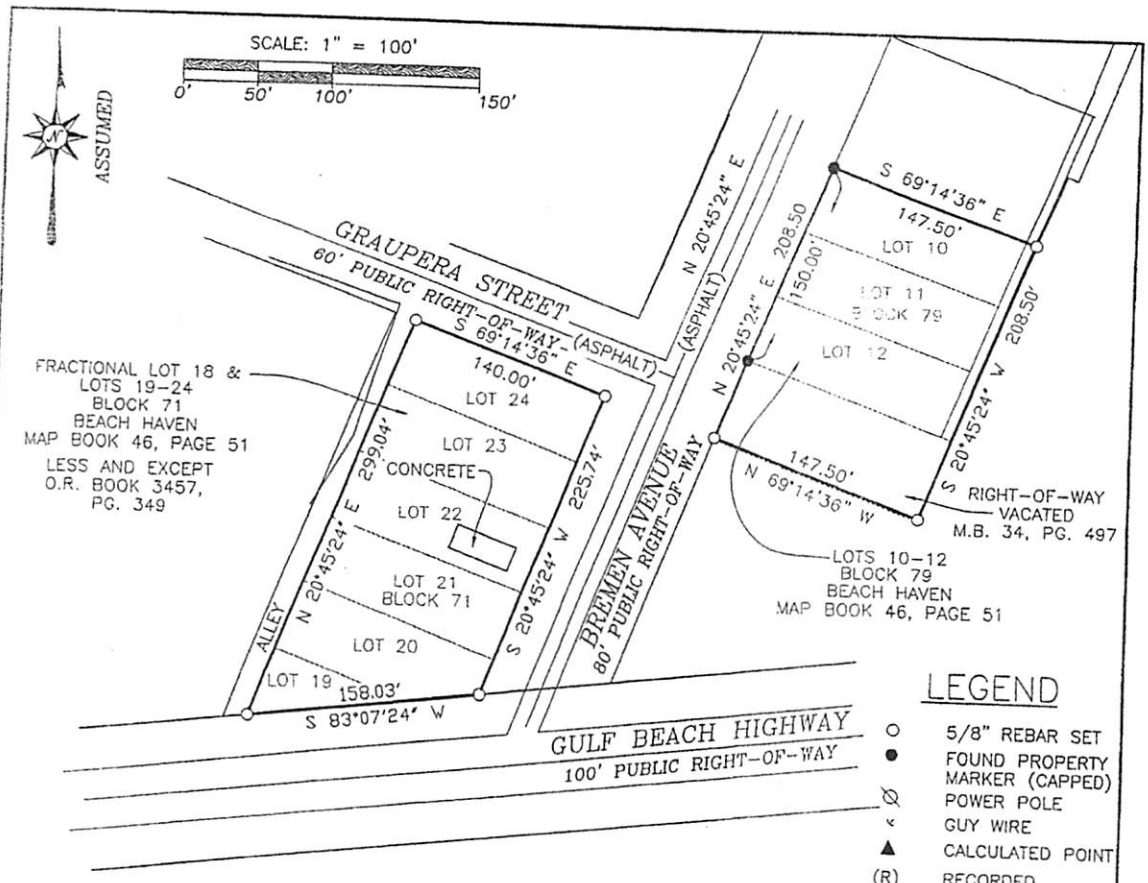
Sec. 3-3.8 (f) does not permit commercial zoned property to be rezoned to a more intense zoning district if located on an arterial roadway. We leave it to the discretion and jurisdiction of the Planning Department to determine if the existing zoning of HDMU is considered commercial.

If you have any questions or comments, please contact me at 850-595-3596.

Sincerely,

Clara Long

Clara Long, CRA Division Manager



LEGEND

- ○ 5/8" REBAR SET
- ● FOUND PROPERTY MARKER (CAPPED)
- POWER POLE
- GUY WIRE
- ▲ CALCULATED POINT
- (R) RECORDED REFERENCE
- AC AIR CONDITIONER
- W WATER METER

MORTGAGE SURVEY
STATE OF FLORIDA
COUNTY OF ESCAMBIA

PROPERTY ADDRESS
625 & 700 BREMEN AVENUE
PENSACOLA, FL 32507

TO ALL INTERESTED PARTIES:
SCALE: 1" = 100'

Certify to: The Linda Raney Trust, dated November 21, 1995, Lawyers Title Insurance Corporation

I, William H. Sommerville, III, Florida Registered No. 0006141, hereby state that all parts of this survey and drawing, performed on the 26th day of May, 2005, have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Florida to the best of my knowledge, information, and belief.

Fractional Lot 18 lying north of Gulf Beach Highway and All of Lots 19-24, Block 71, Lots 10-12, Block 79 and the North 58 1/2 feet of that portion of vacated Right-of-Way (Graupera Street) as recorded in Minute Book 34, page 497, of Beach Haven, a map or plat of which is recorded in Deed Book 46, at Page 51, or Official Records 4509, at page 1087, in the Office of the Clerk of the Circuit Court, Escambia County, Florida.

That there are no rights-of-way, easements, joint driveways or encroachments, over or across said land, visible on the surface or shown on recorded map, except as shown; that this survey shows the improvements located on said property; and that there are no electrical or telephone wires, (excluding wire which serve the premises only) or structures or supports thereof, including poles, anchors and guy wires, on or over said property, except as shown; and that the property is not located in a special flood hazard area and is shown in a Zone "X" of the Flood Insurance Rate Map Community Panel No. 12033C 0508 F, Dated February 23, 2000 for said Escambia County, Florida.

Note: No title or abstract research was performed by the undersigned.

GIVEN UNDER MY HAND AND SEAL, this the 20th day of July, 2005.

William H. Sommerville, III
Florida Registered No. 0006141

sommerville muggeo webb
engineering group, inc.
SMW Engineering Group, Inc.
208 Oak Mountain Circle
Pelham, Alabama 35124
(205) 252-6985
Fax: (205) 320-1504

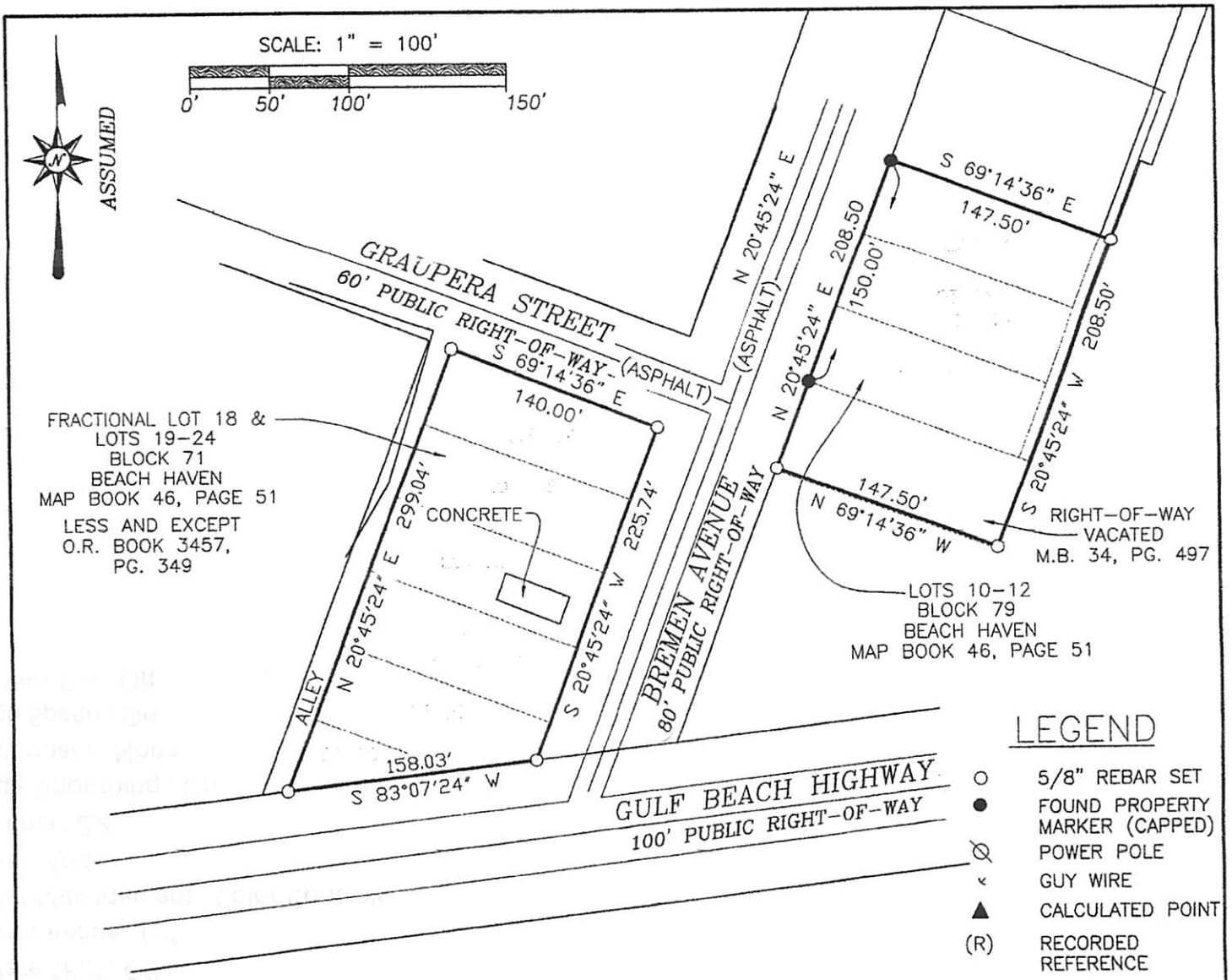
REVISIONS		
NO.	DESCRIPTION	DATE

PROJECT NO. 05-470

TYPE OF SURVEY
MORTGAGE

CLIENT
CHARTER REALTY
13430 GULF BEACH HIGHWAY
PENSACOLA, FL 32507

DATE:	DRAWN:	CHKD:	SCALE:
07/20/05	KEL	WMC	1"=100'



PROPERTY ADDRESS
625 & 700 BREMEN AVENUE
PENSACOLA, FL 32507

MORTGAGE SURVEY
STATE OF FLORIDA
COUNTY OF ESCAMBIA

TO ALL INTERESTED PARTIES:
SCALE: 1" = 100'

Certify to: The Linda Raney Trust, dated November 21, 1995, Lawyers Title Insurance Corporation

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Note: No title or abstract research was performed by the undersigned.

GIVEN UNDER MY HAND AND SEAL this

EPSON WP-4530 Series Advanced Driver Settings

Paper Source : Auto Select
Document Size : Letter (8 1/2 x 11 in)
Orientation : Portrait
Paper Type : Plain Paper/Bright White Paper
Quality : Normal
Color : Black/Grayscale
Reduce/Enlarge Document : Off
2-Sided Printing : Off
Create Folded Booklet : Off
Pages per Sheet : Off
Poster : Off
Copies : 1
Collate : Off
Reverse Order : On
Rotate 180° : Off
Mirror Image : Off
Color Management : Color Controls
Color Mode : -
Gamma : 2.2
Edge Smoothing : On
Watermark : None
High Speed : On
Fix Red-Eye : Off

the North 58 1/2 feet of that portion of vacated Right-of-Way (Graupera Street) as recorded in Minute Book 34, page 497, of Beach Haven, a map or plat of which is recorded in Deed Book 46, at Page 51, or Official Records 4509, at page 1087, in the Office of the Clerk of the Circuit Court, Escambia County, Florida.

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Note: No title or abstract research was performed by the undersigned.

GIVEN UNDER MY HAND AND SEAL, this the 20th day of July, 2005.

William H. Sommerville, III
Florida Registered No. 0006141

PROJECT NO. 05-470

sommerville muggeo webb
engineering group, inc.

SMW Engineering Group, Inc.
208 Oak Mountain Circle
Pelham, Alabama 35124
(205) 252-6985
Fax: (205) 320-1504

REVISIONS		
NO.	DESCRIPTION	DATE

TYPE OF SURVEY
MORTGAGE

CLIENT
CHARTER REALTY
13430 GULF BEACH HIGHWAY
PENSACOLA, FL 32507

DATE:	DRAWN:	CHKD:	SCALE:
07/20/05	KEL	WMC	1"=100'

POTENTIAL FOR COMPATIBILITY BETWEEN USES

The proposed change of zoning from HD/MU to HC/LI will be compatible with surrounding uses at this site. Existing uses are numerous in the area where properties facing Gulf Beach Highway have commercial uses while rear adjoining parcels are zoned for high density residential uses. These adjacent uses have been in place since prior to Escambia county adopting zoning ordinances in the late 1980s.

The Escambia Land Development Code defines Compatibility as:

> ***Compatible.*** A condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition.

The location of the subject parcel and its potential to be compatible with adjacent uses is best measured by the longtime existence of other similarly situated zoned properties in the area that have historically exhibited the same zoning coexistence as is being requested.

Development Services Department
Escambia County, Florida

PLANNING BOARD
REZONING PRE-APPLICATION SUMMARY FORM

35-2S-31-1000-010-079
Property Reference Number

Buddy Page
Name

700 Blk Bremen
Address

☐ Owner ☑ Agent

Referral Form Included? Y / N

MAPS PREPARED

☑ Zoning
☑ FLU
☐ Aerial
☑ Other:_____

PROPERTY INFORMATION

Current Zoning: HDMU Size of Property: .70 +/-
Future Land Use: MU U Commissioner District: 2
Overlay/AIPD: AIPD 2 Subdivision:_____
Sanitary Sewer____ Septic Tank____
Redevelopment Area*: Warrington

*For more info please contact the CRA at 595-3217 prior to application submittal.

COMMENTS

Desired Zoning: HC/LI

Is Locational Criteria applicable? yes If so, is a compatibility analysis required? yes

Applicant wants to have a storage container sales business. There is a second parcel with separate parcel #, same owner - want both rezoned. Suggested 2 separate applications 2nd parcel fronts Only Bch Hwy (2400 Gulf Beach Hwy). The parcel addressed off Bremen will not meet locational criteria + may be problematic to rezone meeting LDC requirements.

☐ Applicant will contact staff for next appointment
☐ Applicant decided against rezoning property
☐ Applicant was referred to another process
☐ BOA ☐ DRC ☐ Other:_____
Process Name

Staff present: A Lindsay Date: 1/28/19

Applicant/Agent Name & Signature: B Page 1-28-19

No comment made by any persons associated with the County during any pre-application conference or discussion shall be considered eiter as approval or rejection of the proposed development, development plans, and/or outcome of any process.

3363 West Park Place Pensacola, FL 32505
(850) 595-3475 * FAX: (850) 595-3481

1903918PPB 04/25/2019 10:21 AM

2400 GULF BEACH HWY

Applicant:
Professional Growth Management Services
Buddy Page

Permit Type

Type	Fee
Rezoning Request	$1,275.50
Total	$1,275.50

Payments

Payment ID	Payment Date	Payment Type	Description	Ref. Number	Amount
				Total	$0.00

Discount Total	($0.00)
Payment Amount	$0.00
Balance Due	$0.00

THIS IS NOT A PERMIT. This receipt does not authorize you to begin construction of your project.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 5/7/2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-06

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: June Baird Guerra

*Address: 23 Arthur Lane *City, State, Zip: 32503

Pensacola, FL

Email Address: junebguerra Phone: 850 712 8538

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16213 **Growth Management Report 12. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 06/06/2019
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on May 7, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2019-06 and Z-2019-07 were heard by the Planning Board on May 7, 2019. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning case.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This proposed Ordinance was prepared by the Development Services Department in coordination with the County Attorney's Office, and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2019-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2019-06**
Address:	23 Arthur Lane
Property Reference No.:	36-1S-30-9002-011-028
Property Size:	1.01(+/-) acres
From:	HDMU, High Density Mixed use district (25 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Overlay District:	Oakfield Redevelopment

Case No.:	***Z-2019-07***
Address:	2400 Gulf Beach Hwy
Property Reference No.:	35-2S-31-1000-018-071
Property Size:	0.79(+/-) acres
From:	HDMU, High Density Mixed use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial Light Industrial district. prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Overlay District:	Warrington Redevelopment

DRAFT

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16239 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 06/06/2019
Issue: Action Item - Concerning the Issuance of a 14-Day Consecutive Temporary Concrete Crushing Permit for American Concrete Supply, Inc.
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Issuance of a 14-day Consecutive Temporary Concrete Permit for the Crushing and/or Pulverizing of Excess Concrete Located and Generated at an Existing Concrete Batch Plant Known as American Concrete Supply, Inc.

That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a 14-day temporary concrete crushing permit for American Concrete Supply, Inc., for the next 45 days to allow for the crushing and/or pulverizing of its own aggregate material on site.

BACKGROUND:

In 2018, a request was made by American Concrete Supply, Inc., for a 14-day consecutive temporary concrete crushing permit for the crushing and/or pulverizing of material at its Quintette Plant. On March 15, 2018, the Board of County Commissioners (BCC) approved the issuance of the 14-day temporary permit to allow for the crushing of its own aggregate material on site.

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

American Concrete Supply, Inc. Temp Concrete Crushing Permit Request

---

ROBERT WARD PE

Commissioner Steven Barry

221 Palafox Place, Ste. 400

Pensacola, FL 32502

May 16, 2019

Re: American Concrete Supply, Inc.

Dear Commissioner Barry,

On behalf of American Concrete Supply, Inc. and Mr. C.R. Campbell, I have submitted a request for another 14 day Temporary Concrete Crushing Permit for the Cantonment plant located on Quintette Road. This request was submitted to Mr. Horace Jones who stated that I need to also submit this request to you as the commissioner for the district where the plant is located since this action has to come from the respective commissioner. The actual crushing will be performed by a mobile State permitted crusher and we are dependent upon his schedule as to the activation time on the permit. The estimated time is late May or early June.

We are required to notify County staff two days prior to the commencement of crushing to allow staff enough time to inspect the site. All site conditions and operational procedures are the same as the previous permit issued in 2018 and the site data has been submitted to Mr. Jones.

Please review this request for favorable BCC action and if additional information is needed please let me know.

Sincerely,

Bob Ward

9909 N. Cove Ave.
Pensacola, FL 32534
robertward.eng@gmail.com (850)698-0143

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16263 **Growth Management Report** **12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 06/06/2019
Issue: Action Item - Concerning the Issuance of a 14-Day Consecutive Temporary Concrete Crushing Permit for Ready Mix USA, LLC.
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:
Recommendation Concerning the Issuance of a 14-day Consecutive Temporary Concrete Permit for the Crushing and/or Pulverizing of Excess Concrete Located and Generated at an Existing Concrete Batch Plant Known as Ready Mix USA, LLC

That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a 14-day temporary concrete crushing permit for Ready Mix USA, LLC, for the next 45 days to allow for the crushing and/or pulverizing of its own aggregate material on site.

BACKGROUND:
In 2018, a request was made by Ready Mix USA, LLC for a 14-day consecutive temporary concrete crushing permit for the crushing and/or pulverizing of material at its Hwy 95A South plant. On March 15, 2018, the BCC approved the issuance of the 14-day temporary permit to allow for the crushing of its own aggregate material on site.

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

Ready Mix USA Temp Concrete Crushing Permit Request

CORNERSTONE
ENGINEERING SERVICES, LLC

P. O. Box 6371 ● Pensacola, Florida 32503 ● Cornerstone-engineers.com ● (850) 434-7727 ● Fax (866) 391-1012

May 27, 2019

district5@myescambia.com

Commissioner Steven Barry

Re: Temporary Crushing
Ready Mix USA
Roberts Road

Dear Mr. Jones,

On behalf of Ready Mix USA (RMUSA), I am submitted this request for a 14 day Temporary Concrete Crushing Permit for the Roberts Road site. This site crushed concrete with a 14 day Temporary Permit in 2018 and anticipates that crushing will be required in 2019 around October/November. Per Mr. Horace Jones recommendation, I am submitting this request now because the Board of County Commissioners will be processing other request in the near future.

As required by the permit, RMUSA will provide the County staff the required notification prior to a 3rd party crushing at the Robert Road site.

Please review this request with the BCC and if you additional information is needed please contact me at (850) 434-7727 or mlong@cornerstone-engineers.com

Sincerely,

Michael G. Long

Michael G. Long, P.E.
Consulting Engineer
mlong@cornerstone-engineers.com

c – Horace Jones, HLJONES@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16149 **Growth Management Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 06/06/2019
Issue: Scheduling of Public Hearings
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

June 20, 2019
9:15 a.m. - A Public Hearing -Bellview Site Contractors, Inc. Permit Renewal

Summary: Recycling facility Permit Renewal for Bellview Site Contractors, Inc. Concrete & Asphalt Recycling Facility

July 18, 2019
9:15 a.m. - A Public hearing - Small Scale Map Amendment 2019-01 - 40 E Hope St.

Summary: A small-scale amendment to the future land use (FLU) map to change the FLU category of a 3.09 (+/-) acre parcel from Industrial (I) to Mixed Use Urban (MU-U).

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16206 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/06/2019
Issue: Noise Waiver for the Louie's Tavern Bream Tournament
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Noise Waiver of the Escambia County Noise Abatement Ordinance for Louie's Tavern Bream Tournament - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the Louie's Tavern Bream Tournament, to include a live band, being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, June 8, 2019, from 4:00 p.m., to 11:59 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III, Noise) was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escmabia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July 23, 2013 the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has the authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the equak protection clause, so long as the division created is rationally related to a legitimate government objective. Again, on January 16, 204 the BCC of

Escambia County adopted Escambia County Ordinance number 2014-5 defining the core are of Santa Rosa Island and providing two different noise regulation standards fot the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available inforamtion to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption. Upon Board approval, the Escambia County Sherriff's Office and the Fire Prevention Division of Fire Rescue will be notified of the issuance of this waiver.

Attachments

Application

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number: 1905115005E	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Louie's	**Phone Number:** 850 754 0438	
Owner's Name: John Romaker	**Phone Number:** 850 476-7702	
Owner's Address: 271 Molino Rd		
City: Molino	**State:** FL	**Zip Code:** 32577
Job Address: 271 Molino Rd		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: 6/8/2019	***Description of Activity:*** Louie's Bream Tournament Band playing outside
Beginning Time: 4:00 pm. ***Ending Time:*** 11:59 pm	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 5/20/2019
Applicant Signature: John Romaker	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16166 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/06/2019
Issue: Noise Waiver for the Five Flags Speedway Fireworks Display
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Noise Waiver of the Escambia County Noise Abatement Ordinance for the Five Flags Speedway Fireworks Display - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the Fireworks Display presented by Five Flags Speedway, located at 7451 Pine Forest Road, Pensacola, Florida, 32526, on June 21, 2019, from 8:00 p.m., to 9:00 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption. Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of this waiver.

Attachments

Application

Site Map

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	19051084 2 SE
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: Five Flags Speedway-7451 Pine Forest Rd, Penscola FL 32526		Lot or Apt. Number:

Limited Waiver Section Only

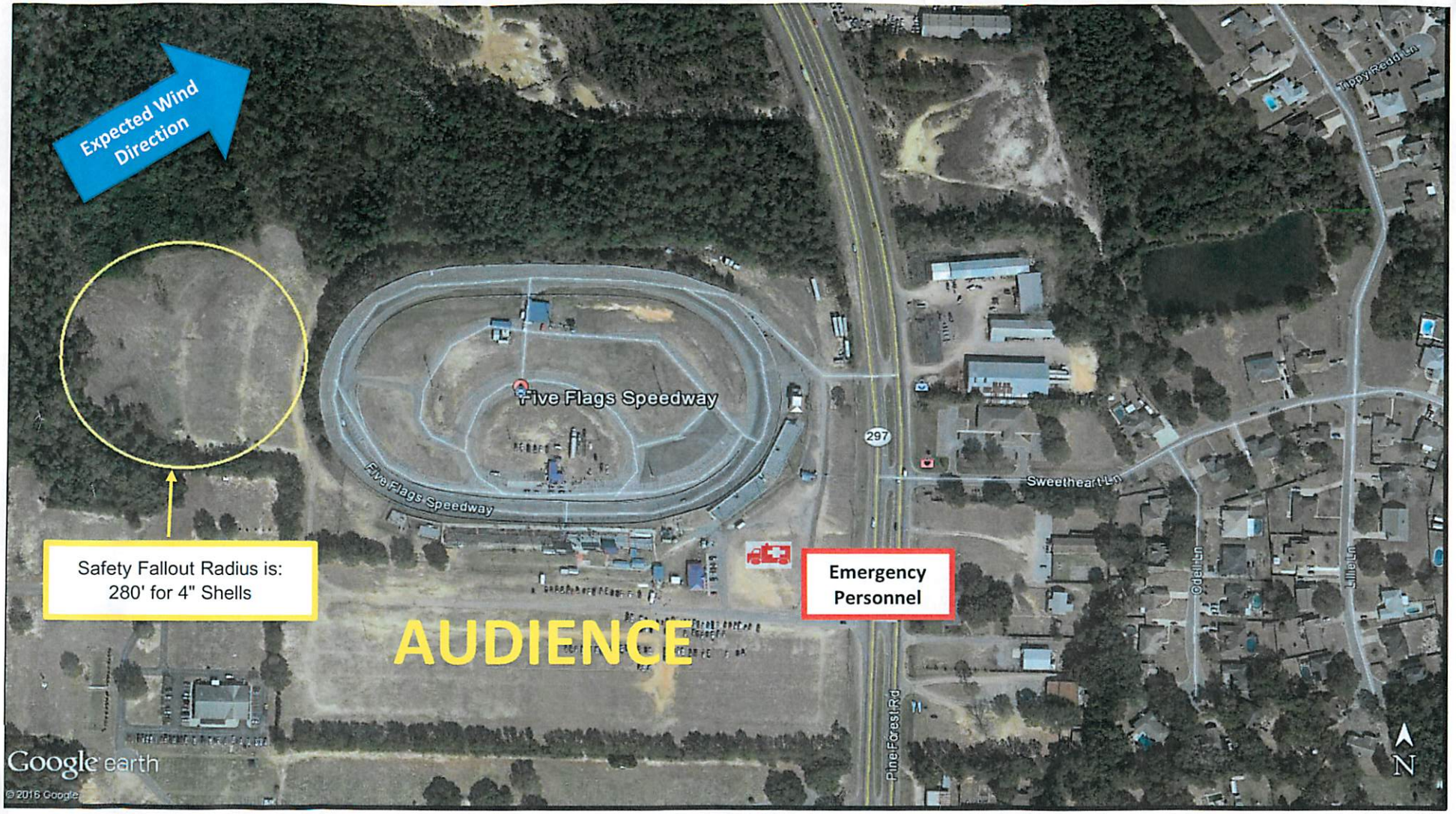
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	*Description of Activity:*
June 21, 2019	Fireworks display at Five Flags Speedway 7451 Pine Forest Road, Pensacola FL 32526. Bryant Motorsports, LLC DBA Five Flags Speedway.
Beginning Time: 8:00PM	*Ending Time:* 9:00PM

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 5/8/2019
Applicant Signature:	



CELEBRATING 50 YEARS
PYRO SHOWS
1969 - 2019

Customer: Bryant Motorsports, LLC DBA Five Flags Speedway
Show Date: Friday, June 21, 2019
Show Address: Five Flags Speedway-7451 Pine Forest Road, Pensacola, FL 32526
Show Site Lat / Long: N/A
Show Time: 8:00 PM
Rain Date: TBD

Show Name: Five Flags Speedway 6-21-2019
Maximum Shell Size: 4"
Safety Fallout Radius: 280'
Storage Required: No
Diagram Created: 02/26/19
Diagram Created By: JDS/sb

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16209 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/06/2019
Issue: Noise Waiver for Nature Trail HOA Fireworks Display
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Noise Waiver of the Escambia County Noise Abatement Ordinance for the Nature Trail Homeowners Association Fireworks Display - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the Nature Trail Homeowners Association (HOA) Fireworks Display being held at 8775 Foxtail Loop, Pensacola, Florida, on Saturday, June 29, 2019, from 8:45 p.m., to 9:00 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III, Noise) was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escmabia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July 23, 2013 the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has the authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the equak protection clause, so long as the division created is rationally related to a legitimate government objective. Again, on January 16, 204 the BCC of

Escambia County adopted Escambia County Ordinance number 2014-5 defining the core are of Santa Rosa Island and providing two different noise regulation standards fot the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available inforamtion to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption. Upon Board approval, the Escambia County Sherriff's Office and the Fire Prevention Division of Fire Rescue will be notified of the issuance of this waiver.

Attachments

Application

Site Map

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	1905115536SE
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: 8775 Foxtail Loop, Penscola FL 32526		Lot or Apt. Number:

Limited Waiver Section Only

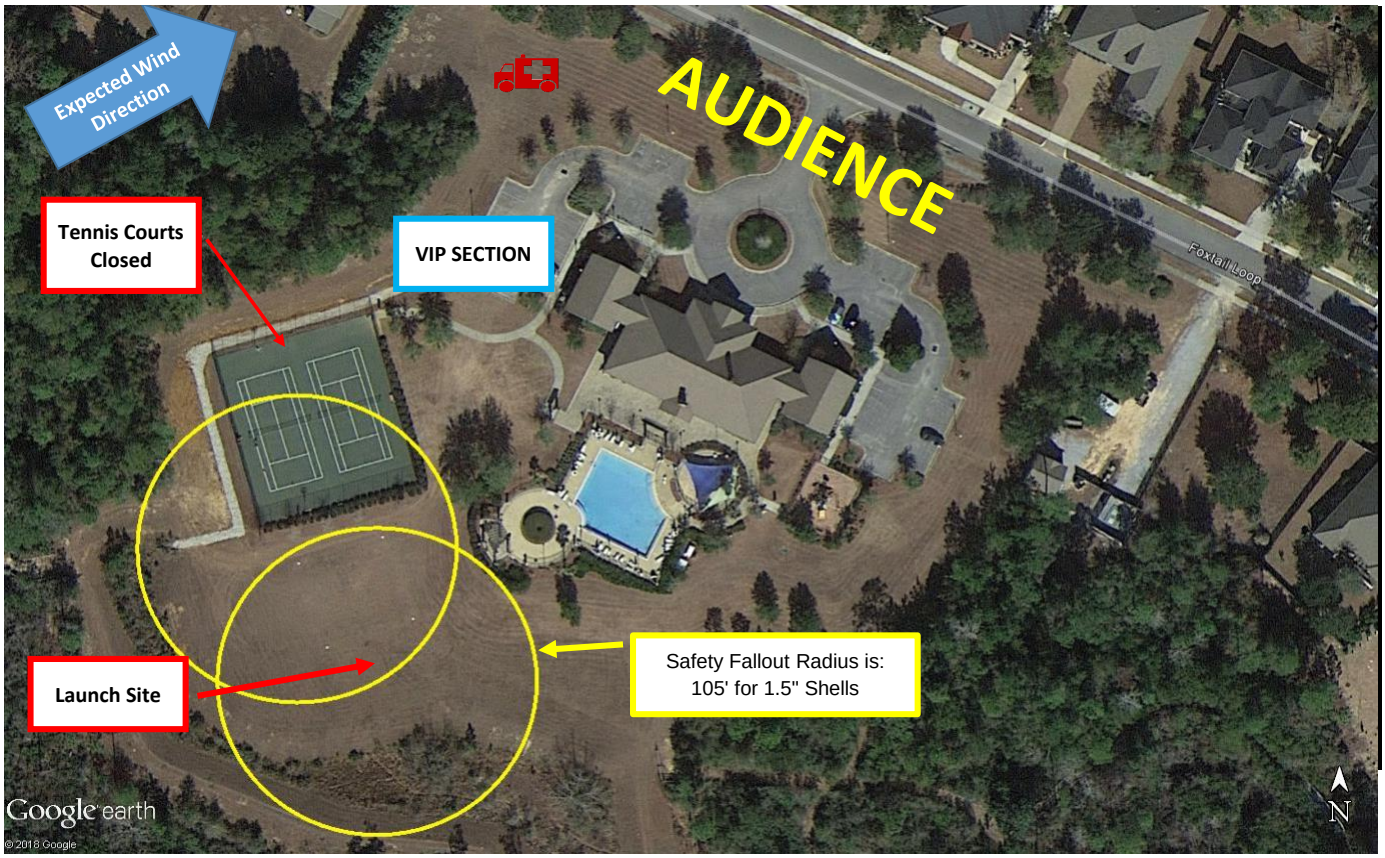
Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity: June 29, 2019	*Description of Activity:* Fireworks display for Nature Trail HOA at 8775 Foxtail Loop, Pensacola, FL 32526
Beginning Time: 8:45PM / *Ending Time:* 9:00PM	

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 5/20/2019
Applicant Signature: Lansden E Hill, Jr.	



Customer: Nature Trail Homeowners Association, Inc.
Show Date: Saturday, June 29, 2019
Show Address: 8775 Foxtail Loop, Pensacola, FL 32526
Show Site Lat / Long: N/A
Show Time: 8:45 PM
Rain Date: TBD

Show Name: IDC
Maximum Shell Size:
#N/A
Storage Required: No
Diagram Created: 05/06/19
Diagram Created By: JDS/sb

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16210 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/06/2019
Issue: Noise Waiver for the Pensacola Beach Chamber of Commerce 4th of July Fireworks Display
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the 4th of July Fireworks Displays presented by Pensacola Beach Chamber of Commerce - Tim Tolbert, Building Official/Department Director

That the Board approve the following individual "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance regarding Pensacola Beach, allowing the number of sound decibels to exceed 70 dbA (sound level measured by taking four sound readings over a continuous 15 minute period, with the four readings taken at approximately equal intervals at or within the property boundary of the receiving land use) for the Pensacola Beach Chamber of Commerce 4th of July Fireworks Display to be launched from a barge off Quietwater Beach on July 4, 2019, from 8:30 p.m., to 9:00 p.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July, 23,

2013, the BCC adopted Escambia County Ordinance Number 2013-31, stating that the County has authority to regulate within its jurisdiction unreasonably loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards within Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC of Escambia County adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for each exemption approved in this recommendation. Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of each waiver.

Attachments

Application

Site Map

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	19051153OSE
Building Permit Number:	
Approved By:	Date:

Applicant: Pyro Shows, Inc.		Phone Number: 800-662-1331
Owner's Name: Lansden E Hill, Jr.		Phone Number: 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	State: TN	Zip Code: 37766
Job Address: 400 Quietwater Beach Road, Pensacola Beach, FL		Lot or Apt. Number:

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	*Description of Activity:*
July 4, 2019	Fireworks display @ 400 Quietwater Beach Road, Pensacola Beach, FL Pensacola Beach Chamber of Commerce - IDC
Beginning Time: 8:30PM	*Ending Time:* 9:00PM

Remarks or Comments:

Driving Directions:

Escrow Account Number:	*Date:* 5/20/2019
Applicant Signature: Jansden E Hill	



Customer: Pensacola Beach Chamber of Commerce
Show Date: Thursday, July 4, 2019
Show Address: 400 Quietwater Beach Rd, Pensacola Beach, FL 32561
Show Site Lat / Long: 30*20'17.72" N 87*08'23.21" W
Show Time: 8:30 PM
Rain Date: July 5, 2019

Show Name: Independence Day
Maximum Shell Size: 10"
Safety Fallout Radius: 700'
Storage Required: No
Diagram Created: 02/27/19
Diagram Created By: JDS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16180 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/06/2019
Issue: 2019 National Assocation of Counties Annual Conference Voting Credentials Form
From: MATTHEW COUGHLIN, Asst County Administrator
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2019 National Association of Counties Annual Conference Voting Credentials Form - Matt Coughlin, Interim County Administrator

That the Board take the following action concerning the 2019 National Association of Counties (NACo) Annual Conference, July 12-16, 2019, in Clark County, Nevada:

A. Designate Commissioner Lumon J. May, as Escambia County's delegate, and Commissioner Robert Bender, as Escambia County's Alternate delegate; and

B. Authorize the Chairman to sign the 2019 NACo Voting Credentials Form and return it to Lauren Wilson, Credentials Committee, National Association of Counties, by June 28, 2019.

BACKGROUND:

The National Association of Counties (NACo) strengthens America's counties, including nearly 40,000 county elected officials and 3.6 million county employees. Founded in 1935, NACo unites county officials to: Advocate for county government priorities in federal policymaking; Promote exemplary county policies and practices; Nurture leadership skills and expand knowledge networks; Optimize county and taxpayer resources and cost savings, and Enrich the public's understanding of county government.

BUDGETARY IMPACT:

Funding for the Boards' travel including the National Association of Counties (NACo) Annual Conference was budgeted in FY 2018/2019 Budget. (Travel expenses will be paid from the travelers Cost Center/Object Code.)

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy, Section 1, Part 4(a), requires Commission approval for out of County travel by Commissioners, County Administrator, and the County Attorney.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will mail and email the 2019 NACo Annual Conference Voting Credentials to NACo.

Attachments

2019 NACo Voting Credentials

NATIONAL ASSOCIATION of COUNTIES NACo

MEMORANDUM

ELECTION OF NACo OFFICERS AND VOTING ON POLICY

To: County Board Chairpersons, Parish Presidents, Borough Mayors, County Judges, Elected County Executives and County Clerks
From: Greg Cox, NACo President
Date: May 16, 2019
Subject: Voting Credentials – 2019 Annual Conference

NACo is preparing for the 84th Annual Conference to be held July 12-16, 2019, in Clark County, Nev. It is important that your county participates in the association's annual election of officers and voting on policy. **In order to participate, a county must have paid its membership dues and have one paid registrant for the conference, according to NACo bylaws.**

Please read the enclosed information carefully. Indicate on the credentials form the name of the county voting delegate and alternate authorized to pick up your county's voting materials.

A checklist is enclosed to assist you in filling out the voting credentials form. Additionally, **the chief elected official of your county must sign the form**. A chief elected official may be a:

- board chair/president
- mayor
- county judge
- **elected** county executive

Please fill out this form in advance and scan and e-mail, mail or fax the enclosed form by ***FRIDAY, JUNE 28.***

If no one from your county is planning to register for the conference, you do not have to turn in the credentials form.

Email: credentials@naco.org

Mail: Credentials Committee
Attn: Lauren Wilson
National Association of Counties
660 North Capitol St, NW
Suite 400
Washington, DC 20001

Fax: 866.370.9421

For questions, please contact Lauren Wilson, Credentials Committee Liaison, at *credentials@naco.org* or 888.407.NACo (6226), direct line: 202.661.8840. We look forward to seeing you in Clark County.

NATIONAL ASSOCIATION of COUNTIES NACo®

2019 CREDENTIALS VOTING FORM

Please complete and **RETURN FORM BY JUNE 28, 2019** to:

Credentials Committee / NACo
Attn: Lauren Wilson
660 North Capitol St, NW,
Suite 400
Washington, DC 20001

You may also scan and e-mail this form to **credentials@naco.org**, fax to **866.370.9421** or have the voting delegate(s) carry it with him/her to the NACo Annual Conference and present it at the Credentials Desk.

If you do not plan on registering for the 2019 Annual Conference, **there is no need to fill out and return this form.** Your county/parish/borough **MUST** have at least one paid conference registration to be able to vote.

By signing this form you are declaring that you and the other conference attendees from your county have agreed that you are the voting delegate for your county.

If your ballot is not picked up at the 2019 Annual Conference the President of your State Association will pick up and cast your county's votes unless you check the box below.

☐ If my ballot is not picked up, **I DO NOT AUTHORIZE** my state association to pick up or cast my county's vote. I understand that my county's votes will NOT be cast if I select this option.

PLEASE TYPE OR PRINT IN BLOCK LETTERS.

County / Parish / Borough: ESCAMBIA COUNTY

State: FL

Name your county / parish /borough's delegate (s)

Designated County Delegate

First Name: LUMON

Last Name: MAY

Job Title / Description: COUNTY COMMISSIONER DIST 3

County Alternate

First Name: ROBERT

Last Name: BENDER

Job Title / Description: COUNTY COMMISSIONE DIST 4

Please note: This form must be signed by the CHIEF ELECTED OFFICIAL from your county.
Submissions without an appropriate signature will not be accepted

Signature of Chief Elected Official
(Board President / Chair / elected County Executive / Judge / Mayor)

Date: 6/6/18

Cell Number

LUMON MAY
Print Name

CHAIRMAN, County Commissioner, DIST 3
Title

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16198 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/06/2019
Issue: Community Redevelopment Agency Meeting Minutes, May 2, 2019
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Community Redevelopment Agency Meeting Minutes, May 2, 2019 - Tonya Green, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the May 2, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:
On May 2, 2019 the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:
No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:
Legal consideration is not necessary for this recommendation.

PERSONNEL:
Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:
It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMinutes_May22019

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
May 2, 2019
9:00 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:	Lumon May, Commissioner, District 3 - Chairman
	Jeff Bergosh, Commissioner, District 1
	Doug Underhill, Commissioner, District 2
	Robert Bender, Commissioner, District 4
	Steven Barry, Commissioner, District 5
Staff Present:	Alison Rogers, County Attorney
	Amy Lovoy, Interim County Administrator
	Tonya Green, Department Director
	Clara Long, Division Manager
	Melanie Johnson, Administrative Assistant

Call to Order. 9:01 a.m.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, May 2, 2019 - Tonya Green, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the May 2, 2019, 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 Residential Rehab Grant Program Funding and Lien Agreements – Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following two Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and James B. and Jill S. Amos, owners of residential property located at 9016 Chemstrand Road, Ensley Redevelopment District, each in the amount of $4,347 representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows and storm shutters;

2. The Agreements between Escambia County CRA and Sharon Walker Edwards, owner of residential property located at 201 Bryant Road, Warrington Redevelopment District, each in the amount of $5,022 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 5 Steven Barry

Vote: 5 - 0

IV. Discussion/Information Items

Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16168 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/06/2019
Issue: CareerSource Escarosa Board Appointment
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointment to the CareerSource Escarosa Board of Directors - Tonya Green, Neighborhood & Human Services Director

That the Board confirm the appointment of Michael Listau, Department Head, Applied Technology & Professional Services, Pensacola State College, to the CareerSource Escarosa Board of Directors, as Education and Training representative replacing Dr. Erin Spicer, Pensacola State College, who has resigned.

In accordance with the CareerSource Escarosa By-Laws, there is a "no expiration" term for non-private sector representatives to the Board of Directors. The date of the appointment shall begin immediately upon approval by the Board.

BACKGROUND:

In accordance with the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, the local workforce board is required to have an Education and Training Provider - Institution of Higher Education representative on the board of directors.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128.

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated with the Neighborhood & Human Services Department in the submission of this request.

Attachments

Listau Appointment

CareerSource ESCAROSA

Steve Rhodes
Board Chairman

Sheryl Rehberg
Chief Executive Officer

May 13, 2019

Tonya Green, Director
Neighborhood & Human Services
Escambia County Board of Commissioners
221 Palafox Place
Pensacola, FL 32502

Dear Ms. Green:

In accordance with the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, we are required to have an Education and Training Provider – Institution of Higher Education (ETPC) representative on our Board.

Enclosed is a letter from Dr. Edward Meadows notifying us that Michael Listau, Department Head, Applied Technology & Professional Services at Pensacola State College, will replace Dr. Erin Spicer who represents ETPC on the CareerSource Escarosa Board of Directors.

I am requesting your assistance with having the Escambia County Board of Commissioners review and accept Mr. Listau's appointment to the CareerSource Escarosa Board of Directors.

You will also find enclosed Mr. Listau's Board Membership Profile Sheet and his resume. Please let me know if you have questions or require additional information.

Thank you for assisting us with CareerSource Escarosa Board membership requirements.

Sincerely,

Sheryl Rehberg
Chief Executive Officer

SH/js

Enclosures

PENSACOLA STATE COLLEGE

Office of the President

Pensacola State College
1000 College Boulevard
Pensacola, FL 32504-8998

850-484-1700
Fax 850-484-1840

www.pensacolastate.edu

May 3, 2019

Ms. Sheryl Rehberg, CEO
CareerSource Escarosa
3670-2A North L Street
Pensacola, FL 32505

Dear Ms. Rehberg:

This letter is notification that Mr. Michael Listau will replace Dr. Erin Spicer as Pensacola State College's representative on the CareerSource Escarosa Board of Directors. Mr. Listua is the department head in our Applied Technology and Professional Services Department. You may reach him at 850-484-2586 or mlistau@pensacolastate.edu.

Mr. Listau looks forward to serving on the Board.

Sincerely,

Edward Meadows
President

c: Michael Listau

05.08.19

WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
BOARD MEMBERSHIP PROFILE

TYPE OF BUSINESS (Check all that apply):
____ Government
__X__ Education and Training
____ Community-Based Organization
____ Labor Organization/Management

Name: Michael Listau
Business Name: Pensacola State College
Address: 1000 College Blvd. Bldg. 96 Room 9612
Pensacola, FL 32504

Title: Department Head, Applied Technology & Professional Services

Phone No.: 850-484-2586
FAX No.:
E-Mail Address: mlistau@pensacolastate.edu
Cell Phone No.: 850-346-5718

Home Address: 10487 millbrook drive
Pensacola, FL 32534

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER:	RACE:		VETERAN:	AGE:	DISABLED:
__X__ Male	____ Black	__X__ White	____ Yes	__X__ < 55	____ Yes
	____ Asian	____ Ameri. Indian			
____ Female	____ Hispanic	____ Other	__X__ No	____ 55 OR >	__X__ No

Community Organization Memberships
Volunteer Mentor Big Brothers Big Sisters of Northwest Florida

Board Memberships

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.
Identify local workforce needs through collaboration with community agencies to improve courses and programs offered to the community at Pensacola State College

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes __X__ No ____

Please attach a copy of your resume' to this form.

Michael W. Listau

1000 College Blvd Bldg. 96 Room 9612
Pensacola, FL 32504
Phone: 850-484-2586
Email: mlistau@pensacolastate.edu

EDUCATION

2016 – 2017 **University of Florida- Gainesville, FL**
M.Ed. Student Personnel in Higher Education- December 2017

2014 – 2015 **Pensacola State College – Pensacola, FL**
Educator Preparation Institute- May 2015
Awarded Program Scholar

2010 – 2012 **University of Wisconsin Oshkosh – Oshkosh, WI**
B.A.S. Leadership and Organization Studies- August 2012
Graduated with Honors

2006 – 2010 **Fox Valley Technical College – Appleton, WI**
A.A.S. Mechanical Design – August 2010
Technical Certificate Residential Building Construction- August 2007
Graduated with Honors

PROFESSIONAL EXPERIENCE

Pensacola State College **September 2018- Present**
Department Head, Applied Technology & Professional Services

- Develop, supervise, and assess classes, programs, and workshops related to workforce education
- Supervise, evaluate, and provide training to 12 full-time faculty and 44 adjunct faculty within the department
- Identify local workforce needs through collaboration with community agencies to improve courses/programs
- Manage course planning and develop course scheduling each semester
- Responsible for implementing college policy and rules within the department
- Prepare and manage department budget including equipment, personnel and program costs
- Advise students and ensure department level availability throughout the year
- Respond to student concerns and attempt to resolve those concerns before submission to the College Dean
- Represent administration to faculty and faculty to administration
- Work with individual faculty members to develop and implement plans for teaching, research/creative work, and service

Pensacola State College **June 2016- September 2018**
Coordinator, Continuing Education

- Developed, supervised, and evaluated classes, programs, and workshops for the community, including recreation and leisure, court mandated, and contract courses
- Recruited, hired, and evaluated approximately 150 adjunct faculty instructors
- Prepared and managed department budget of over $500,000

Michael W. Listau

1000 College Blvd Bldg. 96 Room 9612
Pensacola, FL 32504
Phone: 850-484-2586
Email: mlistau@pensacolastate.edu

- Supervised central office staff, including two full-time College employees, Kelly Services employees, and work study students
- Managed course planning and course scheduling each semester
- Assess local community needs and implement new courses as needed such as Small Engine Repair
- Directed and implemented marketing plan for Continuing Education courses
- Developed and lead professional development training for adjunct faculty
- Resolved and found solutions to student, parent, and community member complaints
- Coordinated and supervised Kid's (summer) College program for over 400 6-12-year-old students supervising 30 instructors and offering over 150 classes
- Actively worked to recruit new students for Continuing Education programs and collaborated with local community centers to offer Continuing Education courses
- Created and execute assessment plans for the department
- Worked collaboratively with departments across campus to support College mission

Pensacola State College **August 2015- June 2016**
Coordinator, Student Leadership and Activities

- Provided oversight for delivering quality co-curricular programs and services for students of Pensacola State College
- Monitored, advised, and assisted student organizations with membership, activity planning, and execution of activities, including leadership retreats and Student Government support
- Developed and coordinated a comprehensive program of educational, social, and cultural events for the student body that encouraged and promoted student engagement in campus activities to improve student retention and success via social integration opportunities
- Assisted with planning special campus events such as Graduation, Welcome Week, and Pirate Fest
- Coordinated College-wide efforts for volunteering and service learning

West Florida High School of Advanced Technology **April 2015-May 2015**
Field Experience-Student Teacher

- Developed and implemented creative lesson plans introducing concepts connected to Florida Student Performance Standards
- Instructed 9th grade students enrolled in Introduction to Information Technology course
- Organized and developed cooperative learning activities used in conjunction with lessons
- Observed class and assisted teacher with classroom management of 22 of students
- Utilized multiple teaching methods that included visual, tactical, and technology resources to reinforce or simplify complex concepts
- Provided individualized instruction to students
- Adapted lessons and solved problems as they occurred throughout instruction

Michael W. Listau

1000 College Blvd Bldg. 96 Room 9612
Pensacola, FL 32504
Phone: 850-484-2586
Email: mlistau@pensacolastate.edu

Pensacola State College **November 2013-August 2015**

AmeriCorps VISTA- Volunteers in Service to America

- Advised student clubs & organizations focused on service and community engagement including Volunteer Activities Board (VAB) and Students Alive
- Worked with local government, non-profit organizations and businesses to create partnerships and implement civic and community engagement activities as an institutional priority
- Created, organized, and coordinated student volunteer activities to meet greater Pensacola community needs through cultivating supportive academic environments and promotion of service learning opportunities
- Increased community partnerships between non-profit organizations and the College
- Recruited and mentored current students to assist with volunteer activities and on-campus events to promote civic engagement and leadership development
- Served as a liaison between Student Affairs and Academic Affairs in relation to service learning initiatives

SELECTED MEMBERSHIPS AND PRESENTATIONS

- Association of Florida Colleges
  - Pensacola State College Chapter, Local Chapter President (January 2019-Present)
  - Member, Student Development Commission (September 2016- Present)
  - Member, Workforce, Adult and Continuing Education Commission (September 2016- Present)
- Presidents Leadership Institute, Pensacola State College
  - Selected as participant (Class of 2018)

RELATED SKILLS & VOLUNTEER EXPERIENCE

- Trained in various design software including: AutoCAD, CATIA, SolidWorks, & Autodesk Inventor
- Proficient in Microsoft Office applications (Outlook, Word, Excel, PowerPoint)
- Advisor Pensacola State College Rotaract Club (August 2015-Present)
- Volunteer Mentor Big Brothers Big Sisters of Northwest Florida (June 2015-Present)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16234 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/06/2019
Issue: Request for Disposition of Property for the Neighborhood Enterprise Division
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Request for Disposition of Property for the Neighborhood Enterprise Division - Tonya Green, Neighborhood & Human Services Department

That the Board approve the Request for Disposition of Property Form for the Neighborhood Enterprise Division for equipment described on the Disposition Form to be auctioned as surplus or disposed of properly.

BACKGROUND:
Equipment purchased under a grant in 2007 and located at Opening Doors Northwest Florida, Inc. has fully depreciated and should be disposed in accordance with County guidelines.

BUDGETARY IMPACT:
Not applicable to this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:
Not applicable to this recommendation.

PERSONNEL:
Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:
This recommendation is in compliance with County policy for Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Not applicable to this recommendation.

Attachments

Copier Req for Disposition of Property

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: NHS/Neighborhood Enterprise COST CENTER NO: 220426

Meredith Reeves DATE: 5/17/19

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Meredith Reeves Digitally signed by Meredith Reeves Date: 2019.05.17 12:33:48 -05'00' Phone No: 595-4968

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56063	Sharp Copier	7E201565	2300N	2007	Poor

Disposal Comments: Copier bought under 2007 grant and located at Opening Doors (f/k/a EscaRosa Coalition on the Homeless); may could be repaired with new drum

INFORMATION TECHNOLOGY (IT Technician): N/A

Print Name

Conditions: X 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): Tonya Green

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 6/6/19

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-16212 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/06/2019
Issue: Request for Disposition of Property
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Corrections Department - William R. Powell, Director of Corrections

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

BACKGROUND:
Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The property listed on the attached Request for Disposition of Property has been checked and declared to be of no further use to the County. The items no longer function properly and for this reason, approval of disposition is being requested.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, s, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Once approved, the department will coordinate the disposal of the items listed.

Attachments

Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Corrections COST CENTER NO: 290406 and 290401

Whitney C. Lucas DATE: 05/21/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Whitney C. Lucas Phone No: 850-595-3114

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	61481	36" Range with 6 Burners	14H96058	Southbend 4361D	08/25/2014	Poor
N	61593	Cutter/Mixer Vertical	3480113413B05	NA	NA	Poor
N	61639	Good Cutter Electric	09123369	NA	NA	Poor

Disposal Comments: These items are no longer operable

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 5-21-19

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): Chief Wm. Rich Powell

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: 06/06/2019

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16189 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/06/2019
Issue: Right of Entry License Agreement with UWF for Environmental Monitoring of UWF Property on Pensacola Beach
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Right of Entry License Agreement with the University of West Florida for Environmental Monitoring of University of West Florida Property on Pensacola Beach - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Right of Entry License Agreement with the University of West Florida (UWF), allowing for the temporary right to enter onto UWF property for the purpose of monitoring sea turtle activity and nesting along the Gulf of Mexico, to be effective once executed by both parties.

[Funding Source: N/A - sea turtle monitoring on the UWF property will be conducted utilizing existing staff and volunteers]

BACKGROUND:

Sea turtle monitoring on Pensacola Beach has been historically performed under the supervision of Gulf Islands National Seashore (GUIS) staff. GUIS is only working on federally-owned property in 2019. Natural Resources Management Staff is currently managing volunteers to perform required sea turtle monitoring within Pensacola Beach and, through this Right of Entry agreement with UWF, would also patrol an additional mile of gulf-front beach. These monitoring activities would assure that sea turtle nesting data for Escambia County is fully reported and maximizes the opportunity for successful nesting to occur.

BUDGETARY IMPACT:

N/A - Staffing to perform the monitoring will be through existing Department of Natural Resources Management volunteers.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Right of Entry Licence Agreement has been approved as to form and legal sufficiency by Steve West, Senior Assistant County Attorney.

PERSONNEL:

No additional impact on personnel associated with this Recomendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Goal COA2.1.

IMPLEMENTATION/COORDINATION:

Department of Natural Resouces Management staff will coordinate with Florida Fish and Wildlife Conservation Commission and UWF to implement sea turtle monitoring program expansion onto UWF-controlled property.

Attachments

UWF Right of Entry PNS Beach

Right of Entry License Agreement

This Right of Entry License Agreement ("Agreement") is entered into the date last signed below by and between the University of West Florida, acting for and on behalf of the University of West Florida Board of Trustees, a public body corporate ("UWF"), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners ("Licensee").

AGREEMENT

1) Right of Entry and Purpose. UWF hereby grants to Licensee and its agents, employees and contractors the temporary right to enter onto the University of West Florida property located on Santa Rosa Island, Property Reference No. 28-2S-26-0900-000-007, for the purpose of monitoring sea turtle activity and nesting along the Gulf of Mexico and for no other purposes. There are no fees associated with this grant of Right of Entry.

2) Term. The term of this Agreement shall begin _____ and continue up to and until either party provides written termination to the other by delivering the termination notice to:

To Escambia County:
Escambia County Administrator
221 Palafox Place
Pensacola, FL 32502

To UWF:

3) Assumption of Risk, Release and Indemnification. As consideration for the Right of Entry License granted herein, Licensee agrees to assume all risk of damage, including damage to UWF property or facilities and injury or death to persons related to Licensee's use, utilization, or occupancy of the UWF property or facilities. Except to the extent caused by the negligence of UWF, Licensee further agrees to release UWF and its officers, employees, and agents from and against all claims, suits, liabilities, costs, damages and expenses in their individual and official capacities arising out of or in connection with: (i) Licensee's use or occupancy of UWF property or facilities, or any activity performed or suffered by Licensee, its agents, its employees, licensees, invitees, contractor's or other persons attending or participating in Licensee's activities in, on or about the UWF property or facilities; or (ii) any loss, injury, death or damage to persons or the licensed area by reason of any negligent act or omission of Licensee or any of its agents, its contractors, its employees, licensees, or invitees and whether such damage(s) or claim(s) shall accrue or be discovered before or after the termination or expiration of this Agreement. Licensee specifically agrees that it shall be responsible for the repair, maintenance and cleanup of any residual damage to the UWF property or facilities resulting from its activities. Licensee shall conduct all of its operations in a safe and workmanlike manner, at its own cost, expense and risk. Licensee agrees to be responsible for its negligent or tortious acts or omissions and agrees to be liable for damages proximately caused by those acts or omissions to the extent set forth in Section 768.28, Florida Statutes. However, no provisions of this Agreement shall be construed, or in any way is intended to be construed, as an indemnity or a waiver of the County's sovereign immunity. The rights afforded to UWF by this section shall survive the revocation, expiration or termination of this agreement.

4) Responsibility. Licensee agrees to assume sole responsibility for the safety and welfare of its agents,

its employees, licensees, invitees, contractor's or other persons attending or participating in Licensee's activities in or about the UWF property or facilities. Licensee agrees to provide funding for the repair of any damage done to UWF property and/or facilities as a result of Licensee's presence promptly, as circumstances permit. In return, UWF agrees that it shall notify Licensee of any damages within forty-five (45) days from the date that Licensee vacates the UWF property and facilities, in order that these claims may be documented and verified. If no report of damages is made according to this process within this timeframe, UWF acknowledges that Licensee may choose to decline any claim as being untimely filed.

5) Insurance. Licensee agrees that it will have in full force and effect during the term of this Agreement, in amounts consistent with industry standards, or as required by law, comprehensive general liability insurance coverage. In the alternative, Licensee may provide evidence satisfactory to UWF of Licensee's self-insurance program.

6) Compliance with Laws and Regulations. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees as may be in force and affect during the term of this Agreement. Licensee agrees to use the UWF property in a safe and careful manner.

7) Dangerous Materials/Weapons. No explosives, fireworks, weapons, firearms, or incendiary materials will be introduced, stored or used on or within UWF property or facilities.

8) Management Rights: It is understood and agreed that UWF reserves the right to control and manage the UWF property and facilities and to apply all necessary and proper caution for the management and operation of the same. UWF employees shall have free access at all times to all areas used by Licensee during the term of this Agreement. UWF reserves the right to approve any and all physical arrangements to ensure that safety and security requirements are met.

9) Modifications. Licensee agrees that it shall make no temporary or permanent modifications to UWF property and/or its facilities or any other UWF campus facilities or grounds without the express written permission of UWF. Payment for permitted modifications shall be negotiated upon approval.

10) Ingress/Egress. All portions of sidewalks, entrances, passages, etc., and access to public utilities and other areas of the UWF property and facilities shall be kept unobstructed by Licensee and shall not be used for any extraordinary purpose.

11) Not Real Property Interest. It is expressly understood that execution of this Agreement does not grant or convey any permanent easement, lease, fee or other interest in any UWF property to Licensee.

12) Governing Law/Venue. This Agreement and all matters relating to it are governed by the laws of the State of Florida. Any provisions in this Agreement in conflict with such laws shall be void and of no effect. Any actions arising out of this Agreement shall be brought exclusively in the state or federal courts located in Escambia County, Florida.

13) Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the matters set forth herein and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. This Agreement supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter of this Agreement. All modifications of this Agreement must be in writing and signed by both parties.

14) Prevailing Party. In any litigation or dispute resolution proceeding brought by either party to enforce the terms of this Agreement, each party shall bear its own attorneys' fees and costs.

15) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of this Agreement goes to the whole of the agreement, this Agreement is unenforceable.

16) Counterparts. This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Having read and understood this Agreement, the Parties have caused this Agreement to be executed by its duly authorized representative as of the date set forth below.

The University of West Florida

By: _____
Ms. Betsy Bowers

Its: Vice President
Division of Finance & Administration

Date: _____

Licensee:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: May 7, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16171 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/06/2019
Issue: Scheduling & Advertising of Two Public Hearings to Designate Atwood, Ensley, Oakfield, & Cantonment Community Redevelopment Areas as Brownfield Areas
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling and Advertising of Two Public Hearings to Designate Atwood, Ensley, Oakfield and Cantonment Community Redevelopment Areas as Brownfield Areas - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning two Public Hearings to receive public input on the designation of Community Redevelopment Areas (CRAs) in Atwood, Ensley, Oakfield, and Cantonment as Brownfield Areas for the purposes of economic development and environmental rehabilitation:

A. Approve the scheduling and advertising of the first of two Public Hearings on June 20, 2019, at 9:01 a.m.; and

B. Approve the scheduling and advertising of the second of two Public Hearings on July 18, 2019, at 9:01 a.m.

BACKGROUND:

Escambia County seeks designation of the Atwood, Ensley, Oakfield and Cantonment CRAs as Brownfield Areas. In 2011 the County designated the Palafox, Englewood, Brownsville, Barrancas and Warrington CRAs as Brownfields. In 2010, 2014 and 2015 the County added four additional CRAs - Atwood, Ensley, Oakfield and Cantonment. This Resolution seeks to designate these four newer CRAs as brownfields for the purposes of economic development and environmental rehabilitation incentives offered via State programs. The project will be consistent with the land use plan and will reduce slum and blight,

stimulate commercial development, and create new jobs. To qualify for the incentives offered through the Brownfield Redevelopment Act, a property must be officially designated a Brownfield via Resolution by the local governing entity. These CRAs meet the requirements as a brownfield as per Chapter 376.80 F.S.

To gain public input of these proposed designations, Community meetings were held with the two active community groups, the Cantonment Improvement Committee and the Atwood Neighborhood Group. The designations will not require funding but will make available incentives through State redevelopment programs.

BUDGETARY IMPACT:

There is no budgetary impact associated with this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal consideration associated with the scheduling of public hearings.

PERSONNEL:

No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section I A.4.

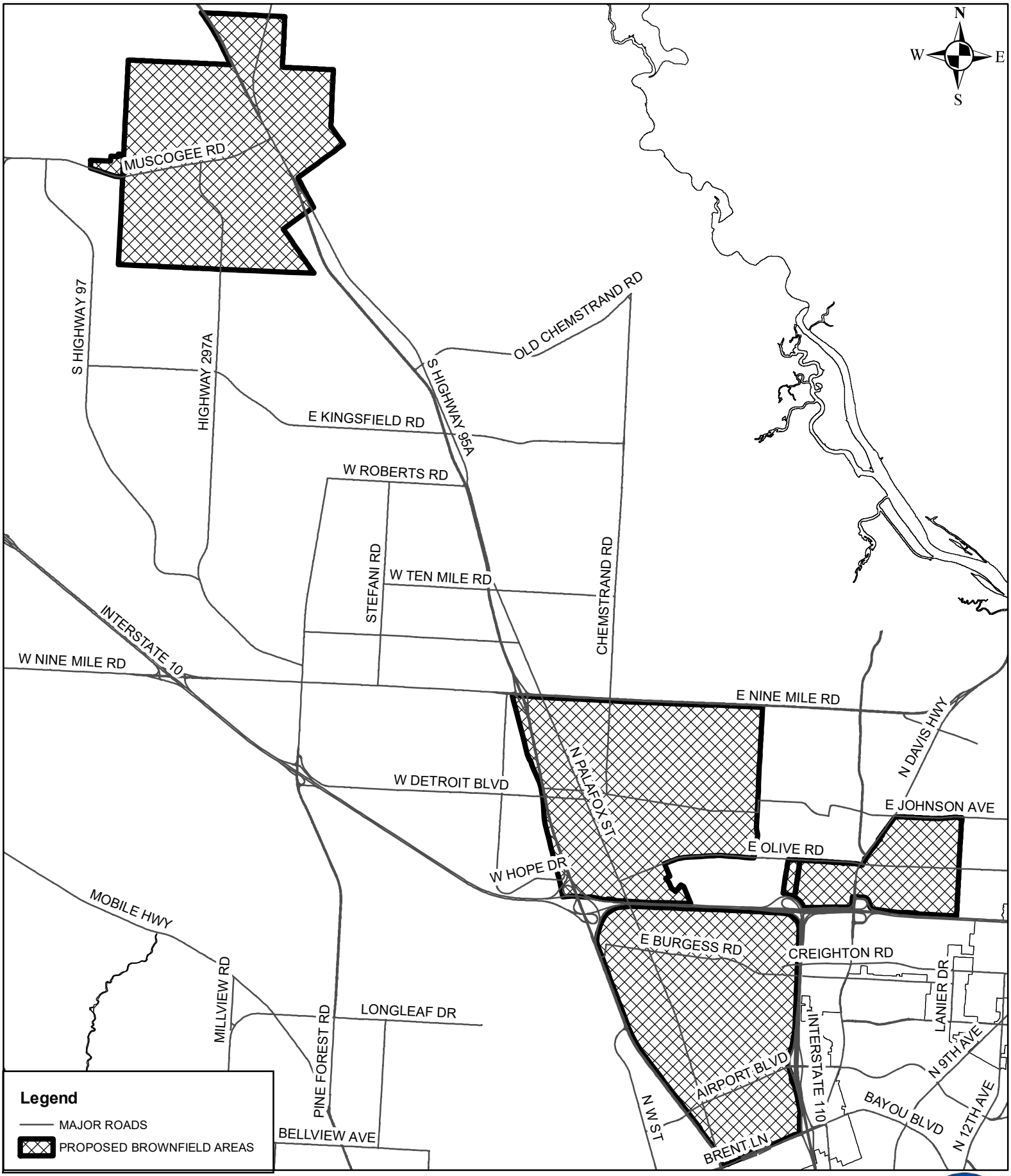
IMPLEMENTATION/COORDINATION:

Brownfield Coordinator and Department of Natural Resources Management staff will coordinate and take necessary action required for the designation.

Attachments

Exhibit A-1 Map of Proposed Area

PROPOSED BROWNFIELD AREAS (EXHIBIT A-1)



"This map/data was prepared by the Escambia County CRA and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

5/2/2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16238 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/06/2019
Issue: Donation by Friends of West Florida Public Libraries
From: TODD HUMBLE, Library Services Director
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Understanding Between the Friends of West Florida Public Library, Inc., and Escambia County - Todd Humble, Library Services Director

That the Board take the following action concerning the Memorandum of Understanding (MOU) between the Friends of West Florida Public Library and Escambia County:

A. Approve the Memorandum of Understanding to establish the terms and conditions under which the relationship between West Florida Public Library and the Friends of the West Florida Public Library is memorialized; and

B. Authorize the Chairman to sign the MOU.

BACKGROUND:

The purpose of this MOU is to memorialize the expectations of the Library and Friends. Both parties agree that it is in their best interests to document the expectations of each other in regards to legal status, communication and advocacy, allocation of space, donation of materials, meeting room accommodation, fundraising, reporting, volunteers and background investigations, insurance, liability, public records, relationship, and effective date/term and termination,

BUDGETARY IMPACT:

The MOU has no budgetary impact. The Friends have provided a yearly donation to Escambia County's Library Services since 1973.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kia Johnson, Assistant County Attorney, has reviewed the MOU and approved it as to form and legal sufficiency on March 21, 2019.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve al Memorandums of Understanding.

IMPLEMENTATION/COORDINATION:

Implementation of this MOU will be coordinated through Library Services.

Attachments

MOU with Friends

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between Escambia County, a subdivision of the State of Florida, by and through its Department of Library Services (hereinafter referred to as the "Library"), and the Friends of West Florida Public Library, Inc., a non-profit Florida corporation (hereinafter referred to as the "Friends").

Background

Formed in 1973, the Friends' mission is to advocate for literacy and learning by expanding and fostering the availability of resources for the West Florida Public Library and other community initiatives. As a non-profit, 501(c)(3) organization, however, it is a legally distinct entity, it is not part of the Library, and it is under the management of its board of directors. Since its inception, the Friends have raised over $2 million for various library programs, purchases, and initiatives.

The West Florida Public Library System is a system of public libraries located in Escambia County, Florida. Pursuant to an interlocal agreement between Escambia County and the City of Pensacola, which was executed on July 19, 2013, Escambia County has assumed responsibility for all administrative and operational functions for the Library.

Purpose

The purpose of this MOU is to memorialize the expectations of the Library and Friends. Both parties agree that it is in their best interests to document the expectations of each other as follows:

Legal Status

The Friends agree to maintain their 501(c)(3) IRS status, annual state corporate filings, and any other federal, state, or local requirements necessary to remain a legal, non-profit entity. The Friends are exempt from the Florida Solicitation of Funds Act and are not required to register as a charitable organization with the Florida Department of Agriculture and Consumer Services. At any time, the Library can request documentation to confirm the Friends' legal status. The Friends shall supply such documentation within 30 days of the request or provide a response to the Library as to why such documentation may be unavailable at the time.

Communication and Advocacy

The Friends agree to hold regular meetings of its board of directors and that the Library director and/or his or her designee will be provided an agenda of such meetings, be invited to attend, and be permitted adequate time to speak during the meeting. The Library agrees to share with the Friends' board of directors the Library's goals, direction, strategic plans, events, initiatives, and any other relevant information to allow the Friends to utilize its resources to support these activities.

The Library agrees to advertise Friends' book sales, annual meeting, and other events on its online calendar and social media platforms, when requested. The Friends agree to advertise Library programs and initiatives on its website and social media platforms, when requested.

The Library agrees to allow the Friends to place organization/membership brochures throughout the libraries. The cost of such brochures and brochure holders shall be borne by the Friends.

Placement location of the brochure holders should be prominent, such as at circulation desks or other customer service points, but shall ultimately be at the discretion of the Library.

The Library agrees to allow the Friends to post book sale and other event advertisement flyers/posters on bulletin boards in the libraries, subject to the Library's normal posting parameters.

The Friends agree to engage in advocacy efforts on behalf of the Library. This advocacy includes aligning Friends' initiatives/activities with those of the Library.

Allocation of Space

The Friends will be permitted to use a portion of the Downtown Branch located at 239 North Spring Street (Room 107) and the Tryon Branch located at 1200 Langley Avenue (Room 102), as further described in **Exhibit A** attached hereto, for the purpose of operating a bookstore at each location. The use of said property shall not be construed to convey any property interest, legal or equitable, to the Friends. Further, the Friends shall use reasonable efforts to maintain said space, and upon termination, return the allocated space to the Library in the same condition that existed immediately prior to the commencement of this MOU. The space must be kept ADA compliant.

In the event that any new library branches are opened, the Library agrees to discuss with the Friends the potential of a Friends-operated bookstore at the new library branch. The final determination as to whether the Library will provide space for a Friends bookstore at any new library branch will be at the sole discretion of the Library.

When possible, the Library, at its discretion, may provide old shelving or furniture for use in the Friends' bookstores; however, the Friends shall be responsible for any costs involved in the purchase, movement, installation, etc. of such items.

The Library will also make space available at the Downtown Branch and at the Tryon Branch for kiosks, book carts, magazine racks, etc. used to display items for sale by the Friends. The location of these items will be at the discretion of the Library and may not reduce space and pathways below ADA standards.

The Friends maintain a U.S. Mail post office box at the downtown Pensacola post office. The Friends direct all mailings to this box. Occasionally, the Library will receive at its branches mail or correspondence from Library employees or others that is addressed to the Friends. The Library agrees to provide a slot in its internal mailroom area for the Friends and to forward these communications to the Friends in a timely manner.

The need may occasionally arise for the Friends to store supplies (books, tables, signs, etc.) at the libraries. The Library shall attempt to accommodate these needs, but the amount of storage space and other Library needs may prevent the availability of space. The final determination as to whether the Library can accommodate such requests will be at the discretion of the Library. Use of maintenance and mechanical rooms will not be permitted.

The Library will not be responsible for any damage or corresponding loss resulting from theft or

other casualty to Friends' personal property while on the Library's premises.

Donation of Materials

The Escambia County community is generous and often donates unwanted books, CDs, DVDs, audiobooks, and other items to the Library and to the Friends. The Library will permit Friends donations up to two (2) grocery bags to be made at any Library branch. The Library will communicate to members of the public wishing to make Friends donations larger than two (2) grocery bags that such donations can be made directly to the Friends based on the assigned donation times and locations provided by the Friends to the Library

Once Friends donations are received at a branch, the Library may wish to add some of the items to its collections. The Library shall have first right of refusal of any donations received at the libraries. The remaining donations shall be provided to the Friends for sale at their book stores, book sales, online outlets, etc.

The Library operates a courier system between its branches. The Library agrees to deliver Friends donations received at the branches and Library discards to the Friends' warehouse located at 325 Commerce Street, Pensacola, FL 32505. The timing and frequency of deliveries shall be determined by the Library. The Friends agree to coordinate deliveries and provide access to the warehouse as needed.

The Library is in a constant process of improving its collections. During this process, items such as books, CDs, DVDs, audiobooks, etc. are removed from its collections and catalogs. The Library agrees to provide these items, often referred to as "discards," to the Friends for sale at their book stores, book sales, online outlets, etc. The Library shall provide adequate storage for the discarded items until such time as the items are provided to the Friends.

Meeting Room Accommodation

The Library has established guidelines and limitations for the use of branch meeting rooms by the public. The Library agrees to provide access to meeting rooms for Friends' book sales, meetings, etc. The Library agrees to accommodate the Friends requests for access to and use of meeting rooms beyond what is established in the Library's general guidelines. For example, the Friends may request the use of meeting space when the branch is closed to the general public or for a greater length of time than what is generally permitted for the public. All such requests shall be reasonable and communicated to the Library with reasonable notice.

Fundraising

The primary mission of the Friends is to raise funds to support the Library. Funds are raised by the Friends in a variety of ways (e.g. membership dues, book sales, financial donations, grant receipts, etc.). While the primary mission of the Friends is to raise funds to support the Library, the Friends' mission also includes supporting learning and literacy through other community initiatives. The Friends agree that these initiatives will be undertaken with the goal of increasing awareness of the Library and the Friends and will not contradict with the goals and mission of the Library.

The Friends' fiscal year ends on September 30. The year-end accounting of the Friends' financial

activity occurs during October and November each year. After the year-end accounting is performed, the Friends' board of directors shall determine any amounts necessary for reserves, cash flow purposes, future purchases, grants held in trust, or other amounts to be retained. The remaining amount shall be considered the amount available for donation to the Library, either through direct donation to the Library or through direct payment of Library-associated initiatives by the Friends. The Friends' board will meet at a regularly scheduled meeting to determine the exact donation amount. The Friends agree to provide the donation to the Library by December 31.

Nothing shall prevent the Friends providing its donation earlier than the established timeframe. Nothing shall prevent the Friends from donating an amount greater than the initial donation amount. The amount and remittance timeline of any "additional" donation shall be determined by and at the discretion of the Friends. The Library may at its discretion reject any donation made by the Friends, including any proposed equipment purchases, building improvements, etc.

Unforeseen circumstances that impact the Friends' ability to raise funds could potentially affect the Friends' ability to donate funds to the Library. Should such a circumstance arise, the Friends agree to provide as much notice to the Library as possible. To the extent possible, the Library agrees to coordinate with Friends to reschedule any fundraising event(s) that may be cancelled due to inclement weather.

If Friends cease to actively fundraise and promote the Library for more than twelve (12) months, Friends agrees to disband so as to allow new organizations to be established for the same or a similar purpose. Funds not encumbered for the Friends shall be donated to the Library at disbandment.

Reporting

The Friends agree to submit monthly financial reports to the Library. The form of such reports shall be at the discretion of Friends but, at a minimum, the reports will show the total yearly revenue and expenses of the organization, with specific detail as to the total amount of funds raised during the year, the total amount of funds donated to the Library, and the current number of Friends members. All financial reports will be provided by the Friends to the Library Board of Governance no later than sixty (60) days after the end of the month reported. The Friends are encouraged to provide other information about the organization, such as number of members, book sales, etc.

The Library agrees to provide an annual report detailing the expenditure of funds donated by the Friends' during the prior fiscal year.

Volunteers and Background Screening

Friends' board of directors' members enjoy certain privileges with and within the Library, including potential access to non-public areas. The Friends agree that its board of directors shall be considered "volunteers of the Library." As such, the Friends agree that its board of directors' members shall be subject to Escambia County background screening policies and shall attend appropriate training as determined by the County.

The Friends enjoy wide volunteer support from its members and from the general public. Individuals volunteer in a wide-variety of ways (sorting books, cashiering at stores/sales, moving books, etc.). The volunteers may lend their time once a week, once a year, or at any other

variation of time. These volunteers do not enjoy the same privileges as Friends' board of directors' members. As such, the Library agrees that individuals who volunteer for the Friends shall not be considered "volunteers of the Library," but instead "volunteers of the Friends." The Library agrees that volunteers of the Friends are not subject to background screening and training requirements.

Insurance

The Friends agree to maintain general liability insurance of no less than $1 million. The Friends agree to maintain coverage on book stores located in Library branches and name the City of Pensacola and the Escambia County Board of County Commissioners as additional insureds. Upon request by the Library or County representatives, the Friends shall provide evidence of coverage within 10 business days.

Liability

The Friends agree to hold harmless, defend, and indemnify the Library, Escambia County Board of County Commissioners, and the City of Pensacola from any and all liability arising out of the negligent acts or omissions of the Friends. The Friends further agree to complete any necessary forms to document this agreement.

Public Records

The parties acknowledge that this MOU and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this MOU.

Relationship

The parties expressly intend that with regard to the operation of this MOU, nothing herein shall create or be construed to create an employer-employee, principal-agent, or joint venture relationship. Further, the parties shall have no authority to bind the other to any commitment, contract, agreement or other obligation. If a Friends Board of Directors officer is appointed to the Library Board of Governance (BOG), the Friends officer shall refrain from discussing Friends communications with the BOG in order to avoid a conflict of interest.

Effective Date/Term and Termination

This Agreement shall commence upon the date last executed and remain in full force and effect unless earlier terminated as provided herein. Either party may terminate this Agreement at any time upon providing at least thirty (30) days' prior written notice to the non-terminating party. Upon the termination of this Agreement, the Friends shall have seven (7) days to remove any personal property on Library premises and restore the site to the condition as it existed prior to installation.

IN WITNESS WHEREOF, the parties have executed this MOU by their undersigned officials as duly authorized as of the last date set forth below.

Friends of West Florida Public Library, Inc.

By: Daiä J. Rut
04/22/19

Date: _____

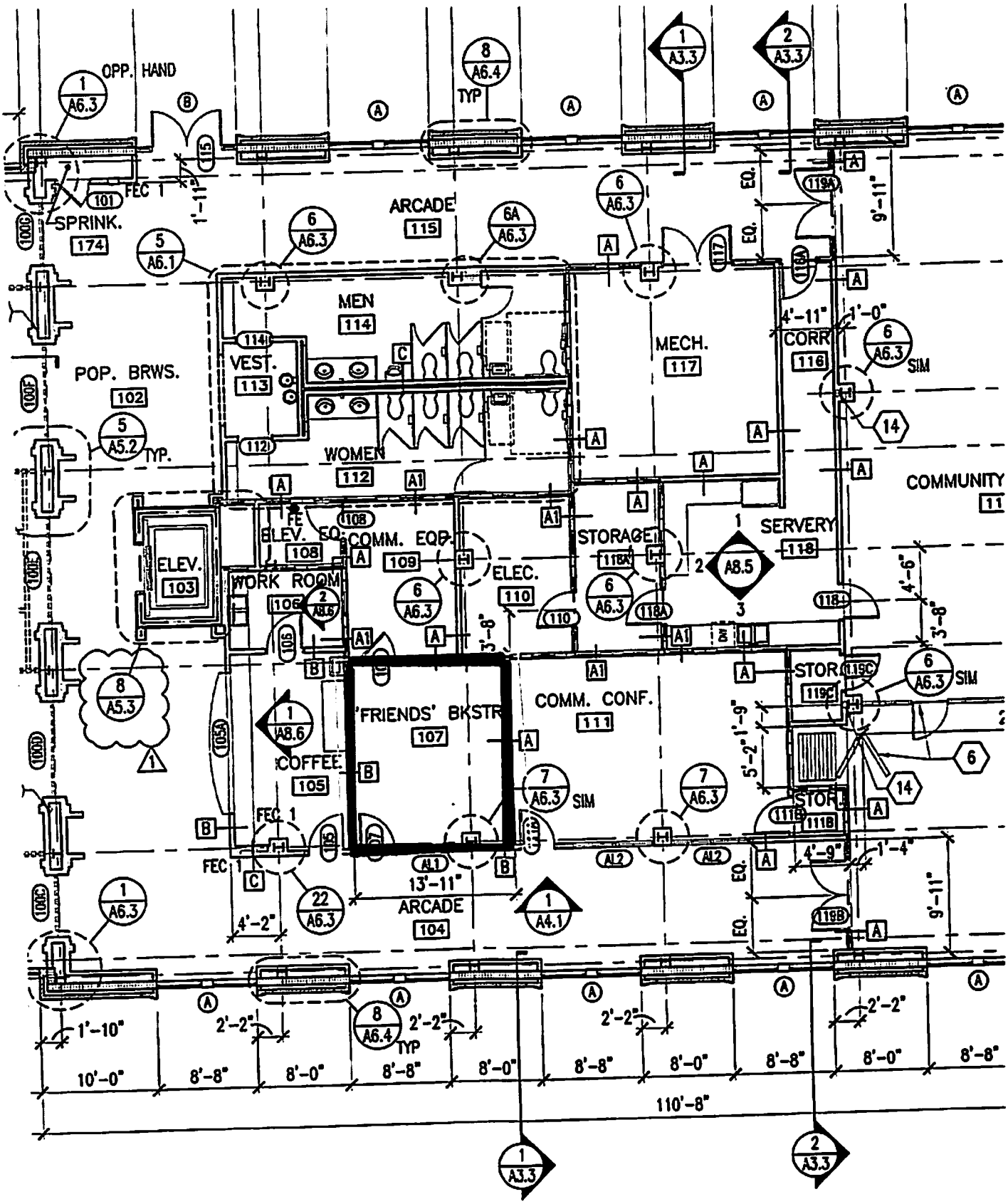
Board of County Commissioners Escambia County, Florida

By: _____
Lumon J. May, Chairman

Date: _____

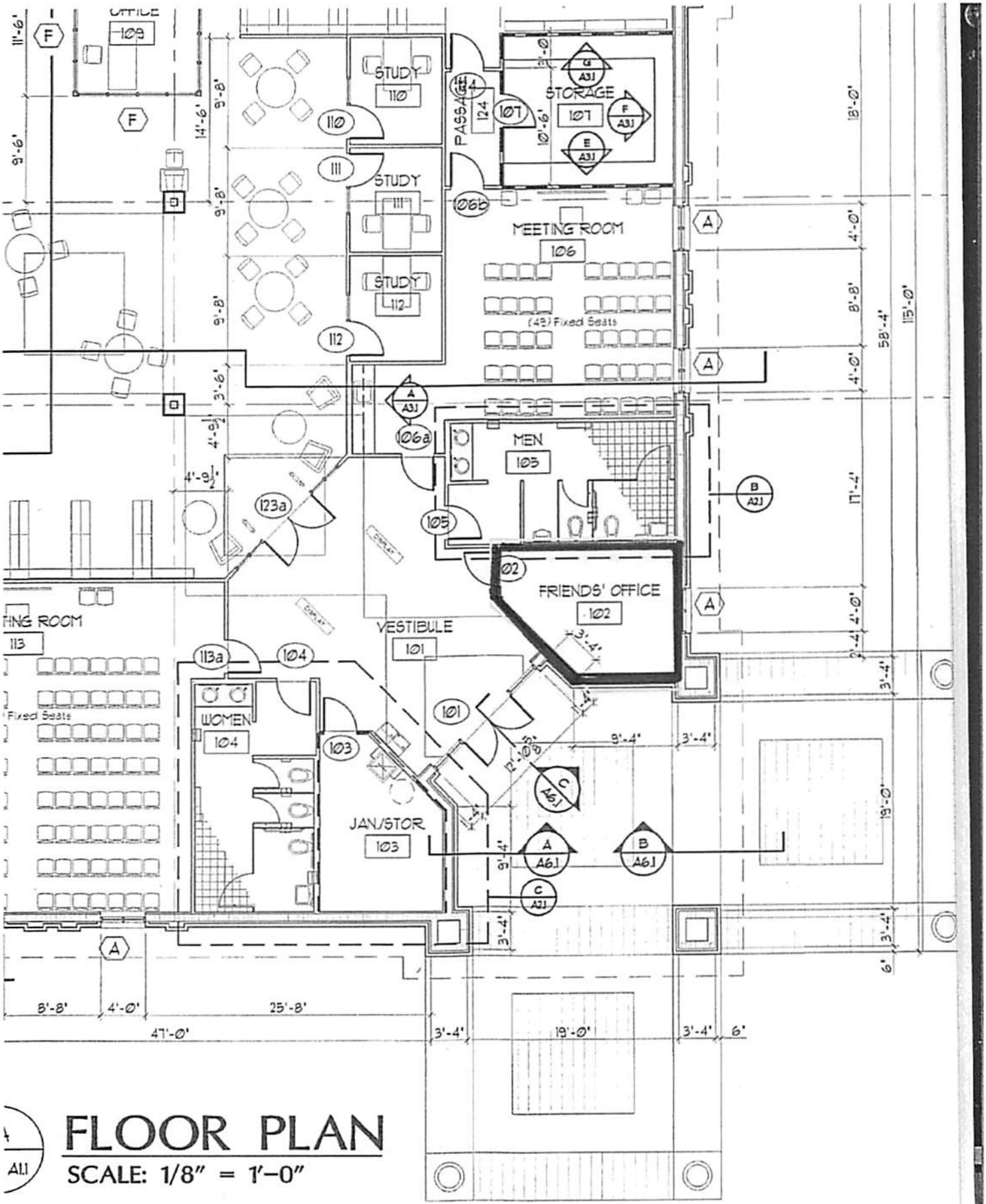
Approved as to form and legal sufficiency.

By/Title: Kim M. Johnson, ACA
Date: 5-29-19



Downtown Branch

EXHIBIT A



FLOOR PLAN

SCALE: 1/8" = 1'-0"

Tryon Branch

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16285 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 06/06/2019
Issue: Letter of Support for Tyler Massey, Gulf Coast Oyster Farm, LLC
From: Robert Bender, District 4 Commissioner
Organization: Commissioner, District 4
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Letter of Support for the Revised Aquaculture Submerged Land Lease in Escambia Bay - Commissioner Robert Bender, District 4

That the Board authorize the Chairman to sign and send the provided letters of support for the revised Application submitted by Mr. Tyler Massey, Gulf Coast Oyster Farm, LLC, for an Aquaculture Submerged Land lease located approximately five acres north of Donnie McMahon, Pensacola Bay Oyster Company's lease in Escambia Bay to the Honorable Nicole Fried, Commissioner of Agriculture and Consumer Services, State of Florida, and Portia Sapp, Director, Division of Aquaculture, Department of Agriculture, Department of Agriculture and Consumer Services, State of Florida.

BACKGROUND:

On May 16, 2019, the Board voted to send a letter to the Honorable Nicole Fried, Commissioner of Agriculture and Consumer Services, State of Florida, and Portia Sapp, Director, Division of Aquaculture, Department of Agriculture and Consumer Services, State of Florida, requesting that the Aquaculture Submerged Land Leases in Escambia Bay remain north of the 30.43 latitude line. Mr. Massey's revised Application has his lease request five acres north of Donnie McMahon, Pensacola Bay Oyster Company's lease in Escambia Bay which is North of the 30.43 latitude line.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, Commissioner Robert Bender's Office will be happy to mail the letters to the Honorable Nicole Fried, Commissioner of Agriculture, State of Florida, and Porta Sapp, Director, Division of Aquaculture, Department of Agriculture and Consumer Services, State of Florida.

Attachments

Honorable Nicole Fried Letter

Portia Sapp Letter

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Telefax (850) 595-4908

June 6, 2019

The Honorable Nikki Fried
Commissioner of Agriculture
Florida Department of Agriculture and
Consumer Services
600 South Calhoun Street, Suite 217
Tallahassee, Florida 32399-1300

RE: Aquaculture Submerged Land Leases in Escambia Bay

Dear Honorable Fried,

On behalf of the Board of County Commissioners, I would like to convey this letter of support for the revised application submitted by Mr. Tyler Massey, Gulf Coast Oyster Farm, LLC, for an Aquaculture Submerged Land lease located approximately five-acres North of Donnie McMahon, Pensacola Bay Oyster Company's lease in Escambia Bay.

The previous Commissioner of Agriculture implied that the State would honor Escambia County's request which allowed the permitting of the Aquaculture Submerged Land Leases in Escambia Bay North of the 30.43 latitude line as shown on the enclosed map. The Board realizes the ecological benefits associated with having the oyster beds in Escambia Bay since one adult oyster can filter as much as 50 gallons of water a day.

If you have any questions, please contact Commissioner Robert Bender, District 4, at (850) 595-4940. Thank you for your consideration!

Sincerely,

Lumon J. May, Chairman
County Commissioner, District 3

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Telefax (850) 595-4908

June 6, 2019

Portia Sapp, Director
Division of Aquaculture
Florida Department of Agriculture and Consumer Services
600 South Calhoun Street, Suite 217
Tallahassee, Florida 32399-1300

RE: Aquaculture Submerged Land Leases in Escambia Bay

Dear Ms. Sapp,

On behalf of the Board of County Commissioners, I would like to convey this letter of support for the revised application submitted by Mr. Tyler Massey, Gulf Coast Oyster Farm, LLC, for an Aquaculture Submerged Land lease located approximately five-acres North of Donnie McMahon, Pensacola Bay Oyster Company's lease in Escambia Bay.

The previous Commissioner of Agriculture implied that the State would honor Escambia County's request which allowed the permitting of the Aquaculture Submerged Land Leases in Escambia Bay North of the 30.43 latitude line as shown on the enclosed map. The Board realizes the ecological benefits associated with having the oyster beds in Escambia Bay since one adult oyster can filter as much as 50 gallons of water a day.

If you have any questions, please contact Commissioner Robert Bender, District 4, at (850) 595-4940. Thank you for your consideration!

Sincerely,

Lumon J. May, Chairman
County Commissioner, District 3

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16173 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: FWC Agreement 15153-A2 (Amendment No. 2) with FWC for the Escambia County NRDA Artificial Reef Construction Project 2015-2016
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning FWC Agreement No. 15153-A2 (Amendment No. 2) with the Florida Fish and Wildlife Conservation Commission for the Escambia County NRDA Artificial Reef Construction Project 2015-2016 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the FWC Agreement No. 15153-A2 (Amendment No. 2) with the Florida Fish and Wildlife Commission, relating to the Escambia County NRDA (Natural Resources Damages Assessment) Artificial Reef Construction Project 2015-2016, which will increase the available funds for this project from $2,701,795.15 to $2,883,285.48; increase the cumulative maximum allowable module footprint from 57,719 square feet to 59,729 square feet; and extend the expiration date to December 31, 2020.

[Funding Source: Fund 118, Gulf Coast Restoration Fund, Cost Center 222004. This Amendment No. 2 increases Fund 118 Budget by $181,490.33. No County matching funds are required under this Agreement.]

BACKGROUND:

At its regular meeting on January 7, 2016, the Board approved submitting an application to the Florida Trustees for funding to construct artificial reefs through Natural Resources Damages Assessment (NRDA) Early Restoration as a result of the Deepwater Horizon Oil Spill. Florida Fish and Wildlife Conservation Commission (FWC) has managed the funding to Escambia County through the original FWC Agreement No. 15153. Funds have been used to construct artificial reefs by deploying prefabricated modules within sites permitted to Escambia

County by US Army Corps of Engineers and Florida Department of Environmental Protection.

Amendment No. 2 will increase the maximum compensation amount from $2,701795.15 to $2,883,285.48 and increase the cumulative maximum allowable module footprint from 57,719 square feet to 59,729 square feet. Furthermore, it will extend the Agreement expiration date to December 31, 2020 from June 30, 2019, as approved with Amendment No. 1.

BUDGETARY IMPACT:

Fund 118, Gulf Coast Restoration Fund, Cost Center 222004. This Amendment No. 2 increases Fund 118 Budget by $181,490.33. No County matching funds are required under this Agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required to implement the Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

The terms of the Agreement and its Amendments will be implemented by Department of Natural Resources Management, Marine Resources Division.

Attachments

FWC 15153-A2 NRDA
BCC Resume 01-07-2016

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AMENDMENT NO. 2 TO AGREEMENT

This Amendment to Agreement No. 15153, referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and Escambia County Board of County Commissioners, FEID# 59-60000842, whose address is 221 Palafox Street, Pensacola, FL 32502, hereinafter "Grantee," collectively, "Parties."

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement, as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

1. All references in the Original Agreement and Attachment A, and Amendment 1 to the Agreement expiration date of June 30th, 2019 are hereby changed to December 31st, 2020.

2. Section #4 of the Original Agreement, Paragraph A, is hereby amended to increase the maximum compensation amount from $2,701,795.15 to $2,883,285.48.

3. Attachment A, page 1, Item 1(A) is hereby amended to increase the available funds for this project from $2,701,795.15 to $2,883,285.48.

4. Attachment A, page 16, Item 21(B)1 is hereby amended to increase the cumulative maximum allowable module footprint from 57,719 square feet to 59,729 square feet.

5. Attachment C, page 5, Item 4 is hereby amended to increase the amount of state resources subject to Section 215.97, Florida Statutes (CSFA# 77-007, Florida Artificial Reef Program) from $2,701,795.15 to $2,883,285.48.

6. Funding to be effective July 1st for fiscal year 2019-20 based upon legislative approval for allocation change.

Remaining Page Intentionally Left Blank
Signature Page to Follow

All provisions of the ORIGINAL CONTRACT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Contract to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY

Signature

Name: Lumon J. May

Title: Chairman

Date:

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

Approved for form and legality
by Escambia County:

Kristin D. Hual, SACA
Signature

Name: Kristin D. Hual

Date: 5-09-2019

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Executive Director (or designee)

Name:

Title:

Date:

Approved as to form and legality
by FWC Attorney:

Signature

Name:

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued

16. Taking the following action concerning Agreement No. 15153 with the Florida Fish and Wildlife Conservation Commission for the Escambia County NRDA Artificial Reef Construction 2015-2016 (Funding: Fund 118, Gulf Coast Restoration Fund, Cost Center to be determined at time of SBA *[Supplemental Budget Amendment]*):

A. Approving Agreement No. 15153, in an amount not to exceed $2,701,795.15, with the Florida Fish and Wildlife Conservation Commission, for the Escambia County NRDA (Natural Resources Damages Assessment) Artificial Reef Construction 2015-2016; and

B. Authorizing the Chairman to sign the Agreement and any subsequent documents related to acceptance, execution, reporting, no-cost time extensions and amendments to this Agreement, subject to Legal review and approval, without further action of the Board.

Note: The County Attorney's Office has requested that the Board be made aware of the language in Paragraph 34, Severability, Choice of Law and Choice of Venue (Page 17 of 20), last sentence: "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."

17. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Site and Utility, LLC, per the terms and conditions of PD 15-16.010, North Point Culverts, for a lump sum bid of $381,160; the legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, November 9, 2015; a Mandatory Pre-Solicitation Meeting was held on Tuesday, November 24, 2015; seven firms were represented at that meeting; bids were received from three contractors on Wednesday, December 9, 2015 (Funding: Fund 112, Disaster Recovery, Cost Center 330492, Object Code 54612/ 56301, Project # ESCPW 47).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16174 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: FWC Agreement No. 15104-A3 (Amendment No. 3) with FWC for Ex-Oriskany PCB Artificial Reef Monitoring Project
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning FWC Agreement No. 15104-A3 (Amendment No. 3) with the Florida Fish and Wildlife Conservation Commission for the Ex-Oriskany PCB Artificial Reef Monitoring Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign FWC Agreement No. 15104-A3 (Amendment No. 3) with the Florida Fish and Wildlife Conservation Commission (FWC), relating to the Ex-Oriskany PCB Artificial Reef Monitoring Project, which will extend the Agreement expiration date from December 31, 2019, to December 31, 2020; increase the number of individual reef fish PCB samples analyzed from 141 to 143 fish; and increase the maximum compensation from $105,750 to $107,250.

[Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring. No matching funds are required]

BACKGROUND:

The decommissioned aircraft carrier *Ex-Oriskany* was deployed as an artificial reef by the US Navy in May 2006. The Navy obtained a permit from US Environmental Protection Agency (USEPA) to deploy the ship in an artificial reef site permitted to Florida Fish and Wildlife Conservation Commission (FWC). US Navy's contractors could not remove all materials (paints, wiring, bulkhead insulation, etc.) containing solid-phase Polychlorinated Biphenyls (PBCs), however, the Navy's testing and analysis demonstrated to the satisfaction of USEPA that the PCBs in reef fish at Oriskany Reef would not exceed allowable levels for long-term human consumption.

A condition of the USEPA permit required FWC and Escambia County to collect reef fish from Oriskany Reef for tissue analysis for PCBs. FWC has funded the fish tissue analyses through annual artificial reef monitoring grants. FWC and Escambia County conduct annual reef fish collection and PCB tissue analysis, and provide results to USEPA and Florida Department of Health. Upon review of these data, Florida Department of Health has listed scamp and bank seabass in their Annual Fish Consumption Advisory. USEPA requested FWC develop a Tier 2 Sampling Plan. This will likely result in greater sampling costs, therefore, FWC has increased funding of the existing Agreement FWC-15104 from $105,750 to $107,250.

BUDGETARY IMPACT:

Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring. No matching funds are required.

LEGAL CONSIDERATIONS/SIGN-OFF:

FWC Agreement No. 15104-A3 (Amendment No. 3) has been approved as to form and legal sufficiency by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

No additional impact on personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management, Marine Resources Division, will coordinate with FWC and applicable parties to implement the terms of the Grant Agreement and its Amendments.

Attachments

FWC-15104-A3 Ex-Oriskany
BCC Resume 01-21-2016
BCC Resume 01-19-2017
BCC Resume 01-18-2018

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AMENDMENT NO. 3 TO AGREEMENT

This Amendment to Agreement No. 15104, referred to as the Original Agreement, is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission," and the Escambia County Board of County Commissioners, FEID # 59-6000598, whose address is 221 Palafox Place, Pensacola, FL 32502, hereinafter "Grantee", collectively, "Parties".

In consideration of the mutual benefits set forth herein and in the Original Agreement, the parties agree to amend the Original Agreement as follows, which amendments shall govern to the exclusion of any provision of the Original Agreement to the contrary:

1. All references in the Original Agreement and Attachment A to the Agreement expiration date of December 31, 2019 are hereby changed to December 31, 2020.

2. All references in the Original Agreement and Attachment A to the anticipated number of reef fish PCB samples to be analyzed are hereby changed from 141 to 143 fish.

3. Section #4 of the Original Agreement, Paragraph A, Compensation, is hereby amended to increase the compensation amount from $105,750 to $107,250.

4. Attachment A, page 9, Item 5(A) is hereby amended to increase the number of individual reef fish PCB samples analyzed from 141 to 143 fish and increase the maximum compensation from $105,750 to $107,250.

5. Attachment C, page 5, is hereby amended to increase the amount of state resources awarded (CSFA 77-007) from $105,750 to $107,250.

All provisions of the ORIGINAL AGREEMENT not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Name: Lumon J. May

Title: Chairman

Date: _____

PAM CHILDERS
ATTEST: Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-15-2019

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

_____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by FWC Attorney:

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-28. Approval of Various Consent Agenda Items – Continued

15. Taking the following action concerning the Grant Agreement for the Ex-Oriskany PCB Artificial Reef Monitoring Project between the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC), and Escambia County (Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring; no matching funds are required):

A. Approving the Grant Agreement, FWC Agreement No. 15104, between FWC and Escambia County, for the Ex-Oriskany PCB Artificial Reef Monitoring Project, in the amount not to exceed $45,000, from the date of execution through December 31, 2017; and

B. Authorizing the Chairman to sign the Agreement and any subsequent documents related to acceptance, execution, reporting, no-cost time extensions, and amendments to this Agreement, subject to Legal review and approval, without further action of the Board.

The County Attorney's Office has requested that the Board be made aware of the following language:

*Paragraph 34, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE (Page 15 of 18), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."

*Paragraph 36, JURY TRIAL WAIVER (Page 15 of 18), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of quantum meruit."

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-21. Approval of Various Consent Agenda Items – Continued

19. Adopting the Resolution *(R2017-14)* approving Supplemental Budget Amendment #49, Local Option Sales Tax III Fund (352), in the amount of $48,488,632, to recognize the proceeds of Project Worksheet 1006 from the Federal Emergency Management Agency and the State of Florida, and to appropriate these funds for the construction of the jail project.

20. Accepting the proposal from Bill Salter Advertising, Inc., dated January 13, 2017, for the Outdoor Advertising Sign Site Lease, based on the minimum lease payments and terms of PD 16-17.013, to become effective December 17, 2016, for a term of five years; Bill Salter Advertising, Inc., is the current lease holder; the current lease expired on December 16, 2016; the proposed Lease amounts are as follows (Funding: Fund 001, General Fund, Revenue Account 362003, Rents and Leases):

Years	Required	Per/Month
	Annual	Monthly
Year 1 - 12/2016-12/2017	$3,000	$250
Year 2 - 12/2017-12/2018	$3,600	$300
Year 3 - 12/2018-12/2019	$4,200	$350
Year 4 - 12/2019-12/2020	$4,800	$400
Year 5 - 12/2020-12/2021	$5,400	$450

21. Approving, and authorizing the Chairman to sign, the Grant Agreement FWC-15104-A1 (Amendment #1), with the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC), for the Ex-Oriskany PCB Artificial Reef Monitoring Project, which will increase the Grant amount from $45,000 up to $90,000; increase the number of samples to be analyzed from 60 up to 120 fish; and extend the expiration date from December 31, 2017, to December 31, 2018 (Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring; no matching funds are required).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-8. Approval of Various Consent Agenda Items – Continued

3. Approving, and authorizing the Chairman to sign, FWC Agreement No. 15104-A2 (Amendment No. 2) with the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC), relating to the Ex-Oriskany PCB Artificial Reef Monitoring Project, which will extend the agreement expiration date from December 31, 2018, to December 31, 2019; increase the number of individual reef fish PCB samples analyzed from 120 to 141 fish; and increase the maximum compensation from $90,000 up to $105,750 (Funding source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring; no matching funds are required).

4. Taking the following action concerning the Agreement for Professional Staff Services for Small Quantity Generator Program (SQG) by and between the West Florida Regional Planning Council and Escambia County, Florida (Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53101):

   A. Approving the Agreement for Professional Staff Services for Small Quantity Generator Program (SQG); and

   B. Authorizing the Chairman to sign the Agreement.

5. Approving, and authorizing the County Administrator to issue, a Purchase Order in the amount of $300,000 to DRMP, Inc., on Contract PD 13-14.080, for the Signalization Continuing Services Consultant Contract, to fund the **fifth** year (July 1, 2017, to June 30, 2018) of the Joint Project Agreement with the Florida Department of Transportation (FDOT) (Funding source: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53101).

6. Approving the issuance of a Purchase Order, for a not-to exceed amount of $139,375, to Transportation Control Systems to purchase controllers via the State Approved Product List (APL) for signal upgrades (Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #17EN3988; the Joint Project Agreement (JPA) established that Escambia County will be reimbursed up to $140,000 for the purchase of the controllers).

7. Approving, and authorizing the Chairman to sign, the 2017 Department of Environmental Protection Voluntary Cleanup Tax Credit Application and Affidavit for County-owned property at 603 West Romana Street (Funding source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement, Brownfields).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16157 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Juvenile Justice Detention Center Lease at 1800 St. Mary Avenue
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Juvenile Justice Detention Center Lease at 1800 St. Mary Avenue - Robert E. Dye, Interim Director, Facilities Management

That the Board approve and authorize the Chairman to sign the State of Florida, Agreement for Modification, Modification Number 2, Bureau of Leasing, Department of Management Services Form 4040, for the extension of the Lease with the Department of Juvenile Justice, for the lease of 30,355 square feet, located at the Theodore Bruno Juvenile Justice Center, 1800 St. Mary Avenue, Pensacola, Florida, from July 1, 2020, to June 30, 2023.

[Funding: Rent from this Lease will be deposited into the General Fund (001). Rent for the first year will be $353,805.85]

BACKGROUND:

The current lease with the Department of Juvenile Justice Detention Center expires June 30, 2020. This Agreement for Modification #2 will extend the lease for an additional 3 years beginning July 1, 2020 and ending June 30, 2023. Lease payments will be adjusted annually per Exhibit B with the cost of utilities adjusted each January.

BUDGETARY IMPACT:

Rent from this lease will be deposited into the General Fund (001). Rent for the first year will be $353,805.85.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement for Modification was approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for Lease Agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Modification #2
Modification #1
Detention Lease Agreement

STATE OF FLORIDA
Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 2

WHEREAS, the Department of Juvenile Justice, as Lessee, has previously entered into Lease Number 800:0331, on June 21st, 2007 which became effective July 1st, 2007 and consists of 30,355 square feet; the current Lessor being Escambia County;

and WHEREAS, the current description of the leased premises is:

1800 Mary Avenue, Pensacola FL as shown on the drawing attached as Exhibit A (Premises)

and the covenants and conditions contained in the original State of Florida, Department of Management Services' Lease Agreement, as amended by the below modification(s) are hereby readopted and incorporated herein.

1. ☐ **Agreement for Lease Renewal:**

   Lessor and Lessee agree that, pursuant to Article_____ of the Lease Agreement described above, the Lessee hereby exercises the option to renew Lease for a period of _____ year(s) beginning _____, _____ and ending _____, _____.

2. ☒ **Agreement for Lease Extension:**

   Lessor and Lessee hereby agree to extend the term of the Lease Agreement described above for a period of 36 month(s), beginning July 1st, 2020 and ending June 30th, 2023.

3. ☒ **Restructuring the Rental Rate:**

   Commencing July 1st, 2020, the Lease referenced above is amended to increase ☒ or decrease ☐ the rental rate per square foot per year paid to the Lessor by the Lessee to the amounts as specified in Article 8 of this agreement.

4. ☐ **Increase or Decrease Square Footage:**

   Commencing _____, _____, the Lease referenced above is amended to increase ☐ or decrease ☐ the square footage leased under this Lease by _____ square feet from _____ square feet to _____ square feet. The description of added or deleted square footage is: _____ and the rental rates, pursuant to this change, shall be as specified in Article 8 of this Agreement.

5. ☐ **Change the Renewal Option Terms:**

   Commencing _____, _____, the Lease is hereby amended to change the renewal option periods from _____, _____ year periods to _____, _____ year periods.

6. ☒ **Cooperation with the Inspector General:**

   Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

STATE OF FLORIDA
Agreement for Modification
Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 2

7. ☒ **Other:**

(Use this section to specify terms not included in the sections above. If this box is not selected, no additional modifications are included.)

See attached Exhibit B in reference to the utility charges.

8. **Effective Rental Rates – Square Footage** 30,355

TERM Start (MM/DD/YYYY)		End (MM/DD/YYYY)	RATE PER SQUARE FOOT	MONTHLY RATE	ANNUAL RATE
07/01/2020	-	06/30/2021	$11.66	$29,483.82	$353,805.85
07/01/2021	-	06/30/2022	$11.97	$30,281.25	$363,374.96
07/01/2022	-	06/30/2023	$12.30	$31,104.22	$373,250.61
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00
	-			$0.00	$0.00

Agreement to Incorporate Addendum

WHEREAS, both the Lessor and the Lessee wish to amend and modify said lease so as to incorporate Addendum _____ effective _____ _____, _____ .

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained; the parties hereto hereby agree as follows:

Commencing _____ _____ , _____ , said lease is hereby amended and modified to incorporate Addendum _____ .

STATE OF FLORIDA
Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 2

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the _____ _____, _____.

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses must sign, print name and enter date.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

Date: _____

As to Lessee Agency – Agency head, or authorized delegate, and representative of Agency Office of General Counsel must sign, print name and enter date.

X _____ Agency Head or Authorized Delegate	_____ Printed Name/Title	_____ Date
X _____ Agency Office of General Counsel	_____ Printed Name	_____ Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel shall sign, print name and enter date.

X _____ Chief Real Property Administrator	_____ Printed Name/Title	_____ Date
X _____ Secretary or Authorized	_____ Printed Name	_____ Date
X _____ DMS Office of General Counsel	_____ Printed Name	_____ Date

Approved as to form and legal sufficiency.

By/Title: Stephen A. Assist. County Atty

Date: May 8, 2019

EXHIBIT "A"

LEGAL DESCRIPTION

Legal description of the parcel of property being the site of the Juvenile Justice Center:

Six (6) acres of land in the Southeast center of the North half of Lot 2, Section 17, Township 2 South, Range 30 West, according to U. S. Official Survey, the said 6 acres being bounded as follows: Beginning at the Southeast corner of said N ½ of Lot 2, thence West 501.00 feet 4 inches to a stake, thence North 501 feet 4 inches to a stake, thence South along East line of said Lot 2 a distance of 501 feet 4 inches to point of beginning. The said N ½ of Lot 2 is suppose to be Lot 15 according to Plan subdivision said section 17 now on file in the Office of the Escambia County Abstract Company, Pensacola, Florida and reputed to have been made by Geo. Brainerd and Geo. W. McIntyre, said property being in Escambia County, Florida.

The detention area of said building thereon being leased to the Department of Juvenile Justice.

Exhibit "B"
Department of Juvenile Justice
Lease No.: 800:0331
Pensacola Detention Center
30,355 Sq. Ft./Net Rentable

Term	Base Rent $2.43 Sq. Ft.	Building Insurance	Int and Ext. Maintenance, Pest Control, Janitorial Services @ $6.56/Sq Ft	Renovations, Permits, Design, Debt Service, Fire Inspection Fees, Assessments, Taxes @$1.50/per sq ft	5% County Overhead	Total	Annual	Monthly	Annual Rate Per Square Foot
July 1, 2020 - June 30, 2021	$ 73,762.65	$ 18,534.00	$ 199,128.80	$ 45,532.50	$ 16,847.90	$ 353,805.85	$ 353,805.85	$ 29,483.82	$ 11.66
July 1, 2021 - June 30, 2022	$ 75,975.53	$ 19,460.70	$ 205,102.66	$ 45,532.50	$ 17,303.57	$ 363,374.96	$ 363,374.96	$ 30,281.25	$ 11.97
July 1, 2022 - June 30, 2023	$ 78,254.80	$ 20,433.74	$ 211,255.74	$ 45,532.50	$ 17,773.84	$ 373,250.61	$ 373,250.61	$ 31,104.22	$ 12.30

Yearly a 3% Increase on Base Rent, Int and Ext Maintenance, Pest Control, & Janitorial Services. 5% increase for Insurance

Utilities will be billed separately at $4.49 with an increase of 3% per year and will be recalculated each year in January preceding the beginning of the new lease year.

	Utilities
July 1, 2017 - June 30, 2018	$ 136,293.95
July 1, 2018 - June 30, 2019	$ 140,382.77
July 1, 2019 - June 30, 2020	$ 144,594.25

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

UPDATED DISCLOSURE STATEMENT

Lease Number: 800:0331

Location: Escambia Regional Detention Center
1800 St. Mary's Avenue
Pensacola, Florida 32502

The Disclosure of Ownership Statement, form FM 4114, currently on file dated 06/22/2007, remains valid and correct.

Lessor:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Lumon J. May, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty.
Date: May 6, 2019

Form 4114A R03-12

Escambia County
Clerk's Original

6/22/2017 CAR #17

STATE OF FLORIDA
Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 1

WHEREAS, the Department of Juvenile Justice, as Lessee, has previously entered into Lease Number 800:0331, on June 21st, 2007 which became effective July 1st, 2007 and consists of 30,355 square feet; the current Lessor being ESCAMBIA COUNTY;

and WHEREAS, the current description of the leased premises is:

1800 St. Mary Avenue Pensacola, Fl. as shown on the drawing attached as Exhibit A (Premises)

and the covenants and conditions contained in the original State of Florida, Department of Management Services' Lease Agreement, as amended by the below modification(s) are hereby readopted and incorporated herein.

1. ☐ **Agreement for Lease Renewal:**

   Lessor and Lessee agree that, pursuant to Article_____ of the Lease Agreement described above, the Lessee hereby exercises the option to renew Lease for a period of _____ year(s) beginning _____, _____ and ending _____, _____.

2. ☒ **Agreement for Lease Extension:**

   Lessor and Lessee hereby agree to extend the term of the Lease Agreement described above for a period of 36 month(s), beginning July 1st, 2017 and ending June 30th, 2020.

3. ☒ **Restructuring the Rental Rate:**

   Commencing July 1st 2017, the Lease referenced above is amended to increase ☐ or decrease ☒ the rental rate per square foot per year paid to the Lessor by the Lessee to the amounts as specified in Article 8 of this agreement.

4. ☐ **Increase or Decrease Square Footage:**

   Commencing _____, _____, the Lease referenced above is amended to increase ☐ or decrease ☐ the square footage leased under this Lease by _____ square feet from _____ square feet to _____ square feet. The description of added or deleted square footage is: _____ and the rental rates, pursuant to this change, shall be as specified in Article 8 of this Agreement.

5. ☐ **Change the Renewal Option Terms:**

   Commencing _____, _____, the Lease is hereby amended to change the renewal option periods from _____, ____year periods to _____, _____ year periods.

6. ☒ **Cooperation with the Inspector General:**

   Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

Date: 6/23/2017 Verified By:

STATE OF FLORIDA
Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 1

7. ☐ **Other:**

(Use this section to specify terms not included in the sections above. If this box is not selected, no additional modifications are included.)

8. **Effective Rental Rates – Square Footage** (see attached Exhibit "B")

TERM				
Start (MM/DD/YYYY)	End (MM/DD/YYYY)	RATE PER SQUARE FOOT	MONTHLY RATE	ANNUAL RATE
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0.00
-			$0.00	$0 00
-			$0.00	$0.00

Agreement to Incorporate Addendum

WHEREAS, both the Lessor and the Lessee wish to amend and modify said lease so as to incorporate Addendum F effective July 1st, 2017.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained; the parties hereto hereby agree as follows:

Commencing July 1st, 2017, said lease is hereby amended and modified to incorporate Addendum F.

STATE OF FLORIDA
Agreement for Modification

Bureau of Leasing, Department of Management Services Form 4040

Lease Number: 800:0331

Modification Number: 1

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the 27th day of June, 2017.

ANY MODIFICATION OF A LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

As to Lessor – Lessor, or authorized representative and two witnesses must sign, print name and enter date.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

D. B. Underhill, Chairman

Date: 6/22/2017

As to Lessee Agency – Agency head, or authorized delegate, and representative of Agency Office of General Counsel must sign, print name and enter date.

X Michele Cook Agency Head or Authorized Delegate	Michele Cook, Director Printed Name/Title	6.27.17 Date
X by Scott C. Wright Agency Office of General Counsel	Tonja Mathews, Asst. Gen. Counsel Printed Name	6-27-17 Date

As to the Department of Management Services – Chief Real Property Administrator (or authorized designee) and Secretary (or authorized delegate) must sign, print name and enter date. When applicable, DMS Office of General Counsel shall sign, print name and enter date.

X Michele Stevens Chief Real Property Administrator	Michele Stevens Printed Name/Title Bureau Chief of Leasing	6/28/17 Date
X N/A Secretary or Authorized	Printed Name	Date
X N/A DMS Office of General Counsel	Printed Name	Date

BCC Approved 06-22-2017

Approved as to form and legal sufficiency.
By/Title:
Date: Alison Rogers 6/21/17

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
Employment Eligibility Verification

ADDENDUM F **LEASE NUMBER:** 800:0331

Pursuant to Executive Order #11-02 (as Superceded by 11-116), Lessor agrees that it will enroll and participate in the Employment Eligibility Verification Program ("E-Verify Program") administered by the U.S. Department of Homeland Security ("DHS"), under the terms provided in the "Memorandum of Understanding" with DHS governing the program, to verify the employment eligibility of all persons it employs under the lease term to perform duties in Florida. Lessor further agrees to provide to the Lessee, as part of the leasing documents, documentation of such enrollment in the form of a copy of the "Edit Company Profile" page in E-Verify, which contains proof of enrollment in the E-Verify Program. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.) Information regarding "E-Verify" is available at the following website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1 .

Lessor further agrees that it will require each subcontractor that performs work under this lease to verify the employment eligibility of its employees hired during the term of this contract by enrolling and participating in the E-Verify Program within ninety days of the effective date of this lease or within ninety days of the effective date of the contract between the Lessor and the subcontractor, whichever is later. The Lessor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency and other authorized state officials upon request.

Lessor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Agency and other authorized state officials upon request.

Compliance with the terms of this **Employment Eligibility Verification** provision (including compliance with the terms of the "Memorandum of Understanding" with DHS) is hereby made an express condition of this lease.

Dept. of Juvenile Justice
Lessee

(x) Michele Cook
Lessee Signature

Michele Cook, Director
Name/Title

June 27th 2017
Date

LESSOR:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

D.B. Underhill, Chairman

Date Executed 6/22/2017

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FLA.

FM 4054K1 (R01/12)

EXHIBIT "A"

LEGAL DESCRIPTION

Legal description of the parcel of property being the site of the Juvenile Justice Center:

Six (6) acres of land in the Southeast center of the North half of Lot 2, Section 17, Township 2 South, Range 30 West, according to U. S. Official Survey, the said 6 acres being bounded as follows: Beginning at the Southeast corner of said N ½ of Lot 2, thence West 501.00 feet 4 inches to a stake, thence North 501 feet 4 inches to a stake, thence South along East line of said Lot 2 a distance of 501 feet 4 inches to point of beginning. The said N ½ of Lot 2 is suppose to be Lot 15 according to Plan subdivision said section 17 now on file in the Office of the Escambia County Abstract Company, Pensacola, Florida and reputed to have been made by Geo. Brainerd and Geo. W. McIntyre, said property being in Escambia County, Florida.

The detention area of said building thereon being leased to the Department of Juvenile Justice.

Exhibit "B"
Department of Juvenile Justice
Lease No.: 800:0331
Pensacola Detention Center
30,355 Sq. Ft./Net Rentable

Term	Base Rent $2.22 Sq. Ft.	Building Insurance @ 32.5%	Int and Ext. Maintenance, Pest Control, Janitorial Services @ $6.00/Sq Ft	Renovations, Permits, Design, Debt Service, Fire Inspection Fees, Assessments, Taxes @$1.50/per sq ft	5% County Overhead	Total	Annual	Monthly	Annual Rate Per Square Foot
July 1, 2017 - June 30, 2018	$ 67,388.10	$ 14,060.21	$ 182,130.00	$ 45,532.50	$ 15,455.54	$ 324,566.35	$ 324,566.35	$ 27,047.20	$ 10.69
July 1, 2018 - June 30, 2019	$ 69,409.74	$ 14,763.22	$ 187,593.90	$ 45,532.50	$ 15,864.97	$ 333,164.33	$ 333,164.33	$ 27,763.69	$ 10.98
July 1, 2019 - June 30, 2020	$ 71,492.04	$ 15,501.38	$ 193,221.72	$ 45,532.50	$ 16,287.38	$ 342,035.02	$ 342,035.02	$ 28,502.92	$ 11.27

Yearly a 3% Increase on Base Rent, Int and Ext Maintenance, Pest Control, & Janitorial Services. 5% increase for Insurance

Utilities will be billed separately at $4.11 with an increase of 3% per year and will be recalculated each year in January preceding the beginning of the new lease year.

	Utilities
July 1, 2017 - June 30, 2018	$ 124,759.05
July 1, 2018 - June 30, 2019	$ 128,501.82
July 1, 2019 - June 30, 2020	$ 132,356.88

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

UPDATED DISCLOSURE STATEMENT

Lease Number: 800:0331

Location: Escambia Regional Detention Center
1800 St. Mary Avenue
Pensacola, Florida 32502

The Disclosure of Ownership Statement, form FM 4114, currently on file dated 06/22/2007, remains valid and correct.

Lessor:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

D. B. Underhill, Chairman

Date: 6/22/2017

SEAL

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: 6/22/2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12385 **County Administrator's Report 13. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/22/2017
Issue: Juvenile Justice Detention Center Lease at 1800 St. Mary Street
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Juvenile Justice Detention Center Lease at 1800 St. Mary Street - Jack R. Brown, County Administrator

That the Board approve and authorize the Chairman to sign the State of Florida, Agreement for Modification, Bureau of Leasing, Department of Management Services Form 4040, for the extension of the Lease with the Department of Juvenile Justice, for the lease of 30,355 square feet located at the Theodore Bruno Juvenile Justice Center, 1800 St. Mary Street, Pensacola, Florida, , from July 1, 2017, to June 30, 2020.

[Funding: Rent from this Lease will be deposited into the General Fund (001). Rent for the first year will be $324,566.35]

BACKGROUND:

The current lease with the Department of Juvenile Justice Detention Center expires June 30, 2017. This Agreement for Lease Extension will extend the lease for an additional 3 years beginning July 1, 2017 and ending June 30, 2020. Lease payments will be adjusted annually per Exhibit B with the cost of utilities adjusted each January.

BUDGETARY IMPACT:

Rent from this lease will be deposited into the General Fund (001). Rent for the first year will be $324,566.35.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement for Lease Extension was prepared in conjunction with the County Attorney's Office, and was approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for Lease Agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

Attachments

Detention 3 Year Lease

THE DOCUMENT WAS RECEIVED AND SHOWN ON PAGES 30-50.

THE FOLLOWING WAS NOT PROVIDED TO THE CLERK'S OFFICE:

LEASE AGREEMENT NO.: 800:0331 EXTENSION WITH THE STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE, DIVISION OF DETENTION SERVICES, BUREAU OF CIRCUIT 1

BCC: 06-21-2007

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

DEPARTMENT: Administrative Services

FROM: **Jean A. Kassab, Director**

DATE: June 8, 2007

ISSUE: Juvenile Detention Facility Lease at 1800 St. Mary Street

RECOMMENDATION:

That the Board approve extension of a lease agreement with the State of Florida, Department of Juvenile Justice, Division of Detention Services, Bureau of Circuit 1 for the Juvenile Detention Facility located at 1800 St. Mary Street, Pensacola, Fl. For the lease of 30,355 square feet from July 1, 2007 to June 30, 2017.

BACKGROUND:

The current lease with the Department of Juvenile Justice expires June 30, 2007. This lease will be adjusted each January for the cost of utilities, maintenance, insurance and overhead.

BUDGETARY IMPACT:

Rent from this lease will be deposited into the General Fund. Rent for the first year will be $296,046.05.

LEGAL CONSIDERATIONS/SIGN-OFF:

Steve West, County Attorney's Office reviewed the lease and his comments are in the attached memo.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

N/A

IMPLEMENTATION REQUIREMENTS:

Signatures are required by both parties.

BCC June 21, 2007
Subject: Juvenile Detention Facility Lease at 1800 St. Mary Street
Date: June 8, 2007
Page 2 of 2

COORDINATION WITH OTHER AGENCIES/PERSONS:

The lease must be executed by the State of Florida.

CONCUR: George Touart, County Administrator

INTER-OFFICE MEMORANDUM

TO: Jean Kassab, Director, Administrative Services

FROM: Stephen G. West, Assistant County Attorney

DATE: June 7, 2007

RE: Juvenile Justice Center Lease

ESCAMBIA COUNTY

Enclosed please find the Juvenile Justice Center Lease Agreement, which I approve as to legal sufficiency. I would not normally approve of the form for obvious reasons. You may still submit this for approval by the Board of County Commissioners, the awkward form being the result of the Department of Juvenile Justice's (DJJ) insistence on using the form of lease published by the Department of Management Services (DMS) even though virtually all of the substantive provisions have been struck through.

Please note the following: In Article II of the DMS lease agreement, rent is to be paid during the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. In my opinion, Section 215.422 is not applicable to leases, and in general, I think it is a bad policy to have the County accept payment of rent in the month following the month of occupancy. But in this case there is probably little danger that the DJJ will skip out on paying its rent. To some extent, I think that the DJJ recognizes that Section 215.422, Florida Statutes, is not applicable because it has deleted from the DMS lease agreement (see Article XXII) the requirement to submit invoices, which are otherwise are required by Section 215.422.

Please note that you will still need to include the inventory of the DJJ's personal property as Exhibit C, as provided in Article IV of Addendum B.

The DJJ also requires the lease to include Addendums C, D, E, and a disclosure statement. These are probably not applicable to the County or its property. Nonetheless, in the interest of allowing this issue to proceed forward, I do not object if the DJJ insists on having these as part of the lease.

Please note that I have not reviewed the legal description to the Juvenile Justice Center.

Please feel free to call if you have any questions or require any additional information.

SGW/el
Enclosure

ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE

Date: 08-16-2007

TO: Doris Harris, Deputy Clerk

BCC: 06-21-2007

CAR II-7 Department of Management Services Lease Agreement with the State of Florida Department of Juvenile Justice, Division of Detention Services, Bureau of Circuit 1

Please Initial and Date
Below on Line Provided

alg 8/16/07

Shirley Gafford, Executive Assistant, County Administration

Attached is the Clerk's Original for filing with the Board's Minutes. This office kept a copy.

Thank you.

_____

Doris Harris, Deputy Clerk

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL.

2007 AUG 16 P 3:27

BOARD OF
COMMISSIONERS

Return This Cover Page & Documents (as applicable) to Shirley Gafford

Escambia County
Clerk's Original
6/21/2007 CAR II-7

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
LEASE AGREEMENT

2007-000791 BCC
Jun. 21, 2007 Page 30

LEASE NO.: 800:0331

THIS LEASE AGREEMENT, entered into this 21st day of June, 2007., between Escambia County, a political subdivision of the State of Florida party of the first part, hereinafter called the Lessor whose Federal Identification Number (F.E.I.D. or S.S.) is F59-6000598003 and the

State of Florida Department of Juvenile Justice
Division of Detention Services
Bureau of Circuit 1

party of the second part, hereinafter called the Lessee,

WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in the

Escambia Regional Detention Center	Pensacola	32502	Escambia
(Name of Building)	(City)	(Zip Code)	(County)

Florida, described as follows:

1800 St. Mary Avenue Pensacola, Florida as shown on the drawing attached as Exhibit A (Premises).

which shall constitute an aggregate area of **30,355** square feet of net rentable space measured in accordance with the Department of Management Services' Standard Method of Space Measurement, and which comprises approximately 35.5% of the 85,472 net square feet in the building at the rate of **(See Addendum "A", Attached hereto)** per square foot per year. The Lessor shall also provide parking spaces for the non-exclusive use of the Lessee as part of this lease agreement.

Date: 6/26/2007 Verified By: Ofarris

I TERM

TO HAVE AND TO HOLD the above described premises for a term commencing on the 1st day of July 2007 to and including the 30th day of June 2017.

II RENTALS

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this lease and the Lessee agrees to pay the Lessor the sum of **(See Addendum "A", Attached hereto)** per month for the rental period described in Article I of this lease. The rent for any fractional part of the first month shall be prorated. The rent shall be payable the month following the month of occupancy in accordance with Section 215.422, Florida Statutes. The rentals shall be paid to the Lessor at

Escambia County Clerk of Court

221 South Palafox Place	Pensacola	32502
(Address)	(City)	(Zip Code)

III HEATING, AIR CONDITIONING AND JANITORIAL SERVICES

~~1.a. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased premises during the term of the lease at the expense of the Lessor.~~

~~b. The Lessor agrees to maintain thermostats in the demised premises to achieve an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons and certifies that boilers herein have been calibrated to permit the most efficient operation.~~

~~*2. The Lessor agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the leased premises during the term of the lease at the expense of the Lessor.~~

~~3. All services required above shall be provided during the Lessee's normal working hours, which are normally from 7:30 a.m. to 5:30 p.m., Monday through Friday excluding state holidays.~~

IV LIGHT FIXTURES

~~1.a. The Lessor agrees to install in the demised premises light fixtures for the use of the Lessee.~~

~~*b. The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.~~

~~2. The Lessor certifies that the lighting levels within the demised premises are maintained at and do not exceed the following levels: 10 foot candles in halls and corridors; 30 foot candles in other public areas; a minimum of 50 foot candles in office, conference rooms, and other levels as set forth in the State Energy Management Plan, Volume II, Section F.~~

V MAINTENANCE AND REPAIRS

1. The Lessor shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including repainting, the replacement of worn or damaged floor covering and repairs or replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this lease, keep the interior of the demised premises in as good a state of repair as it is at the time of the commencement of this lease, reasonable wear and tear and unavoidable casualties excepted.

2. The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this lease and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents or employees.

3. The Lessor shall maintain the interior and exterior of the demised premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

4. The Lessor agrees to furnish pest control services for the leased premises during the term of the lease at the expense of the Lessor.

*VI UTILITIES

That the Lessor will promptly pay all gas, water, sewer, solid waste, power and electric light rates or charges which may become payable during the term of this lease for the gas, water, sewer and electricity used and disposal of solid waste generated by the Lessee on the premises; and if the lease is for 5,000 square feet or greater, separately metered for all energy and fuels which may be consumed by Lessee, alone, Lessor will provide Lessee, in a form and manner agreed upon, timely and accurate data on Lessee's monthly consumption or use of electricity, natural gas, LP gas and/or fuel oil, as appropriate, pursuant to Section 255.257, Florida Statutes.

* These are the only Articles in which the word "Lessor" can be changed to "Lessee" by the Lessee without authorization from the Division of Facilities Management. (Rule 60H-1.003 Florida Administrative Code)

VII ACCESSIBILITY STANDARDS AND ALTERATIONS

1. The Lessor agrees that the demised premises now conform, or that, prior to Lessee's occupancy, said premises shall, at Lessor's expense, be brought into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 – 553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirement of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, Known as the "Americans with Disabilities Act of 1990."

2. That the Lessee shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Lessor. The Lessor shall not capriciously withhold the consent to any such alterations.

VIII INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee for loss or damage to the property.

IX FIRE AND OTHER HAZARDS

1. In the event that the demised premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to such demised premises at its own cost and expense. The rental thereon shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rentals paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed, so that the major part thereof is usable by the Lessee, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the lease shall then continue the balance of the term.

2. The Lessor shall provide for fire protection during the term of this lease in accordance with the fire safety standards of the State Fire Marshal. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The Lessor agrees that the demised premises shall be available for inspection by the State Fire Marshal, prior to occupancy by the Lessee, and at any reasonable time thereafter.

3. The Lessor certifies that no asbestos was used in the construction of the demised premises or that if asbestos was used, actions have been completed to correct the hazards caused by the use of asbestos.

4. The Lessor certifies that if any radon is present, it is at a measurement level less than 4 PCI/L.

X EXPIRATION OF TERM

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

XI SUBLETTING AND ASSIGNMENT

The Lessee upon obtaining written consent of the Lessor, which written consent shall not capriciously be withheld, shall have the right to sublet all or any part of the demised premises or to assign all or any part of the demised premises.

XII NOT CONSENT TO SUE
~~The terms or conditions of this lease shall not be construed as consent of the State of Florida to be sued because of said lease.~~

XIII WAIVER OF DEFAULTS
~~The waiver by the Lessee of any breach of this lease by the Lessor shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this lease.~~

XIV RIGHT OF LESSOR TO INSPECT
~~The Lessor, at all reasonable times, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this lease.~~

XV BREACH OF COVENANT
~~These presents are upon this condition, that, except as provided in this lease, if the Lessee shall neglect or fail to perform or observe any covenant herein contained, which on the Lessee's part is to be performed, and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the Lessor to the Lessee, then the Lessor lawfully may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the demised premises, or any part thereof, and repossess the same as of their former estate and expel the Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's covenants herein contained.~~

XVI ACKNOWLEDGMENT OF ASSIGNMENT
That the Lessee upon the request of the Lessor shall execute such acknowledgment or acknowledgments, or any assignment, or assignments, of rentals and profits made by the Lessor to any third person, firm or corporation, provided that the Lessor will not make such request unless required to do so by the Mortgagee under a mortgage, or mortgages executed by the Lessor.

XVII TAXES AND INSURANCE
~~Lessor shall pay all real estate taxes and fire insurance premiums on the demised premises. Lessor shall not be liable to carry fire insurance on the person or property of the Lessee or any other person or property which may now or hereafter be placed in the demised premises.~~

XVIII AVAILABILITY OF FUNDS
The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. F.S. 255.2502.

XIX USE OF PREMISES
~~The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or any use or occupancy thereof contrary to the laws of the State of Florida or to such Ordinances of the City and/or County in which the demised premises are located, now or hereinafter made, as may be applicable to the Lessee.~~

XX RENEWAL
~~The Lessee is hereby granted the option to renew this lease for an additional 2-5(five)years(s) upon the same terms and conditions or as specified on attached addendum. If the Lessee desires to renew this lease under the provisions of this Article, it shall give the Lessor written notice thereof not more than six months nor less than three months prior to the expiration of the term provided in Article I of this Lease or any applicable renewal period.~~

XXI RIGHT TO TERMINATE
The Lessee shall have the right to terminate, without penalty, this lease in the event a State owned building becomes available to the Lessee for occupancy during the term of said lease for the purposes for which this space is being leased in the County of Excambia, Florida, upon giving six (6) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested.

XXII NOTICES AND INVOICES
All notices required to be served upon the Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, at

Escambia County
Office of the County Administrator
221 South Palafox Place (Street) | Pensacola (City) | 32591-1591 (Zip Code)

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at the address of the Lessee at

Department of Juvenile Justice
2737 Centerview Drive, Suite 200 (Street) | Tallahassee (City) | 32399-3100 (Zip Code)
Invoices, in triplicate, shall be submitted monthly to: N/A

XXIII DEFINITION OF TERMS

1) The terms "lease," "lease agreement," or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this lease.
2) The terms "Lessor" and "Lessee" shall include the successors and assigns for the parties hereto.
3) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XXIV ADDITIONAL TERMS

(Check One)

__X__ All additional covenants or conditions appear on attached Addendum(s)A, B, C, D, E, Exhibit A, B, C.

_____ No additional covenants or conditions form a part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ANY LEASE AGREEMENT SHALL NOT BECOME LEGALLY EFFECTIVE UNTIL APPROVED/ACCEPTED BY THE DEPARTMENT OF MANAGEMENT SERVICES.

ORIGINAL SIGNATURES REQUESTED ON ALL COPIES

Signed, sealed and delivered in the presence of:

Witness Signature

Print or Type Name of Witness

Witness Signature

Print or Type Name of Witness

As to President, General Partner, Trustee

Name of Corporation, Partnership, Trust, etc.:
ESCAMBIA COUNTY, FLORIDA
By and through it's duly authorized
BOARD OF COUNTY COMMISSIONERS

By: K W White (SEAL)
Kevin W. White, Chairman

ATTEST: Patricia M. Hall (SEAL)
Ernie Lee Magaha, Clerk of the Circuit Court
Board Approved:

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

Signed, sealed and delivered in the presence of:
Betty C Dennis
Witness Signature
Betty C Dennis
Print or Type Name of Witness
Eileen S. Sewell
Witness Signature
EILEEN S. SEWELL
Print or Type Name of Witness
AS TO LESSEE

LESSEE:
STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

By: Laura I. Jennings
Laura I. Jennings, Director
Purchasing, Leasing & Land Acquisition Section

APPROVED AS TO CONDITIONS AND NEED THEREFOR
DEPARTMENT OF MANAGEMENT SERVICES

General Services Manager,
Bureau of Real Property Management

Director
Division of Facilities Management

APPROVAL DATE: 8-9-07

APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES

GENERAL COUNSEL
DEPARTMENT OF MANAGEMENT SERVICES

By: _____
Print or Type Name

APPROVAL DATE: 8/9/07

APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES

GENERAL COUNSEL
DEPARTMENT OF JUVENILE JUSTICE

By: _____
Tonja White
Asst. General Counsel

APPROVAL DATE: 7-16-07

BCC APPROVED 6-21-2007

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date June 8, 2007

DEPARTMENT OF JUVENILE JUSTICE
LEASE NO.: 800:0331
LOCATION: Pensacola Detention Center
RENTAL RATE ADDENDUM "A"
30,355 square feet/net rentable

RENTAL RATES:
The Lessee shall pay the Lessor the following rates for terms as specified below. All amounts from July 1, 2008 forward are estimates only at 3% increase per year and will be recalculated each year in January preceding the beginning of the new lease year as outlined in Addendum "B", Article 1. Rental Payments.

A) Rental from July 1, 2007 to and including June 30, 2008

Monthly Rental $24,420.50
(Twenty four thousand - four hundred twenty and 50/100 dollars)
Rate Per Square Foot $9.65

B) Rental from July 1, 2008 to and including June 30, 2009

Monthly Rental $25,236.90
(Twenty five thousand - two hundred thirty six and 90/100 dollars)
Rate Per Square Foot $9.98

C) Rental from July 1, 2009 to and including June 30, 2010

Monthly Rental $26,081.97
(Twenty six thousand – eighty one and 97/100 dollars)
Rate Per Square Foot $10.31

D) Rental from July 1, 2010 to and including June 30, 2011

Monthly Rental $26,956.79
(Twenty six thousand - nine hundred fifty six and 79/100 dollars)
Rate Per Square Foot $10.66

E) Rental from July 1, 2011 to and including June 30, 2012

Monthly Rental $27,862.48
(Twenty seven thousand – eight hundred sixty two and 48/100 dollars)
Rate Per Square Foot $11.01

DEPARTMENT OF JUVENILE JUSTICE
LEASE NO.: 800:0331
LOCATION: Pensacola
RENTAL RATE ADDENDUM "A"
30,355 square feet/net rentable
(Continued)

RENTAL RATES:
The Lessor shall be paid by the Lessee the following rates for the terms as specified below. All amounts from July 1, 2008 forward are estimates only at 3% increase per year and will be recalculated each year in January preceding the beginning of the new lease year as outlined in Addendum "B", Article 1. Rental Payments.

F) Rental from July 1, 2012 to and including June 30, 2013

Monthly Rental $28,800.18
(Twenty eight thousand – eight hundred and 18/100 dollars)
Rate Per Square Foot $11.39

G) Rental from July 1, 2013 to and including June 30, 2014

Monthly Rental $29,771.11
(Twenty nine thousand –seven hundred seventy one and 11/100 dollars)
Rate Per Square Foot $11.77

H) Rental from July 1, 2014 to and including June 30, 2015

Monthly Rental $30,776.51
(Thirty thousand - seven hundred seventy six and 51/100 dollars)
Rate Per Square Foot $12.17

I) Rental from July 1, 2015 to and including June 30, 2016

Monthly Rental $31,817.69
(Thirty one thousand – eight hundred seventeen and 69/100 dollars)
Rate Per Square Foot $12.58

J) Rental from July 1, 2016 to and including June 30, 2017

Monthly Rental $32,895.99
Thirty two thousand – eight hundred ninety five and 99/100 dollars)
Rate Per Square Foot $13.00

LESSOR:
Escambia County, Board of County Commissioners

(SEAL)

Kevin W. White, Chairman

LESSEE:
Department of Juvenile Justice

Laura I. Jennings, Director
Purchasing, Leasing & Land Acquisition

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date June 8, 2007

BOARD OF COUNTY COMMISSIONERS ESCAMBIA FLORIDA

SEAL
ATTEST ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
BY: Patricia M. Cotton
DEPUTY CLERK

BCC APPROVED 6-21-2007
Date Executed
6-26-07

Department of Juvenile Justice
Lease No.: 800:0331
Addendum "B"

I. RENTAL PAYMENTS

Lessee shall pay to Lessor rent as shown in the attached Exhibit B. As used in this Lease, the term "Rent" shall include a base rental rate and the cost, if any, of insurance, renovations, interior and exterior maintenance, janitorial services, pest control, design and/or repair of infrastructure, debt service for capital improvements, permits, fire inspection certification, taxes and assessments. On or before January 1 of each year, Lessor shall revise the Rent for the following year to accurately reflect amounts of the costs comprising Rent. Lessee shall bear all other expenses associated with its use of the premises, including, but not limited to, occupational licensees, telephone service, cable television service, and internet service, and the security system/closed circuit television system.

II. HEATING AND AIR CONDITIONING AND JANITOR SERVICES

1. Lessor shall operate and maintain the heating and air conditioning equipment for the Premises during the term of the Lease.

2. The parties agree that the thermostats in the Premises shall remain between 68 and 78 degrees Fahrenheit. Lessor certifies that the chillers located in the Premises have been calibrated to permit the most efficient operation.

3. Lessor shall furnish janitorial services during all business days, excluding weekends and holidays, and all janitorial supplies and solid waste disposal.

4. Except for the janitorial services described above, all other services required to be provided by Lessor shall be available 24 hours per day, 365 days per year.

III. LIGHT FIXTURES

Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in light fixtures.

IV. MAINTENANCE AND REPAIRS

1. Lessor shall provide interior maintenance and repairs, including repainting, replacement of worn or damaged floor covering, and repairs or replacement of infrastructure, as may be necessary due to normal usage.

2. Lessor shall maintain, and repair the exterior of the Premises including doors, roof, windows, structural components, fixtures, grounds and parking areas, electrical systems, HVAC system, plumbing, and fire protection systems.

3. Lessee shall bear the costs, which shall be paid as additional rent, for all negligent or intentional damage to the Premises caused by Lessee, its officers, agents, employees, detainees, or related parties.

4. Lessee shall maintain and repair the exercise and recreation area within the Premises and all personal property, improvements or fixtures, installed or kept on the Premises by Lessee. An inventory of all Lessee's personal property is included as Exhibit C, which shall be updated annually by Lessee.

V. UTILITIES

Lessee acknowledges that Lessor does not warrant that any of the utility services, or any other services which Lessor may supply, will be free from interruption. Interruptions of utility services under the control of the Lessor shall not be suspended for more than twenty four (24) hours. Not withstanding the foregoing, Lessee acknowledges that any services interrupted by strikes or lockouts, operation of law, acts of God, or other similar causes are beyond the control of Lessor, and Lessor agrees to restore utility service in these circumstances as quickly as reasonably possible. No such interruption or discontinuance of service for the foregoing reasons will be deemed a breach of this Lease or disturbance of Lessee's use and possession of the Premises or render Lessor liable to Lessee for damages or abatement of Rent or otherwise relieve Lessee from the responsibility of performing any of Lessee's obligations under this Lease. Notwithstanding anything to the contrary in the Lease, Lessor may bill Lessee for the cost of an unexpected increase in utility use if the increased cost is due to the intentional acts, misuse, or improper conduct of Lessee or its agents.

VI. HANDICAPPED STANDARDS AND ALTERATIONS

1. Lessee acknowledges that the Premises complies with the requirements of Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501-553.513, Florida Statues, and the Americans with Disabilities Act of 1990.

2. Lessee shall have the right to make any alterations in and to the Premises during the term of the lease after first having obtained the written consent of Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

3. Any improvements made by Lessee shall be deemed to be part of the Premises unless otherwise provided by the parties when consent is obtained and shall not be removed by Lessee when it vacates the Premises. Title to any improvements shall vest in Lessor without payment of any nature to Lessee. Lessee shall be responsible for all permits, inspections and certificates necessary for any alterations it performs to the Premises. Lessee shall obtain lien waivers for all work done in or to the Premises.

4. All personal property, as distinguished from improvements, owned by Lessee and located on the Premises, shall remain the property of Lessee and may be removed at any time. Notwithstanding the foregoing, Lessee shall repair any damage to the Premises caused by the

removal of its personal property and shall restore the Premises to substantially the same condition as existed prior to the installation or use of Lessee's personal property.

5. Lessor shall have the right to make changes in and about the Premises upon fifteen (15) days notice to Lessee. Such changes may include, but are not limited to, rehabilitation, redecoration, refurbishment and repair of the building and expansion of or structural changes to the building. The right of Lessee to quiet enjoyment and peaceful possession given under the Lease will not be deemed breached or interfered with by reason of Lessor's actions pursuant to this section.

VII. INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be brought or maintained on the Premises by Lessee during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee or any injury, loss or damage to such property or to any person on the Premises.

VIII. FIRE AND OTHER HAZARDS

1. In the event the Premises, or the major part thereof, are destroyed by fire, storm or other casualty, Lessor at its option may repair the damage at its own cost and expense. Rent shall cease until the completion of such repairs and Lessor shall refund the pro rata portion of any Rent paid in advance by Lessee prior to such destruction. Should the Premises be only partly destroyed, so that the major part thereof is usable by Lessee, then Rent shall abated to the extent the injured or damaged part(s) bears to the whole of the Premises and the injury or damage shall be restored by Lessor as soon as reasonably practical and upon the completion of such repairs the full Rent shall resume and the Lease shall then continue for the balance of the term.

2. Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment. Lessor agrees the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.

3. Lessor discloses that asbestos was used in the construction of the Premises and remedial actions have been completed.

IX. EXPIRATION OF TERM

At the expiration of the term Lessee will peaceably return to Lessor the Premises substantially in the condition that existed immediately prior to Lessee's possession of the Premises.

X. SUBLETTING AND ASSIGNMENT

Lessee shall not sublet or assign all or any part of the Premises without first obtaining the written consent of Lessor.

XI. NO CONSENT TO SUE

The terms and conditions of this Lease shall not be construed as consent of the State of Florida to be sued for torts unless otherwise permitted by Section 768.28, Florida Statutes.

XII. WAIVER OF DEFAULTS

The waiver by Lessor of any breach of the terms and conditions of this Lease by Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by the Lease.

XIII. RIGHT OF LESSOR TO INSPECT

At all reasonable times, Lessor may enter the Premises for the purpose of inspecting and making any repairs as may be required under the terms of this Lease. Lessor's right of entry will be exercised after reasonable notice to the Lessee. In an emergency, Lessor or its agents may enter the Premises, without notice, to address the emergency condition.

XIV. BREACH OF COVENANT

If Lessee shall neglect or fail to perform or observe a term or condition of the Lessee, and such default shall continue for a period of thirty (30) days after receipt of written notice from Lessor, then Lessor may, without further notice or demand, enter and repossess the Premises, or any part thereof, and expel Lessee and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass. Upon exercise of Lessor's authority to enter and repossess the Premises, this Lease shall terminate but without prejudice to any remedy which might otherwise be used by Lessor for unpaid Rent or for any other breach by Lessee.

XV. TAXES AND INSURANCE

Lessor shall pay all real estate taxes, if any, and fire insurance premiums on the Premises. Lessor shall not be responsible to obtain insurance coverage against loss to personal property belonging to Lessee or any other person.

XVI. USE OF PREMISES

Lessee will not make or suffer any unlawful, improper, or offensive use of the Premises or any use or occupancy contrary to the laws of the State of Florida or local ordinances in which the Premises are located. Lessee shall use the Premises solely as a juvenile detention center.

XVII. RIGHT TO TERMINATE

Either party may terminate this Lease, without penalty, for cause or convenience after first giving six (6) months written notice to the other by certified mail, return receipt requested.

XVIII. ENTIRE AGREEMENT

This Lease contains the entire agreement between Lessor and Lessee and supersedes all prior oral and written agreements. This Lease may be modified in writing dated and signed by Lessor and Lessee after the date of this Lease.

XIX. SECURITY DEPOSIT

No security deposit shall be due.

XX. SECURITY

1. Lessor shall install and repair a system of door locks and other entry and exit control devices to restrict access to the building and Premises by the public, and Lessee shall provide a security system required by law and necessary for the safe operation of the Premises. Lessee agrees to report promptly the loss or theft of all keys and/or access cards that would permit unauthorized entrance to the building or Premises and any break-in or other emergency.

2. Lessee acknowledges that the system of door locks and entry and exit control devices may be suspended or modified at Lessor's discretion with reasonable notice to Lessee or as a result of causes beyond the reasonable control of Lessor. No such suspension, or modification will constitute a disturbance of Lessee's use and possession of the Premises, nor further render Lessor liable to Lessee or third-parties for damages, abatement of Rent, or otherwise relieve Lessee of the responsibility of performing its obligations under this Lease.

XXI. COMPLIANCE WITH LAWS AND PROCEDURES

Lessee agrees to comply at all times with all applicable laws, guidelines, rules, regulations and requirements, whether federal, state, or local, applicable to the Premises and the building, including the Americans with Disabilities Act of 1990, and those for the correction, prevention and abatement of nuisances, unsafe conditions, or other grievances. Accordingly, Lessee agrees that Lessee and its officers, agents, employees, detainees, and related partners, shall comply with all programs and guidelines, if any, implemented or promulgated from time to time by Lessor, in order to reduce the risk of injury from environmental concerns. The following disclosure is made in accordance with Florida Law:

> Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time.
>
> Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

XXII. LESSOR'S RIGHT TO PERFORM FOR LESSEE

If Lessee fails to observe or perform any term or condition of this Lease within the default period, then Lessor may immediately or at any time thereafter perform the same on behalf of Lessee. If Lessor makes any expenditure or incurs any obligation to pay money in connection with such performance for Lessee's account, Lessee agrees to reimburse Lessor for the sums paid or obligations incurred in accordance with Florida Law.

XXIII. LIENS

No interest of Lessor shall be subject to liens for improvements made by Lessee or caused to be made by Lessee, and Lessee shall promptly notify the contractor making such improvements to the Premises of this provision exculpating Lessor's liability for such liens. Notwithstanding the foregoing, if any mechanic's lien or other lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the building or the Premises or the leasehold created by this Lease, or any alterations, fixtures or improvements located on the Premises, as a result of any action or inaction done by or at the direction of Lessee or any of Lessee's agents, Lessee will discharge same of record within thirty (30) days after the filing thereof, failing which Lessee will be in default under this Lease.

XXIV. TRANSFER BY LESSOR

If Lessor's interest in the building terminates by reason of a bona fide sale or other transfer, Lessor will, upon transfer, be released from further liability to Lessee under this Lease so long as the Lessee's interest is compensated.

XXV. MISCELLANEOUS

1. If any term or condition of this Lease or the application thereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease will be construed in accordance with the laws of the State of Florida.

2. This Lease shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions.

3. Each party warrants that this Lease has been duly authorized, executed and delivered by their duly authorized representatives.

IN WITNESS WHEREOF Lessor and Lessee hereby execute this Lease on the date first written above.

LESSOR:

ESCAMBIA COUNTY, FLORIDA
by and through it's duly authorized
BOARD OF COUNTY COMMISSIONERS

Kevin W. White, Chairman

BCC APPROVED 6-21-2007

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date June 8, 2007

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

Board Approved: 6-21-2007

Date Executed
6-26-2007

WITNESSES:

Print Name

Print Name

LESSEE:

STATE OF FLORIDA DEPARTMENT
OF JUVENILE JUSTICE

By: Laura I. Jennings, Director
Purchasing, Leasing, and Land Acquisitions

APPROVED AS TO CONDITIONS AND NEED THEREFOR DEPARTMENT OF MANAGEMENT SERVICES	APPROVED AS TO FORM AND LEGALITY, SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES	APPROVED AS TO FORM AND LEGALITY SUBJECT ONLY TO FULL AND PROPER EXECUTION BY THE PARTIES
General Services Manager, Bureau of Real Property Management	GENERAL COUNSEL DEPARTMENT OF MANAGEMENT SERVICES	GENERAL COUNSEL DEPARTMENT OF JUVENILE JUSTICE
Director Division of Facilities Management	By: Print or Type Name	By: for Tonja White Asst. General Counsel
APPROVAL DATE:	APPROVAL DATE:	APPROVAL DATE:

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

PUBLIC ENTITY CRIME STATEMENT

REQUIRED ADDENDUM C

LEASE NUMBER: 800:0331

Public Entity Crime Statement: 287.133 Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the department:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Date Executed
6-26-2007

Lessor:
Escambia County, Florida
By and through it's duly authorized
Board of County Commissioners

Kevin W. White, Chairman

June 22, 2007
Date

This document approved as to form and legal sufficiency.
By SGWest
Title Asst. County Attorney
Date June 6, 2007

ATTEST: ERNIE LEE MAGAHA SEAL
CLERK OF THE CIRCUIT COURT
BY: Patricia M. Hall
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY FL

FM 4054E (R05/04)

BCC APPROVED 6-21-2007

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

PUBLIC HURRICANE EVACUATION SHELTER

ADDENDUM E

LEASE NUMBER: 800:0331

Pursuant to Chapter 252.385 (4)(b) F.S.; facilities that are solely occupied by state agencies and have at least 2,000 square feet of net rentable space in a single room or a combination of rooms each having a minimum of 400 square feet may be required to serve as a public hurricane evacuation shelter at the request of the local emergency management agencies.

It is hereby agreed and understood that in the event the facility being leased is selected for use as an emergency shelter the lessor, upon receiving notice form the Emergency Management Center, shall make the building available as a public hurricane evacuation shelter.

Lessor:
Escambia County, Florida
By and through it's duly authorized
Board of County Commissioners

Kevin W. White, Chairman

June 22, 2007
Date

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
BY: Patricia M. Cotton
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Lessee:
Department of Juvenile Justice

Laura I. Jennings, Director
Purchasing, Leasing and Land Acquisition

7/15/07
Date

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date June 8, 2007

FM 4054F (R05/04)

BCC APPROVED 6-21-2007

STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

DISCRIMINATION

REQUIRED ADDENDUM "D"

LEASE NUMBER: 800:0331

An entity who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a contractor, supplier subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

LESSOR:
Escambia County, Florida
By and through it's duly authorized
Board of County Commissioners

Kevin W. White, Chairman

BCC APPROVED 6-21-2007

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date June 8, 2007

LESSEE:
Department of Juvenile Justice

Laura I. Jennings, Director
Purchasing, Leasing, and Land Acquisition Section
Bureau of General Services

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
BY: DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS SEAL

FM 4054G (R05/04)

Date Executed
6-26-2007

EXHIBIT "A"

LEGAL DESCRIPTION

Legal description of the parcel of property being the site of the Juvenile Justice Center:

Six (6) acres of land in the Southeast center of the North half of Lot 2, Section 17, Township 2 South, Range 30 West, according to U. S. Official Survey, the said 6 acres being bounded as follows: Beginning at the Southeast corner of said N ½ of Lot 2, thence West 501.00 feet 4 inches to a stake, thence North 501 feet 4 inches to a stake, thence South along East line of said Lot 2 a distance of 501 feet 4 inches to point of beginning. The said N ½ of Lot 2 is suppose to be Lot 15 according to Plan subdivision said section 17 now on file in the Office of the Escambia County Abstract Company, Pensacola, Florida and reputed to have been made by Geo. Brainerd and Geo. W. McIntyre, said property being in Escambia County, Florida.

The detention area of said building thereon being leased to the Department of Juvenile Justice.

Exhibit "B"
Department of Juvenile Justice
Lease No.: 800:0331
Pensacola Detention Center
30,355 Sq. Ft./Net Rentable

Term	Base Rent	Building Only Excludes Contents Insurance @ 32.5%	Int and Ext. Maintenance, Pest Contol, Janitorial Service @$4.47/sq ft	Renovations, permits, design, debt service, fire inspection fees, assessments, taxes @ $1.50/per sq ft	5% County Overhead	Total	Annual	Monthly	Annual Rate Per Square Foot
July 1, 2007 - June 30, 2008	**$ 50,000.00**	**$ 47,872.13**	**$ 135,686.85**	**$ 45,532.50**	**$ 13,954.57**	**$ 293,046.05**	**$293,046.05**	**$ 24,420.50**	**$ 9.65**
July 1, 2008 - June 30, 2009	*$ 51,500.00*	*$ 50,265.74*	*$ 139,757.46*	*$ 46,898.48*	**$ 14,421.08**	*$ 302,842.75*	*$302,842.75*	*$ 25,236.90*	**$ 9.98**
July 1, 2009 - June 30, 2010	*$ 53,045.00*	*$ 52,779.02*	*$ 143,950.18*	*$ 48,305.43*	**$ 14,903.98**	*$ 312,983.61*	*$312,983.61*	*$ 26,081.97*	**$ 10.31**
July 1, 2010 - June 30, 2011	*$ 54,636.35*	*$ 55,417.97*	*$ 148,268.68*	*$ 49,754.59*	**$ 15,403.88**	*$ 323,481.48*	*$323,481.48*	*$ 26,956.79*	**$ 10.66**
July 1, 2011 - June 30, 2012	*$ 56,275.44*	*$ 58,188.87*	*$ 152,716.75*	*$ 51,247.23*	**$ 15,921.41**	*$ 334,349.70*	*$334,349.70*	*$ 27,862.48*	**$ 11.01**
July 1, 2012 - June 30, 2013	*$ 57,963.70*	*$ 61,098.32*	*$ 157,298.25*	*$ 52,784.65*	**$ 16,457.25**	*$ 345,602.16*	*$345,602.16*	*$ 28,800.18*	**$ 11.39**
July 1, 2013 - June 30, 2014	*$ 59,702.61*	*$ 64,153.23*	*$ 162,017.19*	*$ 54,368.19*	**$ 17,012.06**	*$ 357,253.29*	*$357,253.29*	*$ 29,771.11*	**$ 11.77**
July 1, 2014 - June 30, 2015	*$ 61,493.69*	*$ 67,360.89*	*$ 166,877.71*	*$ 55,999.23*	**$ 17,586.58**	*$ 369,318.10*	*$369,318.10*	*$ 30,776.51*	**$ 12.17**
July 1, 2015 - June 30, 2016	*$ 63,338.50*	*$ 70,728.94*	*$ 171,884.04*	*$ 57,679.21*	**$ 18,181.53**	*$ 381,812.23*	*$381,812.23*	*$ 31,817.69*	**$ 12.58**
July 1, 2016 - June 30, 2017	*$ 65,238.66*	*$ 74,265.38*	*$ 177,040.56*	*$ 59,409.58*	**$ 18,797.71**	*$ 394,751.90*	*$394,751.90*	*$ 32,895.99*	**$ 13.00**

*** All amounts from July 1 2008 on are estimates only at 3% increase per year and will be recalculated each year in January preceeding the beginning of the new lease year.**

Utilities will be bill separately at $3.39 per sq ft	**Utilities**
July 1, 2007 - June 30, 2008	**$ 102,903.45**
July 1, 2008 - June 30, 2009	*$ 105,990.55*
July 1, 2009 - June 30, 2010	*$ 109,170.27*
July 1, 2010 - June 30, 2011	*$ 112,445.38*
July 1, 2011 - June 30, 2012	*$ 115,818.74*
July 1, 2012 - June 30, 2013	*$ 119,293.30*
July 1, 2013 - June 30, 2014	*$ 122,872.10*
July 1, 2014 - June 30, 2015	*$ 126,558.26*
July 1, 2015 - June 30, 2016	*$ 130,355.01*
July 1, 2016 - June 30, 2017	*$ 134,265.66*

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EXHIBIT C
Lease No.: 800:0331
Escambia County Detention Center

FL Rm	ITEM	MANUF	AQCOST	ORG	LO	CA	TION	SERIAL	DESC
	80000700	DELL	$637.00	80411001250	17	94	0008	DNVGV21	CPU, GX260
	14003216	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB247	CPU, EVO D500
	14003213	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB169	CPU, EVO D500
	14003212	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB212	CPU, EVO D500
	14003210	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB211	CPU, EVO D500
	14003209	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB185	CPU, EVO D500
	14003206	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZA704	CPU, EVO D500
	14003208	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB207	CPU, EVO D500
	14003217	COMPAQ	$780.00	80411001250	17	94	0008	V218JYFZB146	CPU, EVO D500
	20008025	DELL	$864.88	80411001250	17	94	0008	C9R42B1	CPU, GX520
	20008016	DELL	$864.88	80411001250	17	94	0008	49R42B1	CPU, GX520
	20008027	DELL	$864.88	80411001250	17	94	0008	5BR42B1	CPU, GX520
	20008026	DELL	$864.88	80411001250	17	94	0008	H8R42B1	CPU, GX520
	20008014	DELL	$864.88	80411001250	17	94	0008	99R42B1	CPU, GX520
	20008024	DELL	$864.88	80411001250	17	94	0008	H9R42B1	CPU, GX520
	20008028	DELL	$864.88	80411001250	17	94	0008	19R42B1	CPU, GX520
	20008021	DELL	$864.88	80411001250	17	94	0008	29R42B1	CPU, GX520
	20008015	DELL	$864.88	80411001250	17	94	0008	39R42B1	CPU, GX520
	20008017	DELL	$864.88	80411001250	17	94	0008	F9R42B1	CPU, GX520
	20008018	DELL	$864.88	80411001250	17	94	0008	3BR42B1	CPU, GX520
	20008020	DELL	$864.88	80411001250	17	94	0008	4BR42B1	CPU, GX520
	20008022	DELL	$864.88	80411001250	17	94	0008	2BR42B1	CPU, GX520
	20008023	DELL	$864.88	80411001250	17	94	0008	J9R42B1	CPU, GX520
	20008019	DELL	$864.88	80411001250	17	94	0008	1BR42B1	CPU, GX520
	20008013	DELL	$864.88	80411001250	17	94	0008	79R42B1	CPU, GX520
	02003029	GATEWAY	$930.00	80411001250	17	94	0008	0023822565	CPU, 1600SE
	02003030	GATEWAY	$930.00	80411001250	17	94	0008	0023822566	CPU, E1600
	02003175	DELL	$984.00	80411001250	17	94	0008	2VNNN01	CPU, GX150
	02003174	DELL	$984.00	80411001250	17	94	0008	JTNNN01	CPU, GX150
	01002856	DELL	$984.00	80411001250	17	94	0008	3FCLN01	CPU, GX150
	02003176	DELL	$984.00	80411001250	17	94	0008	GTNNN01	CPU, GX150

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EXHIBIT C
Lease No.: 800:0331
Escambia County Detention Center

	02003177	DELL	$984.00	80411001250	17	94	0008	4VNNN01	CPU, GX150
	02003178	DELL	$984.00	80411001250	17	94	0008	CTNNN01	CPU, GX150
00KITCH	01000547	ROBOT COUP	$1,065.00	80411001250	17	94	0008	98131473	FOOD PROCESSOR
	20005075	DELL	$1,142.00	80411001250	17	94	0008	4KWUY	CPU, GX1
	20005076	DELL	$1,142.00	80411001250	17	94	0008	4KX1P	CPU, GX1
	20005070	DELL	$1,142.00	80411001250	17	94	0008	4KWZU	CPU, GX1
	20005072	DELL	$1,142.00	80411001250	17	94	0008	4KX4U	CPU, GX1
	20007123	PHILLIPS	$1,150.00	80411001250	17	94	0008	B06D00865	DEFIBRILLATOR
	20005725	DELL	$1,186.00	80411001250	17	94	0008	8VNGU	CPU, GX1
	20005724	DELL	$1,186.00	80411001250	17	94	0008	8VNJE	CPU, GX1
	20005738	DELL	$1,186.00	80411001250	17	94	0008	8VNGS	CPU, GX1
	04003076	DELL	$1,200.00	80411001250	17	94	0008	67851	CPU, GL
	02000741	DELL	$1,201.00	80411001250	17	94	E924	6QPCJ01	CPU, GX110
	20007088	DELL	$1,326.62	80411001250	17	94	0008	J0TTR91	LAPTOP, LATITUDE 110L
00ADMHAL	20007215	FELLOWES	$1,346.75	80411001250	17	94	0008	CRC384251	SHREDDER
020207	01000832	HEWLETT PA	$1,409.27	80411001250	17	94	0008	USKB151363	PRINTER, LASERJET 5N
010005	01000202	HEWLETT PA	$1,486.35	80411001250	17	94	0008	USTC122451	PRINTER, LASERJET 4
020210	01000529	HEWLETT PA	$1,486.35	80411001250	17	94	0008	USTC122457	PRINTER, LASERJET 4
	20003727	XEROX	$1,544.00	80411001250	17	94	0008	LE9004859	PRINTER, DOCUPRINT N2125
	20002803	DELL	$1,564.00	80411001250	17	94	0008	6IPD8	LAPTOP, LATITUDE CPX
010028	01000513	KRAFTLINE	$1,584.70	80411001250	17	94	0008	N/A	STORAGE CABINET
	01000254	HEWLETT PA	$1,596.13	80411001250	17	94	0008	USFC256500	PRINTER, LASERJET 4+
	01000522	HEWLETT PA	$1,596.13	80411001250	17	94	0008	USFC267676	PRINTER, LASERJET 4+
00KITCH	01000510	UNIVEX	$1,685.39	80411001250	17	94	0008	0000242383	MIXER
	05000604	SPEED QUEE	$1,699.00	80411001250	17	94	0008	0897108453	WASHER
00KITCH	01000546	HOBART	$2,027.00	80411001250	17	94	0008	561072859	FOOD SLICER
	15000919		$2,385.00	80411001250	17	94	E924		ESCAMBIA RJDC, SHED
010033	01000139	DELL	$2,637.00	80411001250	17	94	0008	ZXSV7	LAPTOP, LATITUDE CPI
	15003159	SONY	$2,710.00	80411001250	17	94	0008	00304250174	CCTV SYSTEM
00KITCH	01000550	JORDAN	$2,903.00	80411001250	17	94	0008	7014097E	REFRIGERATOR
	02004000		$3,170.05	80411001250	17	94	0010		ESCAMBIA RJDC, SHED
00YARD	80000206	CHEVROLET	$15,832.00	80411001250	17	94	0008	2G1WF52EX39346588	SEDAN 2003 IMPALA DJJ-36556

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EXHIBIT C
Lease No.: 800:0331
Escambia County Detention Center

00YARD	22000731	CHEVROLET	$19,351.00	80411001250	17	94	0008	1GNFG15M6X1129007	VAN 8P 1999 EXPRESS DJJ-32291 (T)
00YARD	22000054	DODGE	$19,512.00	80411001250	17	94	0008	2B5WB35Z5SK548728	VAN 15P 1995 RAM3500 DJJ-23199
00YARD	22000114	FORD	$20,305.00	80411001250	17	94	0008	1FBSS31L36DA23680	VAN 2006 15P E350 DJJ-38491
00YARD	04000346	CHEVROLET	$20,359.47	80411001250	17	94	0008	1GAGG39K0SF229500	VAN 15P 1995 G30 DJJ-29343
00YARD	22000057	FORD	$21,748.00	80411001250	17	94	0008	1FBSS31L36HA47065	VAN 15P 2006 E350 DJJ-39538
00YARD	22000962	DODGE	$22,045.00	80411001250	17	94	0008	2B5WB35ZX2K124378	VAN 15P 2002 RAM 3500 DJJ-33700
00YARD	22000809	DODGE	$29,184.86	80411001250	17	94	0008	2B5WB35Z1YK132829	VAN 15P 2000 RAM 3500 DJJ-33011

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16169 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - Robert E. Dye, Facilities Management Interim Department Director

That the Board take the following action concerning the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service:

A. Approve the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service for: 2935 North "L" Street, 1700 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 13-18); and

B. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

BACKGROUND:

Pensacola Energy is offering this interruptible gas service rate contract for the Main Jail and Juvenile Justice Center, Sheriff Administration Building, Sheriff Special Investigation/Evidence Storage Building, Old Sheriff's Garage, the M. C. Blanchard Judicial Building and Escambia County Government Complex. The rate is based on the County's volume of gas usage for these buildings, and is also based on the County's ability to utilize its propane-air backup systems. Pensacola Energy purchases long-term strips of gas at competitive pricing in order to cover the basic needs of their customers, while the balance of their gas is purchased on

the daily market and is subject to some price volatility.

This new Agreement replaces the existing Interruptible Natural Gas Service Agreement that was approved by the Board on May 3, 2018 between the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas. This new Agreement includes a decrease in the Fuel Charge for gas. The Fuel Charge is decreasing from $3.010 (+1.10% compression fee) per MMBTU to $2.922 (+1.10% compression fee) per MMBTU. The Usage Charge under this contract will remain the same at $2.73 per MMBTU. This will result in a $0..088 per MMBTU decrease from the previous contract.

This Agreement will commence once it has been fully executed by all parties and continue through March 31, 2020. The County's new rate will be $5.684 per MCF (thousand cubic feet). Without a contract in place, these accounts would be classified as GC-1 (within city limits) or GC-2 (outside city limits). Current rates for these classifications are $15.71 per MCF and $17.50 per MCF, respectively.

The previous year's natural gas consumption for all County buildings on the strip rate account averaged 157 MCFs per day. Based on that consumption and with the decreased Fuel Charge, there is an estimated decrease of approximately $5,043 for the term of this new strip rate contract. Additionally, without being on the contracted strip rate, the County would pay the aforementioned GC-1 and GC-2 rates for these accounts. By renewing the strip rate contract with Pensacola Energy, the County can expect an estimated $625,656 in cost avoidance.

BUDGETARY IMPACT:

Funding is available in Fund 001, General Fund, Cost Center 310207, Object Code 54301.

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract has been reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval and threshold authority.

IMPLEMENTATION/COORDINATION:

Facilities Management Department will administer the Contract. The Contract involves coordination between Facilities Management and Pensacola Energy.

Attachments

Agreement Interruptible Gas Service

AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY FOR INTERRUPTIBLE NATURAL GAS SERVICE

THIS NATURAL GAS SERVICE AGREEMENT is made this _____ day of _____, 2019, by and between the **City of Pensacola**, a municipal corporation of the State of Florida (d/b/a Pensacola Energy), with the business address of 222 W. Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City"), and **Escambia County,** a political subdivision of the State of Florida, with a business address of 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "Customer") (each at times referred to as "party" or collectively as "parties").

WITNESSETH:

WHEREAS, the Customer requests the City of Pensacola deliver natural gas service on an interruptible basis to the Customer's premises located at the following addresses: 2935 North "L" Street; 1700 West Leonard Street; 357 South Baylen Street; and 201 South Palafox Street; and

WHEREAS, the City agrees to make such service available to the Customer; and

WHEREAS, the Customer agrees and contracts to accept and pay for such service subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 13-18) hereunto, attached as **Exhibit "A"** hereto and incorporated by reference herein; and

WHEREAS, Customer agrees to be bound by the terms and conditions of any such amended rate schedule and charges that may be adopted from time to time by the City Council, including any annual CPI adjustments as part of the City's rate calculation; and

WHEREAS, as a result, any such amendments or revisions to the City Rate Schedule GAF shall be deemed to be part and parcel of this Agreement; and

WHEREAS, given the above, the parties now find it is in the best financial interests of the City that this Agreement be entered into as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the City and Customer agree to the following terms and conditions:

1. **Recitals** – The recitals above are true and correct and are hereby incorporated into this agreement.

2. **Customer Classification GAF, Almost Firm Transportation Service User Customer Charge** The Customer agrees to pay a two hundred dollar ($200.00) fixed monthly charge to be provided gas service by the City. The fixed monthly charge will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
3. **Fuel Charge** - For all gas consumed, the Customer agrees to pay a fuel charge at an index price of $2.922 per MMBTU of City's delivered natural gas plus 1.1% for compression (compression is a fee charged by Pensacola Energy's supplier).
4. **Usage Charge** - For all gas consumed, the Customer agrees to pay a total usage charge of two dollars and seventy-three cents ($2.73) per MMBTU, which shall include ninety-two cents ($0.92) for local transportation, plus an average pipeline transportation fee of one dollar and seventy-four cents ($1.74), plus a margin on the contracted cost of natural gas of seven cents ($0.07). Such average pipeline transportation fee shall be subject to change or increase within the term of this Agreement pursuant to pipeline tariff changes. Should the average pipeline transportation fee change within the term of this Agreement, City shall provide written notification to Customer of such change or increase, and the new transportation fee shall be applied in the current invoicing to Customer. The total usage charge will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
5. **Quantity of Gas** - As a "GAF Almost Firm Gas Transportation" service classification user of the City's natural gas service, the Customer contracts and agrees to accept an average daily quantity of gas of seventy-five (75) Mcfs [Mcf = one thousand (1,000) cubic feet]. Should the Customer fail to consume a minimum of at least ninety (90%) of the contracted daily amount on an annualized basis, the Customer may be charged for that minimum amount of gas.
6. **Agreement to Interrupt** - The City in its sole discretion shall have the right to curtail or interrupt the supply of "Interruptible Natural Gas" at any time for up to ten (10) days, and the Customer agrees to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City. The City may elect to curtail or interrupt gas service when it determines, in its sole discretion, that the gas available from its sources cannot meet the demands of the City's customers. The Customer agrees that in no event shall an interruption or curtailment of service constitute a breach of this Agreement by the City. The Customer further agrees that the City shall not be liable in any manner to Customer or any person or entity for any interruption of the supply of gas, for the interference with the operations of Customer, or loss of use resulting from such

operations or interference as provided for herein or any other damages, losses, or delays of any type, kind, or amount.

7. **Meters and Measurements** - a) Gas delivered will be measured through one or more meters installed and maintained on the Customer's property near the Customer's property line and at a location satisfactory to the City. It is assumed that the volume of all gas is delivered at a pressure of four (4) oz. above an assumed atmospheric pressure of fourteen and four tenths (14.4) lbs. per square inch and sixty degrees (60°) F. When the usage of the Customer requires, the City, at its option, may supply gas service at some other pressure.

   (b) Title to meters identified and described in "**Exhibit B**," attached hereto and incorporated by reference herein, regulators, or special instrumentation located on the premises discussed herein, whether or not purchased and/or installed by the City or purchased and/or installed by the Customer, shall vest in the City at the inception of this Agreement. The City will inspect this equipment periodically. If a meter covered by this Agreement is found to be inoperative or inaccurate, such equipment shall be adjusted by the City to register correctly, and the amount of error shall be determined by the most accurate method feasible as agreed upon by the parties. If the inaccuracy results in an error of more than two percent (2%) plus or minus in the measurement of gas, then the calculated deliveries of gas shall be adjusted to accuracy to compensate for such error. Such adjustment shall be made for such period of inaccuracy if the period of time that the meter was inaccurate is definitely determined. If the period of inaccuracy cannot be determined, such adjustment shall be made for the last half of the period between the times the metering equipment was adjusted to register correctly and the date of the last previous meter test. Upon the written request of the Customer, the City will inspect such meters at any reasonable time, provided that if such meters are found to register correctly, the cost of such inspection may be charged to the Customer. It is understood that such meter shall be deemed to register correctly if the error is less than two percent (2%), plus or minus. The Customer agrees to protect all pipes and meters from low temperature or other inclement weather when necessary, and to the extent permitted by law, further agrees to hold harmless and indemnify the City against any and all costs and/or damages arising out of or caused by the theft and/or injury to pipes and/or meters and/or other property of the City while on said premises.

8. **Billing Errors -** If an error in the measurement of gas occurs and/or an error in billing occurs which creates an undercharge to the customer, the City may back bill the Customer for not more than twelve (12) months, and the Customer agrees to pay such undercharge. The City shall allow

the Customer to pay for the unbilled service over a twelve (12) month period or some other mutually agreeable time period.

9. **Billing Disputes -** If the Customer disputes any portion of any statement from the City, then Customer, upon written notice to City, shall have the right to withhold payment of the disputed portion of statement for a period not to exceed ten (10) business days. If the parties are unable to resolve the dispute, Customer shall pay the disputed portion of the statement into an interest bearing escrow account until the dispute is resolved. All account interest shall accrue to the City in the event the disputed amount is found to be due and owing to the City. Failure of the Customer to pay the undercharged amount as agreed upon herein, or the failure to pay the amount of the billed undercharge into the escrow account may result in termination of services, and in addition the City may pursue any and all lawful collection activity to recover such undercharged amount.
10. **Gas Leakage** - Immediate notice must be given by the Customer to the City when any leakage of gas is discovered. No flame or lights shall be used in the proximity of such escaping gas, and the Customer shall immediately shut off the flow of gas on the downstream side of the meter.
11. **Point of Delivery - Liability** - The point of delivery of gas furnished hereunder shall be the outgoing side of the outlet union of the meter(s) installed and maintained by the City on the Customer's property for the purpose of measuring gas delivered to the Customer. The gas provided under this contract is delivered upon the express condition that when it passes the point of delivery it becomes the exclusive property of the Customer. The Customer agrees that the City shall not be and is not liable for loss, damage, and/or injury to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of gas on the Customer's premises after it passes the point of delivery, except where such loss, damage, and/or injury shall be shown to have been occasioned by negligence of the City, its agent, servants, or employees.
12. **Liability** – The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.
13. **Force Majeure** - The City's supply of gas is derived from sources over which the City has no

control. In addition, force majeure circumstances may arise which may render the City unable to perform the services herein described. It is therefore understood and agreed by the parties hereto that in the event of a failure, curtailment, or interruption of such supply or in the event of shortage or interruption of gas due to an event of force majeure, such as an act of God, the elements, labor troubles, fires, accidents, breakage, necessary repairs, war, terrorist attack, natural emergency, or other causes of contingencies beyond the City's control, the City cannot and does not guarantee a constant supply of gas, and it shall not be held liable in damages, losses, or otherwise for any such interruption or curtailment of supply or services. Notwithstanding the foregoing, the terms contained in Paragraph 6 of this Agreement shall prevail in that the City in its sole discretion may curtail or interrupt the supply of interruptible gas, and, in no event, shall the City be held liable for such interruption or curtailment of the supply of interruptible gas.

14. **Entry by City Agents** - The authorized agents of the City shall have the right, at all reasonable times, of access to the premises of the Customer for the purpose of inspecting the gas consuming and fuel equipment of the Customer and of examining and inspecting meters and/or for other necessary purposes. No person other than an authorized agent of the City shall be permitted to tamper with, inspect, or repair any meter or other property owned by the City. The Customer hereby authorizes and empowers the City pursuant to Paragraph 7(b) to remove its meter and other property covered by this Agreement immediately upon termination of this contract.
15. **Breach of Contract** – The following shall be deemed to be a breach of this Agreement by Customer: if the Customer shall fail/refuse to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City, as hereinabove provided in Paragraph 6; if the Customer shall default on payments for gas delivered; or if the Customer shall breach any of the conditions set out herein. Such discontinuance of service as provided for in this Agreement shall not constitute breach of contract by the City. Any failure of the City to exercise said right to discontinue service to the Customer at any one time shall not prevent the City from exercising such right with respect to any breach of said conditions which may subsequently occur.
16. **Rate Adjustment**– All gas rates and charges, including City Rate Schedule GAF, are approved by the City Council and are subject to change should the City Council approve a new gas rate ordinance.
17. **Term of Contract** - The term of this contract is twelve (12) months: April 1, 2019 to March 31, 2020. The City or Customer may terminate this agreement without cause upon thirty (30) days prior written notice.

18. **Notices -** (a) Any notice or bill, except notices of curtailment or restoration of service, which shall or may be given by one party to the other hereunder, shall be deemed to have been fully given When made in writing and delivered by hand or mail as follows: City of Pensacola, Pensacola Energy, P.O. Box 12910, Pensacola, Florida 32521, and to the Customer at 221 Palafox Place, Pensacola Florida 32502, postage prepaid if delivery is by mail.

    (b) Notices with respect to curtailment or restoration of deliveries of service shall be sufficient if given by the City in writing and delivered by hand or mail as provided by subparagraph (a) above to the person or one of the persons identified and described in "**Exhibit C,**" attached hereto and incorporated by reference herein, designated by the Customer as authorized to receive such notices.

19. **Successors and Assigns** - This Agreement shall bind and benefit the successors and assigns of the respective parties hereto.

20. **General Provisions** - (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 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 and that this agreement supersedes all prior oral or written agreements.

    (b) It is 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.

    (c) This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by the parties without the prior written consent of the other party.

    (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue of any matter which is subject of this agreement shall be in the County of Escambia.

    (e) The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

    (f) The covenants and conditions contained in this Agreement shall apply to and bind the parties,

legal representatives, and assigns of the parties.

(g) This Agreement and the Exhibits (**Exhibits A, B, C**) attached hereto are made a part hereof and constitute the contract documents.

(h) Each individual executing this Agreement represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted resolution, or in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

(i) The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption for disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Customer's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

(j) Invoice payment terms: 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and sealed on the day and year first above written.

CUSTOMER

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approval: _____

Attest: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 04-16-2019

CITY OF PENSACOLA, FLORIDA

_____
Mayor, Grover C. Robinson, IV

Date: _____

_____
City Clerk, Ericka L. Burnett

Approved As To Substance:

_____
Department Director/Division Head

Legal in form and valid as drawn:

_____
City Attorney

Exhibit A

City Rate Schedule GAF, Almost Firm Service

Ordinance No. 13-18

(12) *Service classification: GAF, almost firm service.*

(12a) *Availability.* Available to any consumer using the City's natural gas service. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(12b) *Contract volume.* Not less than seventy-five (75) Mcf per day.

(12c) *Customer charge.* Two hundred dollars ($200.00) fixed monthly charge, plus

(12d) *Distribution charge.* One dollar and seventy-four cents ($1.74) for annual pipeline transportation fees plus ninety-two cents ($0.92) local transportation charge net per one (1) MMBTU/day transported for gas transportation service, plus a seven cent ($0.07) margin on the contracted cost of natural gas.

Exhibit B

Meter Numbers

The following natural gas meters are currently the only meters owned, maintained and read by Pensacola Energy.

Meter Number: 79644	Account Number: 56080250
Meter Number: 96063	Account Number: 52121610
Meter Number: 112033	Account Number: 70383086
Meter Number: 53875	Account Number: 70346751

Exhibit C

Notification Schedule

Billing:

1. Adam Thompson: 850-595-3190
2. Robert Dye: 850-595-3190

Curtailment or Restoration of Service:

1. Facilities Management: 850-595-3185

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16214 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Exercising The Third of Three Possible One-Year Renewal Periods Related to PD13-14.044
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the Third of Three Possible One-Year Extensions Provided for in the Agreement for Commissary Services for the Escambia County Road Prison, PD13-14.044 - William R. Powell, Director of Corrections

That the Board approve the utilization of the third of three possible one-year extensions provided for under Section 2 of PD13-14.044, Agreement for Commissary Services for the Escambia County Road Prison, between Escambia County, Florida, and Kimble's Food by Design, Inc.

[Funding: This is a revenue generating Agreement benefiting the Road Prison's Commissary Trust revenue account; Fund 175, Account 342301]

BACKGROUND:

On April 14, 2014, the County issued an Invitation to Bidders (PD13-14.044) seeking vendors to provide commissary service to the Escambia County Road Prison. On June 26, 2014, the County entered into an agreement with Kimble's Food by Design, Inc. as a result of the solicitation. Section 2 of the respective agreement outlines the term of the agreement. The term is listed as three years with three possible one-year extensions if mutually agreed upon by both parties. It is the request of the Corrections Department that we utilize the third of the three possible one-year renewals for the period of June 26, 2019 to June 25, 2020. The agreement will be re-solicited during fiscal year 2020.

BUDGETARY IMPACT:

This is a revenue generating agreement benefiting the Road Prison's Commissary Trust revenue account; Fund 175, Account 342301.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, reviewed the initial agreement. The utilization of the extension as provided for in section 2 of the agreement does not require an amendment to the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board has indicated that they wish to review those agreements in which the County indicates the desire to exercise the option to utilize renewals beyond the initial term of the agreement.

IMPLEMENTATION/COORDINATION:

Upon approval, the Corrections Department will work with the vendor to ensure the continued provision of services as outlined in the agreement.

Attachments

Kimble's Food by Design, Inc., PD13-14.044

AGREEMENT FOR COMMISSARY SERVICES (PD13-14.044)

THIS AGREEMENT is made and entered into this 26th day of June 2014, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and Kimble's Food by Design, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor") with administrative offices located 607 Hines Street, LaGrange, Georgia 30241, (each at times being referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the County issued an Invitation to Bid (PD 13-14.044) relating to inmate commissary services for the Escambia County Road Prison located at 601 Highway 297A in Escambia County, Florida; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County has determined it is in the best interest of the citizens of Escambia County to engage Contractor to provide commissary services for the Escambia County Road Prison, and Contractor desires to accept such engagement; and

WHEREAS, the County and Contractor have agreed to execute this agreement for the purpose of setting forth those terms and conditions of the Parties.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence on the "effective date" as defined herein and shall continue for a period of three (3) years (the "Initial Term") unless otherwise extended or terminated as provided herein. Upon mutual agreement of the parties, the Agreement may be renewed for three additional one (1) year terms.

3. Interim Extension. After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of six (6) years and six (6) months.

4. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bidders for Commissary Services, Specification No. P.D. 13-14.044, 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.

5. Rebates. Contractor agrees to pay County a 38% rebate for all inmate commissary net sales excluding the sale of tobacco products and 20 ounce beverage vouchers. Contractor further agrees to pay to County a 28% rebate for the net sale of tobacco products and 20 ounce beverage vouchers. For the purpose of this Agreement "net sale" shall be defined as gross sales less applicable sales tax and postage stamps.

6. Method of Billing. Contractor shall submit monthly invoices listing gross sales, stamps, taxes, net sales, and the County's applicable rebate. The invoices shall be prepared by Contractor and accompanied by any supporting data required by the County. County will use its best efforts to approve or reject such invoices within ten (10) days of receipt by County. Upon approval of the invoices by County, County shall tender payment within thirty (30) days. Rebates shall be paid to County on a monthly basis within thirty (30) days of receipt of payment from County.

Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

7. Termination. This Agreement may be terminated by the Contractor for cause upon providing ninety (90) days written notice to County. This Agreement may be terminated by the County for cause or convenience upon giving thirty (30) days written notice of such termination to Contractor. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall

not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Independent Contractor Status. Contractor hereby represents and agrees that it is engaged as an independent contractor and not as the agent, employee or servant of County; that it has and hereby retains the right to exercise and control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting in the work, that it will be solely responsible for wages (including withholding of income taxes and social security), taxes, workers compensation, compliance with OSHA and all employment related regulations relating to its employees; and that it will be responsible for its own acts and those of its subordinates, employees and agents during the term of an agreement. Contractor shall retain the exclusive right to hire, fire and set the terms and conditions of employment for its employees including wages, hours, fringe benefits, duties, grievance procedures and labor relation matters. County shall not be considered a joint employer, joint venture or partner with contractor.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall

reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

11. Public Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party may, without prejudice to any right or remedy and after giving that Party, seven (7) days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Kimble's Food By Design, Inc.
Attention: Rebecca Walker
607 Hines Street
LaGrange, Georgia 30241

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior consent of the other Party.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates, under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.

By: _____
Lumon J. May, Chairman

Date: 6/30/2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO. FL SEAL

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/21/14

BCC Approved 06-26-2014

CONTRACTOR:
KIMBLE'S FOOD BY DESIGN, INC., a for-profit corporation authorized to conduct business in the State of Florida.

_____
President

Date: 5/28/2014

ATTEST:

_____
Corporate Secretary

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

Escambia County Road Prison Commissary Services

SPECIFICATION NUMBER PD 13-14.044
BIDS WILL BE RECEIVED UNTIL: 3:00pm, CDT, Tuesday, May 13, 2014
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV

Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us
Website: www.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.



SCOPE OF WORK

A) SERVICE

(1) CONTRACTOR shall provide inmate commissary management at the Escambia County Road Prison.

(2) CONTRACTOR shall be responsible for inmate commissary procurement for approximately 180-236 inmates. Including but not limited to order fulfillment, weekly order delivery, maintenance of inventory and accounting of transactions.

(3) CONTRACTOR shall furnish all hardware and software related to said commissary services at NO COST TO Escambia County, to include the following for the Escambia County Road Prison: two (2) "Inmate Direct" Kiosk machines; one (1) computer w/monitor and printer to include software preloaded; and one (1) server for central processing and remote communication to include all equipment installation and supplies (i.e. toner, paper).

(4) CONTRACTOR shall provide products listed on attached menu and/or submit a list of items to be approved by the Escambia County Road Prison.

(5) CONTRACTOR shall contract with a vending company to provide three (3) drink vending machines that accept drink coupons/tokens at NO COST TO ESCAMBIA.

(6) CONTRACTOR shall provide unlimited technical support for all hardware and software furnished under paragraph 3 at NO COST TO ESCAMBIA COUNTY.

(7) CONTRACTOR shall receive orders entered into Inmate Direct Kiosks, transmitted to the packing facility and delivered back to the Escambia County Road Prison no later than 4:00 p.m. on Friday of every week including Holidays.

(8) CONTRACTOR agrees to the following requirements:

Inmate Trust Account Debit Calling Requirements:

- Vendor must demonstrate a debit calling system which has the ability to interface with the County's inmate telephone provider.
- The debit calling system must allow inmates to purchase phone time using an interactive voice response (IVR) system available through the standard inmate phone system.
- After purchase, the system must deduct the purchased amount from the inmate's account and make the purchased phone time available to inmates.
- The debit calling system must also have the capability to refund any unused phone time automatically to the inmate upon release if the inmate telephone provider supports this feature.

Phone Ordering System Requirements:

- Vendor must provide a commissary ordering system which operates through the existing inmate telephone system (currently Securus)
- The commissary ordering system must allow inmate's to identify products for purchase and hear their current trust account balance.
- Completed commissary orders must not be billed to inmate accounts until the inmate's housing unit is processed as an entire batch.
- Likewise, any inmate restrictions existing at the time the housing unit batch is processed should be enforced.
- The commissary ordering system must be completely integrated with the trust accounting system, requiring no additional data entry for ordering or billing in the trust accounting system.

Lobby Cashier Kiosk Requirements:

- Vendor must provide bill accepting kiosks for friends and family to place funds on inmate accounts.
- The kiosk must also allow payments using credit/debit cards.
- The kiosk must give a receipt for each transaction.

(9) CONTRACTOR agrees to pay to Escambia County a minimum 25% rebate for all inmate commissary net sales excluding the sale of tobacco products and 20 oz. Beverage vouchers.

(10) CONTRACTOR agrees to pay to Escambia County a minimum 20% rebate for the net sale of tobacco products and 20 ounce beverage vouchers.

NOTE: For the purpose of "NET SALES" shall be defined as gross sales less applicable sales tax and postage stamps.

(11) CONTRACTOR to send monthly invoices to:

Escambia County Road Prison
601 Hwy 297A
Cantonment, FL 32577

Invoicing should include a breakdown of weekly sales +/- sales tax and credits.

Contact:	Candace Knapp	Brenda Lee
	850-937-2105p	850-937-2105p
	850-937-2108f	850-937-2108f
	cmknapp@myescambia.com	bhlee@myescambia.com

(12) Contractor shall mail monthly commission/rebate check to:

Clerk of the Court & Comptroller
Hon. Pam Childers
221 Pala fox Place, Suite 140
Pensacola, FL 32502-5843

(B) TERMS

(1) The terms being requested on the effective date shall be for a period of three (3) years

unless extended or terminated.

(2) At the end of the initial term a renewal for up to three (3) additional one (1) year periods upon mutual agreement by both parties.

(3) Escambia County shall provide a thirty (30) day written notice of its intent to renew or cancel.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16221 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Bureau of Justice Assistance Grant Application for Correctional Officer Bullet Proof Vest Funding
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Bureau of Justice Grant Application for Correctional Officer Bulletproof Vest Funding - William R. Powell, Director of Corrections

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

A. Approve the Bureau of Justice Assistance Grant Application for Correctional Officer Bulletproof Vest funding requesting $23,480. This grant program requires a 50% match ($11,740) that will be paid from existing department funds, that will be utilized to purchase 40 bulletproof vests for the Escambia County Road Prison Road Crew Officers providing potentially lifesaving vests to correctional officers. These officers are utilized to provide required oversight to inmate work crews disbursed throughout the County; and

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

[Match Funding: Fund 001, General Revenue, Cost Center 290401]

BACKGROUND:

The Bulletproof Vest Partnership (BVP) was created by the Bulletproof Vest Partnership Grant Act of 1998 which is a unique U.S. Department of Justice initiative designed to provide critical resource to state and local law enforcement, which incudes correctional officers. This program provides 50% funding for the purchase of bulletproof vests for correctional officers. The grant is requesting $23,480 for the purchase of 40 vests that will be available to the Road Prison

Road Crew Officers utilized to provide appropriate oversight to the inmate work crews disbursed throughout the County. The required $11,740 match will come from already approved and existing department funds. Should there be an award, the award will be brought before the Board for approval and acceptance.

BUDGETARY IMPACT:

The grant funds are designed as a cost reimbursement program to the Escambia County Corrections Department with a direct 50% match in the amount of $11,740. The match has already been identified within existing Department budgeted funds from General Fund 001, Cost Center 290401. No additional funds are being requested from the Board.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners' grant policy requires grant applications with match requirements be approved by the Board.

IMPLEMENTATION/COORDINATION:

The department will electronically submit the application pending Board approval and authorization.

Attachments

BVP Grant Program Application

AGENCY INFORMATION

Please make sure your agency name is correct. If the agency name is incorrect, please contact the BVP Help Desk as shown at the bottom of the left side menu.

AGENCY INFORMATION

Name:	ESCAMBIA COUNTY DEPARTMENT OF CORRECTIONS
Agency Type:	Local Adult Corrections
Government ID Number:	10101701720000
Number of Existing Full Time Officers:	387
Number of Existing Part Time Officers:	0

OFFICE ADDRESS

* **Address Line 1:**	2251 North Palafox Street
Address Line 2:	
* **City:**	PENSACOLA
State:	FL
* **Zip:**	32501

APPLICATION PROFILE

Application Profile | Application | NIJ Approved Vests | Submit Application

Please enter your application profile information.

APPLICATION PROFILE

Vest Replacement Cycle:
Under normal conditions, the number of years you allow an officer to wear body armor before it is replaced.

5

Number of Emergency Replacement Needs:
Number of Emergency Replacement Needs cover vests that are potentially defective, vests that have been lost, stolen, or damaged, and vests needed as a result of unanticipated Number of Officer Turnover occurring within the last 3 to 6 months. It DOES NOT include tactical vests or routine agency needs for new or replacement vests unless those vests contain Zylon® and must be replaced immediately.

* **Number of Stolen or Damaged** 0

* **Number of Officer Turnover** 0

Required fields are denoted by *.

SAVE CANCEL

MANAGE APPLICATION

Application Profile | Application | NIJ Approved Vests | Submit Application

Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

APPLICATION PROFILE

Participant		ESCAMBIA COUNTY DEPARTMENT OF CORRECTIONS
Fiscal Year		2019
Vest Replacement Cycle		5
Number of Officers		387
Number of Emergency Replacement Needs	**Number of Stolen or Damaged**	0
	Number of Officer Turnover	0

VIEW/UPDATE APPLICATION

Vests for 2019 Regular Fund

Model Name	Quantity	Specification	Gender	Unit Price	Total Cost
✚ CIIA-3	30	IIA	M	$587.00	$17,610.00
✚ CIIAF-2	10	IIA	F	$587.00	$5,870.00
✚ **Grand Totals**	**40**				**$23,480.00**

PROCEED TO SUBMIT APPLICATION

ADD VESTS TO APPLICATION

MANDATORY WEAR POLICY

Since 2011, the Department of Justice's BVP Program has included an application requirement to ensure that agencies receiving funding for reimbursement of body armor purchases have a written Mandatory Wear Policy for uniformed patrol officers in place. Your agency has applied for BVP funding and certified that a wear policy is in place. The Bureau of Justice Assistance requests that you provide a copy of your agency's Mandatory Wear Policy for vests which were reported.

MANDATORY WEAR POLICY

Mandatory Wear Policy File Upload

CURRENT UPLOADED MANDATORY WEAR POLICY

Upload Date	Upload User	Upload Comments	Action
04/17/2018 02:14:21 PM	bchattaw@myescambia.com	809.5.2.3-Policy only applies to all transportation Unit and supplemental officers providing transport services.	View

SUBMIT APPLICATION

Application Profile | Application | NIJ Approved Vests | Submit Application

APPLICATION PROFILE

Participant		ESCAMBIA COUNTY DEPARTMENT OF CORRECTIONS
Fiscal Year		2019
Vest Replacement Cycle		5
Number of Officers		387
Number of Emergency Replacement Needs	**Number of Stolen or Damaged**	0
	Number of Officer Turnover	0

Important: Once you complete and submit this form, your application will be electronically forwarded to your Jurisdiction for review and approval. You will then be able to review your application but not make further modifications. Modifications can only be made by contacting your Jurisdiction and requesting that your application be reopened. Do NOT contact the BVP program to perform this function; only your Jurisdiction has the authority to do this. Please coordinate the need to change your application with the jurisdiction contact person, to ensure that the jurisdiction's application is not forwarded to the Department of Justice until all modifications have been made.

APPLICATION FOR FUNDING

Total Quantity	Total Extended Cost	Total Shipping & Handling Cost	Total Cost
40	$23,480.00	$0.00	$23,480.00

SUBMIT FOR APPROVAL

CERTIFICATION

General Certification

U.S. Department of Justice
Office of Justice Programs

Bulletproof Vest Partnership Grant
Certifications and Assurances
by the Chief Executive of the Applicant Law Enforcement Agency

On behalf of the applicant, and in support of this application for an award under the Bulletproof Vest Partnership (BVP) Grant program, I certify under penaltyof perjury to the Office of Justice Programs (OJP), U.S. Department of Justice (Department), that all of the following are true and correct:

a. I have the authority, as chief executive of the applicant to make the following representations on behalf of myself and the applicant. I understand that these representations will be relied upon as material in any OJP decision to make an award to the applicant based on its application.

b. The applicant has the legal authority to apply for the federal assistance sought by the application, and that it has funds sufficient to pay any required non-federal share of project costs.

c. I assure that, throughout the period of performance for the award (if any) made by OJP based on the application, the applicant will-

i. comply with all award requirements and all federal statutes and regulations applicable to the award;

ii. require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and

iii. maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

d. The applicant understands that the federal statutes and regulations applicable to the award (if any) made by OJP based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition-

i. the applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

ii. the applicant understands that the applicable statutes pertaining to nondiscrimination may include section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)); section 1407(e) of the Victims of Crime Act of 1984 (42 U.S.C. § 10604(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (42 U.S.C. § 13925(b)(13)) also may apply; and

iii. on behalf of the applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

e. The applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by OJP based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), and 46 (human subjects protection).

f. I assure that the applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by OJP based on the application. The applicant agrees that documentation to support the BVP application and payment requests will be kept for at least a three year period.

g. I certify that submission of this application for funding under the BVP Grant Act constitutes the legally binding acceptance by the applicant of the terms and conditions set forth in the application, and of the BVP program's statutory, regulatory, and programmatic requirements, restrictions, and conditions.

h. The applicant understands that, in the case of any equipment or products that may be purchased under an award under the BVP Grant Act, it is the sense of the Congress that BVP recipients receiving the assistance should, in expending the award funds, purchase only American-made equipment and products.

i. No funding received under any other Federal grant program will be used to pay or defer the cost, in whole or in part, of the matching requirement of 31 USC § 10531(1), except as provided in 31 USC § 10531(2) regarding funds appropriated for the activities of any agency of an Indian Tribal government or the Bureau of Indian Affairs.

j. The applicant EITHER:

i. did NOT (or will NOT) apply for a Justice Assistance Grant (JAG) Local award for the same fiscal year as that of this application; OR

ii. HAS applied for (or WILL apply for) a JAG Local award for the same fiscal year as that of this application and has considered but did NOT (and does NOT) expect to use those JAG Local award funds for any part of the cost of purchasing armor vests (including either the federal or the match portion).

☒ **I acknowledge and accept the General Certification**

CERTIFICATION

Funding Limits Certification

a. I acknowledge that all funding awards will be subject to the availability of funds and I acknowledge that there is no guaranteed level of funding associated with the submission of this application to the BVP program.

b. The applicant will meet its financial and contractual obligations associated with any purchase transactions, regardless of the amount of funding received under this application.

☒ **I acknowledge and accept the Funding Limits Certification**

CERTIFICATION

Mandatory Wear Policy Certification

a. The applicant has a written, mandatory-wear policy that establishes general requirements for law enforcement and corrections officers, assigned to uniformed functions, to wear (subject to appropriate

exceptions as determined by the applicant) bullet-resistant vests and that this policy is in effect on the date this application is submitted.

b. I assure that the foregoing written mandatory-wear policy will remain in effect during the service life of any and all vests purchased with federal funds under this award.

c. To the best of my knowledge and belief, after diligent inquiry and review, this applicant is, at the time this application is submitted, in compliance with the foregoing mandatory-wear policy.

d. I assure that the applicant will remain in compliance with the foregoing mandatory-wear policy throughout the service life of any and all vests purchased with federal funds under this award.

☒ **I acknowledge and accept the Mandatory Wear Policy Certification**

CERTIFICATION

Unique Vest Fit Certification

a. To the best of my knowledge and belief, after diligent inquiry and review, I certify that, at the time this application is submitted-

i. The criteria and protocols, made available by the BVP program, for providing "uniquely fitted" ballistic or stab-resistant vests to officers have been reviewed.

ii. All of the applicant's law enforcement and corrections officers have been provided with access to the ASTM International "Standard Practice for Body Armor Wearer Measurementand Fitting of Armor"-ASTM Standard E3003-and the Justice Information Technology Center's "Personal Armor Fit Assessment".

iii. All of the applicant's law enforcement and corrections officers have been notified that, upon their request, they will be provided with the opportunity to receive a protectivevest that is uniquely fitted to them.

Note: In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armorvests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of 1)correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses,fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarilyrequire body armor that is individually manufactured based on the measurements of an individual wearer.

☒ **I acknowledge and accept the Unique Vest Fit Certification**

CERTIFICATION

Signature Acknowledgement Certification

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that payments

under OJP programs such as the BVP program, including certifications provided in connection with such awards, are subject to review by the Department, including by OJP and by the Department's Office of the Inspector General.

☒ **I acknowledge and accept the Signature Acknowledgement Certification**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16227 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Application for Funding Assistance Through Florida Department of Law Enforcement to Support a Residential Substance Abuse Treatment Program
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Application for Funding Assistance Through the Florida Department of Law Enforcement to Support a Residential Substance Abuse Treatment Program for Escambia County Corrections in the Amount of $100,000 - William R. Powell, Director of Corrections

That the Board take the following action concerning the Application for support of a residential substance abuse treatment program for Escambia County Corrections, in the amount of $100,000:

A. Approve the Application for Funding Assistance regarding the Florida Department of Law Enforcement Residential Substance Abuse Treatment Grant, requesting $100,000. This Grant requires a 25% match ($25,000) that will be paid from existing department funds. This Grant will be utilized to support the implementation of a residential substance abuse treatment program within Escambia County Corrections; and

B. Authorize the Chairman to sign the Application for Funding Assistance to include the Lobbying, Debarment and Drug Free Workplace Certification related to the Residential Substance Abuse Treatment Grant Program.

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

BACKGROUND:

The overall goal of Residential Substance Abuse Treatment (RSAT) is to reduce drug use, demand, trafficking, and drug violence through the provision of substance use treatment and associated supports to prepare people for their return to the community. Escambia County Corrections Department considers the established goals a priority to reduce recidivism, and strives to reduce crime and save taxpayer dollars by addressing addiction and substance abuse as a heath problem and provide effective intervention and treatment. Comprehensive drug treatment programs in jails are associated with reduced system costs according to the 2018 Substance Abuse and Mental Health Services Administration (SAMHSA). If awarded, the requested grant funding would provide a source of financial support for the development of an RSAT program within Escambia County Corrections.

BUDGETARY IMPACT:

The grant funds are designed as a cost reimbursement program to the Escambia County Corrections Department with a direct 25% match in the amount of $25,000. The match has already been identified within existing Department budgeted funds from Fund 111-Detention/Jail Commissary Fund, Cost Center 290406. No additional funds are being requested from the Board.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Application for Funding Assistance was reviewed by Kristin Hual, Senior Assistant County Attorney, and deemed legally sufficient.

PERSONNEL:

The Corrections Department staff will submit the grant application through the Florida Department of Law Enforcement grant portal.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners' grant policy requires grant applications with match requirements be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Corrections Department staff will submit the grant application pending Board approval and authorization.

Attachments

Application for Funding Assistance-FDLE-Residential Substance Abuse Treatment Grant Program

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Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 1: Administration

Subgrant Recipient

Organization Name: Escambia County Board of County Commissioners
County: Escambia

Chief Official

Name: Lumon May
Title: Chairman
Address: 221 Palafox Place
Suite 400
City: Pensacola
State: FL **Zip:** 32502-5827
Phone: 850-595-4930 **Ext:**
Fax: 850-595-3944
Email: district3@myescambia.com

Chief Financial Officer

Name: Pam Childers
Title: Clerk of the Circuit Court and Comptroller
Address: 221 North Palafox Street
Suite 140
City: Pensacola
State: FL **Zip:** 32502-5827
Phone: 850-595-4830 **Ext:**
Fax:
Email: pchilders@EscambiaClerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 1: Administration

Implementing Agency

Organization Name: Escambia County Department of Corrections
County: Escambia

Chief Official

Name: William Powell
Title: Chief Corrections Officer
Address: 2251 North Palafox
City: Pensacola
State: FL **Zip:** 32501-1722
Phone: 850-595-3114 **Ext:**
Fax:
Email: wrpowell@myescambia.com

Project Director

Name: Whitney Lucas
Title: Corrections Financial Manager
Address: 2251 North Palafox Street
City: Pensacola
State: FL **Zip:** 32501-1722
Phone: 850-417-4479 **Ext:**
Fax:
Email: wclucas@myescambia.com

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 2: Project Overview

General Project Information

Project Title: RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM FOR ESCAMBIA

Subgrant Recipient: Escambia County Board of County Commissioners

Implementing Agency: Escambia County Department of Corrections

Project Start Date: 10/1/2019 **End Date:** 9/30/2020

Problem Identification

The overall goal of Residential Substance Abuse Treatment (RSAT) is to reduce drug use, demand, trafficking, and drug violence through the provision of substance use treatment and associated supports to prepare people for their return to the community. Escambia County Corrections Department considers the established goals a priority to reduce recidivism and strives to reduce crime and save taxpayer dollars by addressing addiction and substance abuse as a health problem and provide effective intervention and treatment. Comprehensive drug treatment programs in jails are associated with reduced system costs according to the 2018 Substance Abuse and Mental Health Services Administration (SAMHSA).

While individuals who commit crimes as a result of their substance abuse must be held accountable, incarceration alone cannot prevent or treat addiction. Failing to address addiction effectively in the criminal justice system is a key barrier to ending the addiction epidemic and preventing and reducing crime through evidence-based treatment and rehabilitation. The program goal is to deliver treatment to all qualifying inmates. Without grant funding the impact to the program will be significant in that number of inmates to receive treatment will be reduced.

According to the December 2018 Florida County Detention Facilities Average Inmate Population Report published by the Florida Department of Corrections, Escambia County, Florida has an incarceration rate of 5.2% per 1,000 county residents. This positions Escambia County as the 11th highest incarceration rated county in the state. Escambia s rate is also substantially higher than the state average of 2.6% per 1,000. By launching a RSAT Jail-based Program it is our goal to reduce our incarceration rate with appropriate treatment of qualifying inmates.

Project Summary (Scope of Work)

Escambia County Corrections (ECC) is responsible for processing and housing all persons arrested out of Escambia County s over 318,000 residents. ECC and its team of correctional officers and support personnel are responsible for the daily care, custody and control of over 1,600 inmates. Inmates are housed within three residential facilities: 1. Main Jail, 2935 North "L" Street, Pensacola 2. Road Prison, 601 Highway 297-A, Cantonment 3. Work Release Facility, 1211 W. Fairfield Drive, Pensacola. Most inmates are awaiting trial on charges ranging from violation of probation to murder. Annually, ECC books and releases over 17,000 inmates. A sampling of inmate population for a single day in May 2019 indicates that out of 1,621 inmates, 397 or 25% of the population are being charged or serving their sentences due to varying degrees of violating Florida statute 893, the Florida Comprehensive Drug Abuse Prevention &Control Act. Florida is tough on drug abuse as it is considered a very serious public health crisis. Governor DeSantis created the Statewide Task Force on Opioid Drug Use through Executive Order on April 1, 2019.

The Task Force will develop a statewide strategy and identify best practices to combat the opioid epidemic through education, treatment, prevention, recovery, and law enforcement. The unintended consequence of the task force may well be an increase in incarceration of citizens engaged in substance abuse. Establishing a RSAT facility at ECC displays our commitment to Florida s State Opioid Response Project.

PARTNERSHIPS-ECC is currently in the procurement process for the provision and operation of a Jail-based RSAT program from community-based substance abuse programs. Presently, ECC does not have an active program and is seeking grant assistance to increase the volume of service available to qualified inmates.

PROGRAM MODEL & DATA COLLECTION-The procurement process has a Request for Proposal where the bidder describes the evidence-based program model that will be used. The bidder will provide an implementation plan, identify & discuss evidence that shows the practice is effective, discuss the population(s) that the practice has been shown to be effective, and show that it is appropriate for the target population. Adjacent to the Main Jail currently under construction is a state-of-the-art 300,000 SF detention facility. It is scheduled for completion in early 2020.ECC intends to separate the treatment population from general upon completion. The Main Jail will remain in service while the new jail will assist in alleviating the current overcrowding at the Main Jail.This will make a separate residential treatment facility possible. The contractor will collect data throughout the performance period and will describe in detail how the data will be collected to establish performance measures.A baseline comprehensive screening instrument will be instituted upon commencement.The comprehensive data collected will include, but not be limited to:

1.Report number of RSAT participants at the beginning of reporting period;
2.Report number of RSAT participants at the end of reporting period;
3.Report number of RSAT participants who completed the program/passed drug testing;
4.Report the number of RSAT completions that remained drug-free during the residential program;
5.Number of participants active in aftercare services; 6.Post-supervision recidivism reporting.

STAFFING REQUIREMENTS-Contractor staff is a Substance Abuse Counselor(s) that have a BA/BS degree in Human Services, Substance Abuse, Social Work, or a related field from an accredited institution and (2) yrs of professional experience in the field, or an AA degree in Human Services or a related field and (4) yrs of professional experience in the field. Number of counselor staff members will be commensurate to the number of participants. Supervisory staff shall have a BA/BS degree in Human Services, Substance Abuse, Social Work, or a related field from an accredited institution and (4) yrs of professional experience in the field to review & approve all substance abuse treatment/education plans and all other related documents/materials required to meet State and Local licensing requirements. Comprehensive resumes and documentation will demonstrate all staff members qualifications.

PROGRAM PERIOD OF TREATMENT-Program services shall be provided to those housed at ECCs (3) facilities and will include the following services: RSAT program minimum of (60) days followed by (30) to (90) days of aftercare services that use an evidence-based curriculum:

1.Psychological assessment shall be face-to-face interviews for data collection of educational, employment, criminal, medical, family, substance abuse, and mental health histories.
2.Individual Counseling: Counselor provides individual face-to-face contact to review progress and work on treatment plan goals and objectives, (1) hour. 3.Group

Counseling: group counseling offered (3)x week, (2) hours. 4.Education Programs: Programs offered (2)x week for hour sessions for 52 weeks.
5.Relapse Prevention: Counselors provide inmates with an awareness of common relapse warning signs and to identify high relapse risk situations. 6.Follow-up services: Provider continues case management services and track program participants for a period of up to (3) months upon release and ensure in-patient placement if necessary.
SKILLS DEVELOPED THROUGH RSAT-Current programs available to inmates are GED, parenting, and computer classes. Crisis & mental health counseling, coping skills, suicide prevention, Alcohol Anonymous, and Cocaine Anonymous. The contractor will be expected to provide supplementary training to existing throughout the treatment program for cognitive, behavioral, and social development. Programs desired are courses teaching communication, basic budgeting, anger management, and other educational and vocational opportunities as funding permits.
DRUG TESTING/SANCTIONS -Participants will agree to a comprehensive urinalysis drug testing program conducted at scheduled and random intervals. Participants are not use or possess intoxicants, drugs, or narcotics. Participants will submit urinalysis or blood tests at any time requested by the Counselor, Correctional Officer, or professional staff of the RSAT program. Sanctions for violating the rules of testing positive for substance abuse will hinge on other violations or extenuating factors. Sanctions can be loss of certain personal privileges, to being expelled from the RSAT program. Expulsion will occur when there is a history of repeated use of illegal substances while in the program, aggressive behavior, or general non-compliance which impedes the progress of others in the program.
AFTER-CARE SERVICES-Providing after-care will be required by the contractor for all successful participants. ECC understands that recovery is more than a (60) day program and that true recovery extends for years. Addiction is a mental health disorder that affects the structure of the brain and recovering from it takes time. Continuous care and support are proven to help individuals remain sober. The contractor will coordinate with other social service and rehabilitation programs as applicable for the participant. After-care will continue for (3) months in the form of case management, tracking program participants, support groups, a peer recovery network, periodic checkups, halfway houses, parole supervision, in-patient placement, or other evidence-based programs. Proposed innovative strategies will also be appraised.
FAITH-BASED REQUIREMENTS-ECC and the contractor will comply with applicable statutorily imposed nondiscrimination requirements including the Equal Treatment for Faith Based Organizations (28 C.F.R. Part 38). The provision for written notice to program beneficiaries will be observed. The written notice will follow Appendix A Part 38 Written Notice of Beneficiary Protections.

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Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 0001 - Residential Substance Abuse Treatment

State Purpose Area: 0001 - Residential Substance Abuse Treatment

Objectives and Measures

Objective: 1 - The subrecipient must complete the Performance Measures Worksheet and submit to the Office of Criminal Justice Grants (OCJG) on April 30, July 30, August 30, and January 30.

Measure: 3

The subrecipient must complete the Performance Measures Worksheet and submit to the Office of Criminal Justice Grants (OCJG) no later than April 15, July 15, October 15 and January 15.

Goal:

Application for Funding Assistance

Florida Department of Law Enforcement

Residential Substance Abuse Treatment

Section 3: Performance

Section Questions:

Question: How many beds/slots will receive RSAT services?

Answer: 100

Question: What is the total population of the facility in which the RSAT program is located.

Answer: 1670

Question: Provide the physical address(es) for the facility in which the RSAT program is located.

Answer: Main Jail - 2935 North L Street, Pensacola, Florida 32501
Work Release - 1211 West Fairfield Drive, Pensacola, Florida 32501
Work Annex - 601 County Road 297A, Cantonment, Florida 32533

Question: How many participants are anticipated to complete the RSAT program within the subgrant period?

Answer: 100

Question: How many participants are anticipated to enter the RSAT program within the subgrant period?

Answer: 100

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000598

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$75,000.00	$25,000.00	$100,000.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$75,000.00**	**$25,000.00**	**$100,000.00**
Percentage	**75.0**	**25.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI)? No

Section 4: Financial (cont.)

Budget Narrative:

CONTRACTUAL SERVICES

The RSAT program will be provided through contractual services. The methodology to calculate the proposed project budget is based on the American Medical Association developed Current Procedural Terminology (CPT) codes related to substance abuse treatment, mental health, and behavioral health. Physician fees are based on private insurance industry standards for the described service. Most of the services related to substance abuse treatment are not covered by Medicaid or Medicare, therefore a lower fee calculation was not considered.

CPT CODE/DESCRIPTION/FEE/UNIT/12 MONTH TOTAL

99409 Alcohol and/or substance abuse structured screening and brief intervention services, greater than 30 minutes. $65 X 100 = $6,547

90791 Psychiatric/psychological diagnostic interview without medical services. $118 X 634 = $74,590

90853 Group psychotherapy (other than of a multiple-family group). $23 X 600 = $13,818

98962 Education and training for patient self-management by a qualified, non-physician health care professional using a standardized curriculum, face-to-face with the patient each 30 minutes; 5 -8 patients. $10 X 500 = $5,045

PROJECT TOTAL $100,000

The source of the local government cash match will be from the corrections general revenue budget.

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Residential Substance Abuse Treatment

Section 4: Financial

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 25

Question: What is the expiration date of the current SAM.gov registration?

Answer: January 22, 2020

Question: What is the Operating Capital Outlay threshold used by the subgrantee?

Answer: 1000

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If indirect cost is included, has the subrecipient included its approved Indirect Cost Plan with the application?

Answer: No

Question: If contractual services in the budget are based on unit costs provide a definition for each cost and the methodology or basis for the unit cost.

Answer: The methodology to calculate the proposed project budget is based on the American Medical Association developed Current Procedural Terminology (CPT) codes related to substance abuse treatment, mental health, and behavioral health. Physician fees are based on private insurance industry standards for the described service.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: _____

Date: _____

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Escambia County Board of County Commissioners

Signature: _____

Typed Name and Title: Lumon J. May, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ DEPUTY CLERK

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Escambia County Department of Corrections

Signature: _____

Typed Name and Title: Wm. Rich Powell, Chief of Corrections

Date: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-22-2019

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.

Residential Substance Abuse Treatment (RSAT) Program

SUBAWARD STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) ("Department") is a recipient of federal RSAT funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards RSAT funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 54, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 42, U.S. Code, § 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf
and http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also §200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements and; Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). It is $3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see 2 CFR §200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do

not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67)

Subaward is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee.* Privacy Certification - The subrecipient must comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

12.0 Conferences and Inspection of Work - Conferences may be held at the request of any

party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 General Appropriations Restrictions – The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services**.**

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights (OCR) and provided the contact information.

14.0 Conviction Records – The OCR issued an advisory for subrecipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance, U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013).

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

3.0 Reporting Potential Fraud – The subrecipient must promptly refer to the DOJ Office of the inspector General any credible evidence that any entity has, in connection with funds under this award, (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting -
The Project Director, Application Manager, or

Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted in SIMON no later than ninety (90) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect,

preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 200.313, F.S., Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf .

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter

10.650, “Local Governmental Entity Audits” and “Florida Single Audit Act Audits Nonprofit and For-Profit Organizations.”

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the “Certification of Audit Exemption” form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 Procurement Procedures - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 Cost Analysis - A cost analysis must be performed by the subrecipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also Chief Financial Officer Memorandum No. 02 (2012-2013).

3.0 Allowable Costs - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, and 2 C.F.R. § 200.405(e), “Cost Principles”.

4.0 Unallowable Costs - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. § 200.300-309.

5.0 Indirect Cost Rate - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds $150,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 Personal Services - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal

program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of $25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm

9.0 Travel and Training - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training Materials – Any training materials that have been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the

DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any curricula, training materials, or any other written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

1) "This project was supported by Grant No. 2018-J2-BX-BX-0042 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

   Any website that funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (27 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for

law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

14.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

15.0 No subrecipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity

needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

1) New construction;

2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its

subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

11.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Data Collection - The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

14.0 State Alcohol and Drug Abuse Agency - The subrecipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

15.0 Drug Testing - The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

16.0 Opioid Abuse and Reduction - The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

*Please read carefully the Instructions (see below) and then complete Section A **or** Section B **or** Section C, not all three. If recipient completes Section A **or** C and sub-grants a single award over $500,000, in addition, please complete Section D.*

Recipient's Name: Escambia County Board of County Commissioners	
Address: 221 Palafox Place, Suite 400, Pensacola, Florida 32501	
Is agency a; □ Direct or ☒ Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? □ Yes ☒ No
DUNS Number: 075079673	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Lani A. Birchett	
Telephone Number: 850-595-0878	E-Mail Address: LABirchett@myescambia.com

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

□ Less than fifty employees. □ Indian Tribe □ Medical Institution.
□ Nonprofit Organization □ Educational Institution □ Receiving a single award(s) less than $25,000.

I, _____ [*responsible official*], certify that _____ [*recipient*] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [*recipient*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over $500,000, in addition, please complete Section D

_____ _____ _____
Print or Type Name and Title *Signature* *Date*

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Eric Kleinert [*responsible official*], certify that Escambia County Board of County Commissioners [*recipient*], which has fifty or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Escambia County Board of County Commissioners, Human Resources Department [*organization*],
221 Palafox Place, Pensacola, Florida 32502 [*address*].

Eric Kleinert — *Print or Type Name and Title*
E Kl+ — *Signature*
10-29-18 — *Date*

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of $500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [*responsible official*], certify that _____ [*recipient*], which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [*date*] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over $500,000, in addition, please complete Section D

_____ _____ _____
Print or Type Name and Title *Signature* *Date*

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.

(7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.

(8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Street1: 221 PALAFOX PLACE
Street2:
City: PENSACOLA
State: FLORIDA
Zip Code: 32502

2. Authorized Representative's Name and Title:

Prefix: First Name: Lumon Middle Name: J
Last Name: May Suffix:
Title: Chairman

3. Phone: (850) 595-4930 4. Fax:

5. Email: district3@myescambia.com

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
1821	596000598	75079673

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	☐ Yes ☐ No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	☐ Yes ☐ No

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

- ☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- ☐ Financial Statement Audit
- ☐ Defense Contract Agency Audit (DCAA)
- ☐ Other Audit & Agency (list type of audit):
- ☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: Warren Averett CPAs and Advisors

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0": 0

Enter the dollar amount of questioned costs (if none, enter "$0"): $ 0

Were material weaknesses noted in the report or opinion? ☐ Yes ☒ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☒ Automated ☐ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	☒ Yes ☐ No ☐ Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	☒ Yes ☐ No ☐ Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	☒ Yes ☐ No ☐ Not Sure

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☒ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☒ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	☒ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☒ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☒ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☒ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ☒ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

☐ Yes ☒ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

Phone:

Email:

(d) Reason for "high risk" status, as set out by the federal agency:

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Lumon J. May Date: 2019-06-06

Title: ☐ Executive Director ☐ Chief Financial Officer ☒ Chairman

☐ Other:

Phone: (850) 595-4930

Lobbying, Debarment and Drug Free Workplace Certification

Upon completion, mail a copy of this form to:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
P.O. Box 1489
Tallahassee, FL 32302-1489

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspensions (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of Criminal Justice Grants determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL – "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 -

(a) The applicant certifies that it and its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(ii) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

(iv) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 –

(a) The applicant certifies that it will or will continue to provide a drug-free workplace by:

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will

be taken against employees for violation of such prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about –

(1) The dangers of drug abuse in the workplace;

(2) The subgrantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of this statement; and

(2) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five (5) calendar days after the conviction.

(v) Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title to: Florida Department of Law Enforcement, Office of Criminal Justice Grants, P.O. Box 1489, Tallahassee, FL 32302-1489. Notice shall include the identification number(s) of each affected grant.

(vi) Taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph (iv)(2), with respect to any employee who is convicted –

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i) through (vi).

(b) The subgrantee may insert in the space provided blow the site(s) for the performance or work done in connection with

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the following certifications:

☑ Certification Regarding Lobbying (required for applications over $100,000)

☑ Certification Regarding Debarment, Suspension and Other Responsibility Matters (required for all applicants)

☑ Certification Regarding Drug-Free Workplace (required for state agency applications)

Subrecipient: Escambia Board of County Commissioners

Printed Name: Lumon J. May Title: Chairman

Signature: _____ Date: June 6, 2019

Approved as to form and legal sufficiency.
By: Kristin D. Hual, SACA
Date: 05-22-2019

ATTEST: Pam Childers
Clerk of the Circuit Court
By: _____ DEPUTY CLERK

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
OFFICE OF CRIMINAL JUSTICE GRANTS
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT)
PERFORMANCE MEASURES

Subrecipient: _____ **Report #:** _____

Subaward #: _____ **Period:** _____

The following pages outline general questions and performance measures for the Residential *Substance Abuse Treatment (RSAT)* grant program. The performance measures for this program were established to show the impact and value of the program and indicate how grant activities meet the following objectives:

1. Provide residential treatment facilities set apart—in a completely separate facility, or a dedicated housing unit in a facility exclusively for use by RSAT program participants—from the general correctional population.
2. Focus on the substance abuse problems of the RSAT program participants.
3. Develop each RSAT program participant's cognitive, behavioral, social, vocational, and other skills to solve substance abuse and related problems.
4. Require urinalysis and/or other proven reliable forms of drug and alcohol testing for RSAT program participants, including both periodic and random testing, and for former participants while they remain in the custody of the state or local government.

The performance measures for the RSAT program questions are structured in two formats—quantitative (numeric) measures and qualitative (narrative) measures. You will complete the quantitative measures in the spaces provided four times per year to report on your activity during the prior 3 months, also known as a reporting period.

You are required to report data for all measures as they relate to the activities funded plus 25 percent match funds.

Your responses to the questions that follow must be emailed to susanadams@fdle.state.fl.us.

If you have any questions about the performance measures, please call the Office of Criminal Justice Grants at 850-617-1250 or send an e-mail to susanadams@fdle.state.fl.us

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
OFFICE OF CRIMINAL JUSTICE GRANTS
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT)
PERFORMANCE MEASURES

SUBAWARD ADMINISTRATION

Is this the last time reporting before closing out this subaward? If "yes," you must complete the Court and Criminal Involvement questions.

A. Yes/No

GENERAL SUBAWARD INFORMATION

1. Was there grant activity during the reporting period? Subgrant activity is defined as any proposed activity in the approved subgrant application implemented or executed with RSAT funding.
   A. Yes ____
   B. No ____
   C. If no, please explain _____

2. Has the RSAT program admitted participants?
   A. Yes/No

ACTIVITY TYPE

3. What type of services do you provide to participants in your RSAT program? Select the services that best reflect the program design.
   A. Jail-based treatment services ____
   B. Prison-based services ____
   C. Aftercare services (including Department of Corrections or DOC-operated community-based facilities) _____

PROGRAM CHARACTERISTICS

4. Does your RSAT program use evidence-based treatment services? Evidence-based programs and practices are those demonstrated by the research literature to be effective at reducing substance use among court-involved individuals (e.g., see SAMHSA link at http://www.samhsa.gov/ebpwebguide/).
   A. Yes ____
   B. No ____
   C. If yes, please describe the evidence-based treatment services.
   _____

5. Please enter the number of **treatment staff** who work directly with participants in the RSAT program. When answering 'A', please count all treatment staff regardless of funding source. Staff would be all treatment employees, including but not limited to program managers, case managers, and clinicians. Do NOT count the number of mentors, volunteers, or interns.
   A. Number of treatment staff ____
   B. Of those reported in 'A', how many are paid for at least partially using RSAT, including matching funds? _____

6. Please enter the amount of funds from all sources (in dollars) spent in your RSAT program **during the reporting period** for the following areas:

Funds Spent during Quarter	RSAT Funds	Non-RSAT Funds (All Other Sources)
Salaries and Benefits		
Expenses		
Operating Capital Outlay		
Contractual Services		
Indirect Costs		

JAIL/PRISON-BASED PROGRAMS

7. During the reporting period, using RSAT funds including matching funds, did you pay for training for treatment staff to be cross trained in the jail/prison-based portion of the RSAT program?
   A. Yes/No (go to Question 10)

8. Please enter the number of **treatment staff** members who were cross trained in the jail/prison-based portion of the RSAT program*. This information should be based on the number of treatment staff who received training in the implementation of assessment instruments, motivational interviewing (MI) techniques, accountability training, or addiction-related trainings, as well as the number of treatment staff who received officer training and other security training sessions.*
   A. Number of treatment staff cross trained ____

9. During the reporting period, using RSAT funds including matching funds, did you pay for training for custody staff to be cross trained in the jail/prison-based portion of the RSAT program?
   A. Yes/No (go to next section)

10. Please enter the number of **custody staff** members who were cross trained in the jail/prison-based portion of the RSAT program. *This information should be based on the number of uniformed officers who received training in the implementation of assessment instruments, motivational interviewing (MI) techniques, accountability training, or addiction-related trainings, as well as the number of treatment staff who received officer training and other security training sessions.*

A. Number of custody staff cross trained ____

The following questions pertain to individuals who are receiving services in your RSAT program. The following sections include the following: Risk Assessment and Treatment Planning, Number of Participants Receiving Services, Services Provided, Program Completion, Alcohol and Substance Involvement, and Court and Criminal Involvement. For these questions, please report the number of individuals equal to the proportion of the Federal funds (plus matching funds) of your total annual budget for the RSAT program. For example, if the RSAT subgrant (plus matching funds) accounts for 65% of the total annual budget, then please report on 65% of the program participants. When applying the percentage, please round to the nearest whole number. Similarly, if RSAT funds (plus matching funds) are paying for a specific number of beds/treatment spaces within your facility, please report on those individuals who are occupying those beds/treatment spaces.

Risk Assessment and Treatment Planning

11. Of those who entered the jail/prison-based portion of the RSAT program during the reporting period, please enter the number of jail/prison-based participants who were administered a risk and/or needs assessment. *A risk and needs assessment is an instrument to help identify factors that may lead a participant to reoffend. It pinpoints needed services to minimize those risks. Only include those individuals who have been admitted to the RSAT program.*

A. Number of jail/prison-based participants administered a risk and needs assessment _____

12. Please name the risk assessment instrument(s) that is used to assess risk/need.

_____

13. Of those who entered the jail/prison-based portion of the RSAT program during the reporting period, please enter the number of such individuals who were identified as having high criminogenic risks and/or high substance abuse treatment needs.

A. Number of jail/prison-based participants with high criminogenic risks/needs

_____

14. Of those who entered the jail/prison-based portion of the RSAT program during the reporting period, please enter the number with an individualized substance abuse treatment plan. *The number entered should be equal to or less than the number of participants currently enrolled and should be based on an unduplicated count of participants with an individualized treatment plan. Participants with updated individualized treatment plans should be counted only once.*

A. Number of jail/prison-based participants with an individualized treatment plan _____

Number of Participants Receiving Services

15. Please enter the total number of jail/prison-based participants enrolled in the RSAT program **as of the last day of the reporting period**.

A. Total number of jail/prison-based participants enrolled **as of the last day of the reporting period** _____

16. Please enter the number of NEW jail/prison-based participants admitted during the reporting period.

A. Number of NEW jail/prison-based participants admitted_____

Services Provided

17. Please enter the number of jail/prison-based participants who were provided services during the reporting period with RSAT funds, including matching funds, through the following treatment components:

A. Substance abuse and treatment services _____
B. Cognitive and behavioral services (cognitive behavioral services include interventions that address criminal thinking and antisocial behavior) _____
C. Employment services _____
D. Housing services _____
E. Mental health services _____
F. Other services _____
G. Please explain other services _____

18. Please enter the number of jail/prison-based participants who were provided with **transitional planning services with RSAT funds, including matching funds,** during the reporting period. *To provide transitional planning services, the RSAT program must work with clients to develop* individualized *post-release plans that address each client's needs in terms of housing, employment/financial support, and ongoing therapeutic needs. These include enrollment in Medicaid or subsidized insurance programs, where available. They also include prerelease engagement with the community correctional agency that will be providing post-release supervision of the client, where relevant.* ***Note:*** *Blanket referrals to community self-help programs do* ***not*** *constitute "transitional planning services."*
    A. Number of jail/prison-based participants receiving transitional planning services____

Medication Assisted Treatment

The following questions ask about any Medication Assisted Treatment (MAT) participants may be receiving within your program during the reporting period.

19. If your treatment program includes medication assisted treatment, which of the following medications are you utilizing? *Check all that apply.*
    A. ____ We do not provide MAT (Skip next question)
    B. ____ We do not have access to MAT (Skip next question)
    C. ____ Naltrexone (Vivitrol®, depot naltrexone)
    D. ____ Buprenorphine or Buprenorphine/Naloxone (Bup/NX) (Suboxone®,)
    E. ____ Methadone

20. Of the total participants enrolled in your program, how many were deemed eligible for medication-assisted treatment and of those eligible, how many received MAT during the reporting period?
    A. Individuals Eligible for MAT: ____
    B. Individuals receiving at least one treatment: ____

Program Completion

21. Please enter the number of participants who **successfully completed** all requirements of the jail/prison-based portion of your RSAT program during the reporting period. *The number entered should represent only those participants who successfully completed all the requirements of the RSAT program during the reporting period.*

A. Number of jail/prison-based successful completers _____

22. Of those jail/prison-based participants who **successfully completed** all program requirements, please enter the number **released into the community** during the reporting period.

A. Number of jail/prison-based successful completers released to the community _____

B. Of those reported in 'A', how many individuals were released under correctional supervision. _____

C. Of the number of successful completers released to the community, how many individuals were referred to an aftercare program. *Aftercare programs are defined in 42 U.S.C. 3796ff-1(c)*_____.

23. Of those jail/prison-based program completers released into the community, please enter the number with a **continuity of care arrangement or reentry or transitional plan**. *The number should be based on the number of participants with active treatment plans that continue in the community and on participants who receive referrals for services after their release into the community.*

A. Number of jail/prison-based successful completers with confirmed continuity of care arrangements _____

24. Please enter the number of individuals who **did not complete** the jail/prison-based portion of the RSAT program for the categories below. *Participants should not fit in more than one category, so please choose the option that best represents why these individuals did not complete the program.*

Jail/Prison-based Incompletes		
Measure		**Number**
A	Number of participants no longer in the program due to **termination for a new charge**	
B	Number of participants no longer in the program due to **release or transfer to another correctional facility**	
C	Number of participants no longer in the program due to **death** or **serious illness**	
D	Number of participants no longer in the program due to **voluntary drop out**	

E	Number of participants no longer in the program due to **failure to meet program requirements**	
F	Number of participants no longer in the program due to **violation of institutional rules**	
G	Number of participants who did not complete the program for other reasons (please specify below)	

25. Of those jail/prison-based participants who left the RSAT program **successfully,** please enter the number who completed the program during the following timeframes. *The sum of all of these categories should be equal to the number in question 15. If not, please check for data entry errors.*

A. 0 to 3 months ___
B. 4 to 6 months ___
C. 7 to 9 months ___
D. 10 months or more ___

26. Of those jail/prison-based participants who left the RSAT program **unsuccessfully or did not complete the program,** please enter the number who left the program during the following timeframes. *The sum of all of these categories should be equal to the number in question 18. If not, please check for data entry errors.*

A. 0 to 3 months ___
B. 4 to 6 months ___
C. 7 to 9 months ___
D. 10 months or more ___

Alcohol and Substance Involvement

27. Please enter the number of **jail/prison-based** participants who were administered an alcohol/drug test (e.g., urinalysis test) before admission into your RSAT program. *As a requirement, grantees must agree to implement or continue to require urinalysis or other proven reliable forms of testing, including both periodic and random testing (1) of an individual before the individual enters an RSAT program and during the period in which the individual participates in the treatment program; and (2) of an individual released from an RSAT program if the individual remains in the custody of the state.*

A. Number of jail/prison-based participants tested before admission _____

28. Of those enrolled in the **jail/prison-based** portion of the RSAT program**,** please enter the total number of participants tested for alcohol or illegal substances during the reporting period. *This should represent the total number of RSAT participants who were given drug tests. The number entered should be an unduplicated count only of participants who were tested for alcohol or illegal substances, and it should be equal to or greater than the number of participants who tested positive. If not, please check for data entry error.*

A. Total number of jail/prison-based participants tested for alcohol or illegal substances _____

29. Of those enrolled in the **jail/prison-based** portion of the RSAT program, please enter the number of participants who tested positive for the presence of alcohol or illegal substances during the reporting period. *The number entered should be an unduplicated count only of participants who tested positive for alcohol or illegal substances, and it should be equal to or less than the total number of participants tested. If not, please check for data entry error. Alcohol and substance use information should be based on documented tests rather than self-reported information from program participants. Include all participants who received services during the reporting period, regardless of whether they successfully completed the RSAT program, left without completing it, or are currently enrolled.*

A. Number of jail/prison-based participants who tested positive for alcohol or illegal substances ____

30. During the reporting period, please enter the number of participants who were administered an alcohol/drug test (e.g., urinalysis test) within 30 days after **successfully completing** your residential drug treatment program and are still under supervision of the program.

A. Number of jail/prison-based participants tested after program completion _____

B. Of that number, how many tested positive for alcohol or illegal substances after program completion _____

COURT AND CRIMINAL INVOLVEMENT: JAIL/PRISON BASED

The next set of questions is about court and criminal involvement for offenders who have ever participated in the RSAT jail/prison-based program. This section is to be completed at the close of the subgrant.

31. Since the **start** of the **RSAT subaward,** how many jail/prison based participants:
    A. Are still participating in the jail/prison-based RSAT program? _____
    B. Have successfully completed the jail/prison-based RSAT program and released into the community? _____
    C. Did not complete the jail/prison-based RSAT program and released into the community? _____
    D. Were released into a **mandated** aftercare program. *Aftercare programs are defined in 42 U.S.C. 3796ff-1(c)*_____.

32. Since the start of the RSAT subaward, enter the total number of jail/prison-based participants released into the community who successfully completed and unsuccessfully exited and were reincarcerated:

Court and Criminal Involvement Since the Start of the RSAT Award for Individuals Who Received Aftercare Services			
	Measure	Reincarcerated based on a **New Criminal Charge**	Reincarcerated based on a **Revocation for a Technical Violation**
A.	Participants released into the community (excluding mandated aftercare programs) who successfully completed the jail/prison based program		
B.	Participants released into the community (excluding mandated aftercare programs) who participated but unsuccessfully exited the program		

AFTERCARE PROGRAMS

The following questions pertain to individuals that are receiving services in your RSAT program. The following sections consist of the following: Risk Assessment and Treatment Planning, Number of Participants Receiving Services, Services Provided, Program Completion, Alcohol and Substance Involvement, and Court and Criminal Involvement. For these questions, please report the number of individuals equal to the proportion of the federal funds (plus matching funds) of your total annual budget for the RSAT program. For example, if the RSAT subgrant (plus matching funds) accounts for 65% of the total annual budget, then please report on 65% of the program participants. When applying the percentage, please round to the nearest whole number. Similarly, if RSAT funds (plus matching funds) are paying for a specific number of beds/treatment spaces within your facility, please report on those individuals that are occupying those beds/treatment spaces.

Risk Assessment and Treatment Planning

33. Of those who entered aftercare portion of the RSAT program during the reporting period, please enter the number of participants who were administered a risk and/or needs assessment. *A risk and needs assessment is an instrument to help identify factors that may lead a participant to reoffend. It pinpoints needed services to minimize those risks. Only include those individuals who have been admitted to the RSAT program.*

A. Number of aftercare participants administered a risk and needs assessment _____

34. Please name the **risk assessment instrument(s)** used to assess risk/need.

_____

35. Of those who entered the aftercare portion of the RSAT program during the reporting period, please enter the number of such individuals who were identified as having high criminogenic risks and/or high substance abuse treatment needs.

A. Number of aftercare participants with high criminogenic risks and/or high substance abuse treatment needs _____

36. Of those who entered the aftercare portion of the RSAT program during the reporting period, please enter the number with an individualized treatment plan during the reporting period. *The number entered should be equal to or less than the number of participants currently enrolled and should be based on an unduplicated count of participants with an individualized treatment plan. Participants with updated individualized treatment plans should be counted only once.*

A. Number of aftercare participants with an individualized treatment plan _____

Number of Participants Receiving Services

37. Please enter the total number of aftercare participants who are enrolled in the RSAT program as of the last day of the reporting period.

A. Total number of aftercare participants enrolled as of the last day of the reporting period_____

38. Please enter the number of NEW aftercare participants admitted during the reporting period.

A. Number of new aftercare participants admitted_____

39. Of those newly admitted **aftercare** participants released to the community, please enter the number with a **continuity of care arrangement** or **reentry or transitional plan**. *The number should be based on the number of participants with treatment referrals for services after their release into the community.*

A. Number of new aftercare participants with continuity of care arrangements ____

Services Provided

40. Please enter the number of aftercare participants who were provided services during the reporting period with RSAT funds, including matching funds, through the following treatment components**:**

A. Substance abuse and treatment services ___
B. Cognitive and behavioral services (including interventions that address criminal thinking and antisocial behavior) ___
C. Employment services _____
D. Housing services _____
E. Mental health services _____
F. Other services _____
G. Please explain other services _____

41. If your treatment program includes medication assisted treatment (MAT), which of the following medications are you utilizing? *Check all that apply.*

A. ____ We do not provide MAT (Skip next question)
B. ____ We do not have access to MAT (Skip next question)
C. ____ Naltrexone (Vivitrol®, depot naltrexone)
D. ____ Buprenorphine or Buprenorphine/Naloxone (Bup/NX) (Suboxone®,)
E. ____ Methadone

42. Of the total participants enrolled in your program, how many were deemed eligible for medication-assisted treatment (MAT) and of those eligible, how many received MAT during the reporting period?
    A. Individuals Eligible for MAT: ____
    B. Individuals receiving at least one MAT treatment: ____

Program Completion

43. Please enter the number of participants who successfully completed all requirements of the aftercare portion of your RSAT program during the reporting period. The number entered should represent only those participants who successfully completed all the requirements of *the RSAT program during the reporting period.*
    A. Number of aftercare **successful** completers ___

44. Please enter the number of individuals who **did not complete** the **aftercare** portion of the RSAT program for the categories below. *Participants should not fit in more than one category, so choose the option that best represents why these individuals did not complete the program.*

Aftercare Incompletes		
Measure		**Number**
A.	Number of participants no longer in the program due to **failure to meet program requirements**	
B.	Number of participants no longer in the program due to **court** or **criminal involvement** (technical violation, arrest, conviction, revocation, reincarceration)	
C.	Number of participants no longer in the program due to **voluntary drop out**	
D.	Number of participants no longer in the program due to **absconding**	
E.	Number of participants no longer in the program due to **relocating** or **case transfer**	
F.	Number of participants no longer in the program due to **death** or **serious illness**	
G.	Number of participants who did not complete the program for **other** reasons (please specify below)	

45. Of those aftercare participants who left the RSAT program **successfully,** please enter the number who completed the program during the following timeframes. *The sum of all of these categories should be equal to the number in question 39. If not, please check for data entry errors.*

A. 0 to 3 months ___
B. 4 to 6 months ___
C. 7 to 9 months ___
D. D.10 months or more ___

46. Of those aftercare participants who left the RSAT program **unsuccessfully or did not complete the program,** please enter the number who left the program during the following timeframes. *The sum of all of these categories should be equal to the number in question 40. If not, please check for data entry errors.*

A. 0 to 3 months ___
B. 4 to 6 months ___
C. 7 to 9 months ___
D. 10 months or more ___

Alcohol and Substance Involvement

47. Please enter the number of participants who were administered an alcohol/drug test before admission into your aftercare program. *As a requirement, subgrantees must agree to implement or continue to require urinalysis or other proven reliable forms of testing, including both periodic and random testing (1) of an individual before the individual enters an RSAT program and during the period in which the individual participates in the treatment program; and (2) of an individual released from an RSAT program if the individual remains in the custody of the state.*

A. Number of aftercare participants tested before admission into the program

_____

48. Of those enrolled in the **aftercare** portion of the RSAT program**,** please enter the total number of participants tested for alcohol or illegal substances during the reporting period. *This should represent the total number of RSAT participants who were given drug tests. The number entered should be an unduplicated count only of participants enrolled in the program who were tested for alcohol or illegal substances, and it should be equal to or greater than the number of participants who tested positive. If not, please check for data entry error.*

A. Total number of aftercare participants tested for alcohol or illegal substances

_____

49. Of those enrolled in the **aftercare** portion of the RSAT program, please enter the number of participants who tested positive for the presence of alcohol or illegal substances during the reporting period. *The number entered should be an unduplicated count only of participants enrolled in the program who tested positive for alcohol or illegal substances, and it should be equal to or less than the total number of participants tested. If not, please check for data entry error. Alcohol and substance use information should be based on documented tests rather than self-reported information from program participants. Include all participants who received services during the reporting period, regardless of whether they successfully completed the RSAT program, left the program without completing it, or are currently enrolled.*

A. Number of aftercare participants who tested positive for alcohol or illegal substances ____

50. During the reporting period, please enter the number of participants who were administered a drug test within 30 days after successfully completing your residential drug treatment program.

A. Number of aftercare participants tested after program completion _____
B. Of that number, how many tested positive for alcohol or illegal substances following program completion?_____.

COURT AND CRIMINAL INVOLVEMENT: AFTERCARE

The next set of questions is about court and criminal involvement for ex-offenders who have ever participated in the RSAT Aftercare program. Note that individuals can be included in more than one category. For example, an ex-offender could be arrested and have a conviction; the individual should therefore be counted in both categories. If an ex-offender has multiple arrests or convictions, only count that individual once. This section is to be completed at the close of the grant.

51. Since the **start** of the RSAT subgrant**,** how many aftercare participants:

A. Are still receiving aftercare services? _____
B. Have successfully completed aftercare services? _____
C. Did not complete aftercare services? _____

52. Since the start of the RSAT subgrant, enter the total number of aftercare participants who have had a **court** and/or **criminal involvement event**. *An ex-offender can be counted in more than one category (i.e., an individual can have an arrest and a conviction and then be reincarcerated). However, do not count the frequency of events (i.e., number of arrests and convictions). Pending charges that the individual had prior to entering the program should not be counted.*

Court and Criminal Involvement Since the Start of the RSAT Subaward for Individuals Who Received Aftercare Services					
Measure		**Arrested on a New Charge**	**Conviction for a New Charge**	**Revocation of the Terms of Supervised Release**	**Reincarceration Based on a New Sentence**
A.	Participants who are **still participating** in the program				
B.	Ex-participants who **successfully completed** the program				
C.	Ex-participants who **unsuccessfully exit** the program				

53. How was the information obtained for those ex-offenders who were **arrested** on a new charge? *Select the best option that describes how the information was obtained.*

A. The grantee is a criminal justice agency such as the department of corrections, probation, or parole and has access to this information.
B. The grantee has a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or a linkage agreement with a correctional agency that has access to this information.
C. The grantee conducts public record jail/prison searches online.
D. The grantee entered unofficial data (through word of mouth or from participants who reported the incident).
E. The grantee does not have access to official justice information.
F. Other (Please specify)

_____

54. How was the information obtained for those ex-offenders who were **convicted** of a new crime? *Select the best option that describes how the information was obtained.*

A. The subgrantee is a criminal justice agency such as the department of corrections, probation, or parole and has access to this information.
B. The subgrantee has a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or a linkage agreement with a correctional agency that has access to this information.
C. The subgrantee conducts public record jail/prison searches online.
D. The subgrantee entered unofficial data (through word of mouth or from participants who reported the incident).
E. The subgrantee does not have access to official justice information.
F. Other (Please specify)

_____

55. How was the information obtained for ex-offenders who had a **revocation** of the terms of supervised release? *Select the best option that describes how the information was obtained.*

A. The subgrantee is a criminal justice agency such as the department of corrections, probation, or parole and has access to this information.
B. The subgrantee has a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or a linkage agreement with a correctional agency that has access to this information.
C. The subgrantee conducts public record jail/prison searches online.
D. The subgrantee entered unofficial data (through word of mouth or from participants who reported the incident).
E. The subgrantee does not have access to official justice information.
F. Other (Please specify)

_____

56. How was the information obtained for those ex-offenders who were **reincarcerated based on a new sentence?** *Select the best option that describes how the information was obtained.*

A. The subgrantee is a criminal justice agency such as the department of corrections, probation, or parole and has access to this information.
B. The subgrantee has a Memorandum of Understanding (MOU), a Memorandum of Agreement (MOA), or a linkage agreement with a correctional agency that has access to this information.
C. The subgrantee conducts public record jail/prison searches online.
D. The subgrantee entered unofficial data (through word of mouth or from participants who reported the incident).
E. The subgrantee does not have access to official justice information.
F. Other (Please specify)

_____

NARRATIVE QUESTIONS

1. What were your accomplishments within this reporting period?

2. What goals were accomplished, as they relate to your grant application?

3. What problems/barriers did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones?

4. Is there any assistance that OCJG can provide to address any problems/barriers identified in question #3?
   A. Yes (Please explain below)
   B. No

5. Are you on track to fiscally and programmatically complete your program as outlined in your grant application?
   A. Yes
   B. No (Please explain below)

_____

_____

_____

_____

6. What major activities are planned for the next 6 months?

_____

_____

_____

_____

7. Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with OCJG?

_____

_____

_____

_____

THANK YOU FOR PARTICIPATING!

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16188 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Recommendation Concerning Benefit Administration System
From: PAULETTE STALLWORTH
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Benefit Administration System - Paulette Stallworth, Interim Human Resources Director

That the Board take the following action concerning a new Benefit Administration System:

A. Approve awarding the PlanSource Statement of Services and Software as a Service (SaaS) Agreement to PlanSource for providing Web Based Benefit Services to include a one-time implementation cost of $15,000 (120 days for implementation) and a guarantee rate per the Agreement starting when the system goes live for 36 months;

B. Authorize a Purchase Order in the amount of $250,000, for the implementation cost and monthly charges to September 30, 2020;

C. Authorize USI to contact WageWorks and ACAWise to terminate our present contracts early, on or before August 31, 2019, to end coverage as of midnight September 30, 2019; and

D. Authorize the County Administrator to sign the PlanSource Statement of Services and the Software as a Service Agreement.

[Funding Source: Fund 501, Internal Service Fund; Cost Center 150108, Object Code 53101 and 54501]

BACKGROUND:

USI solicited the market for the County and received six proposals:

Business Solver	Empyrean
PlanSource	Web Benefits Design
BenefitExpress	BenTek

USI conducted an analysis of the proposals. The four finalists were selected based on their experience successfully serving customers similar to the BCC, organizational capability to provide the stated scope of services, price per employee per month (PEPM), the capability of the vendor's software to interface with eFin (our current payroll system), market reputation, and USI's experience working with the vendor. Representatives from USI, BCC Human Resources and Information Technology, the Clerk of Court's Payroll and Information Technology, were all involved in vetting process.

Presently, the payroll system supports the benefits administration for employees, retirees, and families. The payroll system is inadequate to address our requirements for the administration of programs such as COBRA, Affordable Care Act (ACA), IRS Section 125 Cafeteria Plans, etc. We have additional requirements for an accurate open enrollment module. Attached is a 6-page log of typical issues we have encountered recently with our current system.

Additionally, a dedicated Benefit Administrative System would provide access to the benefits information from home orwork, and is mobile friendly; currently employees can only access their benefits administration information from a PC at work. The proposed system will support all employees and retirees within a single system; our current system does not adequately support the management of retirees' benefits.

The pricing model is as follows:

- Active full-time employees a cost of $8.00 PEPM (1977),
- Retirees that have either medical, dental or vision a cost of $4.25 PEPM (503),
- And retirees that only have life insurance through the county a cost of $.50 PEPM (483).

These employee and retiree numbers are subject to monthly variance which may marginally impact our cost.

The services being provided include a benefits administration website and associated software, ACA auditing/reporting and documents provided to employees, customer service call center providing benefits support, billing reconciliation services related to enrollment, COBRA compliance including documents being provided to eligible employees, dependent eligibility. Consolidating ACA auditing/reporting and COBRA services will reduce our present budget for those services by $31,000.

This purchase order addresses implementation and interface development costs. The interfaces will provide a significant improvement in the information available to employees regarding their benefits availability and usage.

In closing, the purchase of these services is necessary to adequately support the more than3,000 employees and retirees, along with their dependents, who participate in our benefit plans. Additionally, these services allow us to continue to meet our federal and state mandates regarding benefits and benefits information.

BUDGETARY IMPACT:

The $250,000 comes from the savings we received from available excess premiums resulting in part from last year's negotiated contracts for dental, health, life, and vision insurance.

Fund 501 Cost Center 150107 object code 54601

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The Human Resources Department will be the liaison with PlanSource, vendors, payroll and the IT Department during the implementation period and will communicate to the employees when the system it ready to go live.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A Purchase Order will be the instrument utilized for making payment against the Agreement.

COORDINATION WITH OTHER AGENCIES/PERSONS:

The Human Resources Department will coordinate with the County Attorney's Office with the contract and other appointing authorities to ensure of the program implementation.

Attachments

efin Issues

EFIN Summary 2018

Overview of our concerns with using EFIN for benefits. This is our fourth year using the system and there are most of the same issues along with additional challenges.

Missing Dates – 2018 O/E

- Effective dates for employees who had a Qualifying Event in October missing – No start date for the original benefit or the new QE effective date. Example: Employee changed to 1552 EE & Spouse coverage effective 10/01/2018 – there were no start or end dates on the old – 1552 EE only plan, or the new 1552 EE & Spouse plans for health, dental and vision.
  (Working with Clerk IT to view the record in TEST to get the original benefit coverage effective date – I entered the dates on all benefits)
- Effective date missing for New Hire for his vision care. S/B 10/01/2018 – I entered the start date into EFIN
- The Flexible Spending HCRP end date in EFIN Benefits changed to 12/31/2019, but the amount for 2019 is not correct – Example: Amount for 2019 S/B $2,650
- New employee entered in. The start date for medical plan is not staying. Add it and exit. Go back in and it's gone again. Ex: Benefit Code 196
  - Same for Benefit codes 190,300, 381, 382, 390
- Employee that will soon be retiring- Her dates are gone! There are no start dates or end dates in her Benefit record. Her benefits are marked inactive – She retires this month on 11/19.

Benefit History Missing - **<u>This is an on-going issue……</u>**

- No history/ Lost history for plan in EFIN benefits – Example: Employee came in with a Medicare Form for us to complete – This form needs the employee's health insurance start date.
  He came over with the Jail. When I look in EFIN Benefits it shows his health insurance start date as 01/01/2015 on the 1352 (03359) plan. It shows that he switched to the 1552 (03559) plan effective 01/01/2017. I knew his DOH with the County was 10/01/2013, so I looked at his check information to see if he had health insurance prior to 01/01/2015 and he did.
  Here's the correct information:
  10/01/2013 – 12/31/2016 – 1352 Plan
  01/01/2017 - Present – 1552 Plan

- Re-Hires – Once you rehire an employee and enter the new start dates for benefits, their prior benefits history is gone. This is important when completing verification of benefits and in doing the ACA reporting research.

- Employee switched to Code 192 – 1352 EE & Children during 2018 O/E
  1352 Non-tobacco EE & Children plan - it shows that this employee is enrolled in the plan, but the start date is 01/01/2015 (the employee had been in the plan in 2015). The system is picking up the old start date because the system does not allow the same benefit code/plan with

different dates). The 2018 plan code – 196 - 1552 Non-tobacco EE & Children plan is end dated 12/31/2018 and the dependent Daughter's end date is 12/31/2018 – The Grandson's record also shows an end date of 12/31/2018, but his actual end date was 06/30/2016 (at 18 months) So, the start date for my 2019 plan should be 01/01/2019; and when you look at the dependents for this plan, the Daughter has a start date of 01/01/2015 and an end date of 12/31/2015. She should not have an end date. There is that extra line with no name and a 01/01/2019 start date.

I made no change to the Dental – High Option EE & Children plan – if you look at my dependent on this plan – It shows the Daughter with a start date of 01/01/2015 and the correct end date of 01/01/2075, but there is that extra line with no name and the 01/01/2019 start date.

- Opt Out Plan issues:
  Employee should be enrolled in the Opt Out Plan, but the B130 Code shows a start date of 01/01/2018 and a stop date of 12/31/2018 – I talked to her and she said that she did enroll in the Opt Out Plan in the Open Enrollment Wizard.
  Clerk IT, remembered that we added the Opt Out Plan and changed the Waive Medical to read not eligible for the Opt Out Plan, so that may be the reason that the Opt Out election is not showing up????
  The employee's Health Care Reimbursement is not correct – She elected $1,440 annual or $60.00 per pay but it is showing the 2018 elected amount with the end date of 12/31/2019.
  Clerk Payroll looked in TEST at the Payroll side and said that the Opt out is right there. Is there some type of flag that needs to me lifted?

- Employee enrolled in wrong plan
  EE is somehow enrolled in the code # 222 – 1352 tobacco – EE & Family plan? Not sure how that happened??
  I have corrected this in LIVE – Effective date changes.
  If you look at his dental and vision plans – code # 312 & 401 – his dependents are listed with a 01/01/2017 date, but there are three blank lines with a start date of 01/01/2019

- Dental history missing
  Employee has been enrolled in dental coverage since 2015, but the only coverage that is now shown in Benefits is Dental High Option – EE & Family coverage – effective 01/01/2019- she has had EE & Children coverage – then EE & Spouse coverage and now EE & Family coverage – but, none of that history is in EFIN Benefits.

- Change in plans
  Employee changed from the 1168 EE only plan to the 3359 plan – the system gave the 3359 plan an effective date of 01/01/2016. Here's her history:
  HSA from 06/01/2015 through 12/31/2015
  1352 plan from 01/01/2016 through 12/31/2017
  HSA Plan from 01/01/2018 through 12/31/2018

The Opt Out Plan 2018 O/E

- Opt Out/Waive Medical issue – we changed code 384 to Waive Medical not eligible for Opt out in the O/E wizard. We realized today that we need code 384 to be HIR Life – to mirror the Payroll deduction code. So, Clerk IT changed the 384 code back to by HIR life and;
  We will add a code **(B131)** for Waive Medical Not eligible for Opt Out
- When making changes in Effective Date Changes for open enrollment it only changes the plan. If the plan is anything other than single coverage, we will have to touch the employee record once it moves over to production. Because there is no way to attach dependent(s) in the program.
- Request a report to include longevity and employees enrolled in LTD to adjust premiums for upcoming year. This process became a manual process.
- Employee with positive tobacco results – her health ins start date was missing when I went in to change her to the tobacco plan (positive tobacco results). I have corrected the date for code 195 1552 EE & Spouse – non-tobacco to 01/01/2018 – 10/31/2018. tm

FSA – Health Care Reimbursement Enrollments – 2018 O/E

- Employees whom have been termed are now showing their FSA with a 12/31/19 end date. Came across one whom was a 3/31/18 benefits end date and their FSA deduction end date was changed?
- While doing the FSA bill, I have noticed employees showing on my EFIN report with 12/31/18 end dates when they should not be in the FSA for 2019.

Dependent Issues – 2017 & 2018 O/E

- When employees added a dependent during o/e in the O/E wizard, the dependent was added to benefits, but not added in the employee dependents – which is where the SSN, DOB, Gender, Address, etc…. is stored.
  The added dependent is showing in the individual benefit – in the dependent tab on some employees, but not on others. It also added a new row of information for this dependent which duplicated the dependent information if already in the system.

- Duplicate dependent rows caused huge errors for the interface files. We had to go in – delete the dependent from the benefit – delete the extra rows and then add them back in the dependents tab and then re-attach them to each benefit with the correct start dates. Most of the time that meant calling the employee to get the dependents SSN and DOB as that did not store when the employee entered them into the wizard.

Effective Date Changes not loaded into Payroll

- Several FSA enrollments that were loaded into Effective Date Changes by Benefits with the 01/01/2019 start date was not changed to the Payroll start date. This means that their FSA deductions did not begin on their January check. The start date was supposed to be changed to 12/28/2018 for Payroll. **25** Employees were impacted

Interface Issues/ Automated File – this has happed each year after open enrollment!

- QE change – adding newborn – end dated the plan 03359 EE only effective 01/13/2019 and added 03359 EE & Children effective 01/14/2019. This was done on Tuesday, 01/22 – The interface went to Florida Blue on Thursday, 01/24 and it only picked up the end dated plan and cancelled the employee's coverage. An EE went to get the baby's RX and he wasn't in the system.
- QE change – deleting dependents – the end date was not picked up on the a/e file – I emailed Clerk IT and he said that he corrected the file by changing the hard coded 01/01/2019 to the current date.
- New Hire Benefits not going over on a/e file – NH's effective 02/01/2019 – their information did not get picked up with any of the Dec/Jan a/e files – Employees calling to use their benefits and they have not received ID cards and are not in the FB, Delta, Humana systems. This means we email the employee and the dependent information to FB – Our Florida Blue Rep had to manually enter them. This takes time to send the SSN, DOB, DOH, Dep SSN DOB, etc…….
  I emailed Clerk IT, 02/04/2019 - he did change the date parameters to include the 02/01 date.
- If an employee changed from Smoking to Non-smoking it crossed over on the interface as if the employee has terminated coverage.

ACA

- We just completed the fourth year of using the EFIN system for the ACA. I do not know what Superion did this year but presently the ACA system is broke. There are codes missing where a person really cannot audit the information. We are responsible to mail and file to IRS for 8 (Employer Tax Information Numbers (organizations).
- I cannot uncover the number of records or line items that are going across this year. But it will be more than last year.
- This does not include the monthly audit required by ACA (Looking at the number of hours part-time employees are working) This report needs some work.
- Last year the system created files for retirees separated prior to the year we were filing and terminated employees from other agencies. This year we had to enter/create a file for over 200 personnel.
- (2017) We had to review, correct or create files for over 700 line items.
- (2018) We had to review, correct or create files for over 1000-line items.
- (2017) We spent between 120 to 180 hours to complete the audit last year and this year. This year it was not as challenging because we had a better understanding of what we needed to look for.

- (2018) The system was not working until the middle of January and thank goodness we had until March 4th. The forms were mailed the week before the deadline.
- (2018) With the help of COC IT we received a file to start auditing around Christmas and we set a goal to try to complete the Audit and have it to our vendor and mailed by the original deadline set by IRS. I got the last file to them on January 31st which is the original deadline to have the 1095's mailed. I spent the majority of my time from Christmas to January 31st auditing these ACA files.

EFIN provides a good point to start but with the experience I have gained in the past three years there are a number of items that crossed over from general and open enrollment that affects this process:

- Such as not having record history capability to support changes throughout the year. Sometimes an employee may add or drop a dependent a couple of times during the year and we need to address that in the 1094 and 1095.
- Re-Hires – Once you rehire an employee and enter the new start dates for benefits, their prior benefits history is gone.
- In year three I had to create files for retirees and employees terminated from other agency that have coverage this year or retired before 2017, which concerns me, as I had to add their name, SSN, DOB so there are more chances for errors. This includes the dependents also.
- Employees in a relief status are not being reflected as being employed until they become full-time. Leaving blank spaces.
- With the present system, each new hire record for both the employee and dependent must be touched at all three levels of the 1095 form. The system does not identify the hire date and waiting period correctly. So, we must change the coding in the system for each of these.
- Qualifying events such as adoption, divorces, and births - The system does not recognize the month of the event, so you have to correct each of these items.
- Retiree codes must be reviewed each year. If a retiree retired July 2017 and maintained coverage the system would reflect them as an active employee. Which the coding should change in August for their employment status. If they retired in years past the code is different. If they drop coverage during the year, the coding is completely different.
- There is not as much to do for terminations or dropping dependents off the plan, but they must also be reviewed.
- Part-time employee audit – there is no simple method to review the number of hours a part-time employee works. We receive a report from payroll. The concern here is if the employees are coded correctly in EFIN such as part-time, seasonal, student (etc.)? To me the report needs some work.

Not only do we have yearly requirements, but each month we have to audit part-time employees and the number of hours they work to ensure that they are not eligible for health care based on the average number of hours they work in a 12-month look-back period. What even makes this more challenging is that we have 8 separate Federal ID #'s that must be filed separately.

As an employer, we can use a third-party administrator (cost for FY 18 is $15,200) for mailing the forms (deadline January 31, 2018) to the employees and filing with the IRS (electronically March 31, 2017), but the ultimate responsibility still lies with the employer to ensure the information is correct. It helps to have someone review and have their input to ensure we have met the requirements of the law.

My concerns are in relation to reporting requirements of the employer and if/when IRS enforces this requirement under the ACA. The fines are hefty and the amount of work to accomplishment these requirements are truly a challenge. I have provided everyone an example that I found in relation to the cost if we do not do this correctly. If it happens to us we could be looking at 4M dollars in penalties.

Example of penalty:

In 2015 and 2016, Company X offers a group health plan to its 280 full-time employees working in Arizona but does not offer coverage to its 20 full-time employees or five part-time employees working in other states. One full-time employee purchases health coverage through the Marketplace with premium tax credits. Since Company X is offering health coverage to 93 percent (280/300) of its full-time employees, it would not be subject to a penalty for 2015 since it meets the 70 percent threshold for that year. However, it does not meet the 95 percent threshold and could face a nondeductible penalty for 2016 of $583,200 (300 full-time employees – 30 employees) x $2,160.

As we receive the errors from the ACA filing to IRS, we are correcting SSN's and names of employees and dependents to ensure that they match their social security cards.

Problem when correcting/changing SSN's in EFIN

When a Social Security number is corrected in EFIN, it totally deleted the employee's benefits. Florida Blue emailed me that her benefits did not come over on the A/E file – after researching this, I realized that she was one of the ACA errors – SSN correction – The Clerk Payroll Supervisor corrected her SSN – and we had to re-enter her benefits into EFIN.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16235 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Amendment #1 to Agreement for SHIP Housing Counseling Services
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment #1 to Agreement for State Housing Initiatives Partnership Housing Counseling Services - Tonya Green, Neighborhood & Human Services Department Director

That the Board take the following action concerning Amendment #1 to Agreement for State Housing Initiatives Partnership (SHIP) Housing Counseling Services:

A. Approve Amendment #1 to Agreement for SHIP Program Housing Counseling Services with Community Enterprise Investments, Inc. (CEII), to extend the program activities through August 31, 2019; and

B. Authorize the Chairman or Vice Chairman to execute the Agreement and related forms as required to implement the Agreement.

[Funds: Fund 120, 2017 SHIP, Cost Center 370204]

BACKGROUND:

On November 18, 2016, Florida Housing Finance Corporation (FHFC) advised local governments of the availability of funding from National Mortgage Settlement funds allocated to FHFC through the Foreclosure Counseling Program (FCP) to be utilized for housing counseling services. Through Board action on December 8, 2016, Escambia County applied for $44,018 in funds from FHFC, and the Board approved an Agreement with CEII on April 20, 2017 to provide support for homebuyer education classes and individual financial and credit counseling services. This Amendment extends the Agreement period through August 31, 2019 as requested by CEII to allow for additional time to complete program

activities. No other changes are being made to the agreement.

BUDGETARY IMPACT:

Funding is available from 2017 SHIP, Cost Center 370204, which was allocated via Budget Amendment at the February 2, 2017 BCC meeting. No additional funds are being allocated as part of this request.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

Not applicable to this Amendment.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendment required for use of funding through end of August.

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division will coordinate implementation of this Amendment with CEII.

Attachments

Amendment 1 CEII SHIP Hsg Counseling

AMENDMENT #1
Agreement for SHIP Housing Counseling Services

THIS Amendment, made and entered into by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida, ("County"), FID# 59-6000598 and **COMMUNITY ENTERPRISE INVESTMENTS, INC.,** a not for profit corporation organized under the laws of the State of Florida ("Agency"), FID #59-1586520.

WITNESSETH:

WHEREAS, on April 20, 2017, the parties previously entered into a SHIP Housing Counseling Services for the purpose of financing housing counseling activities provided by the Escambia/Pensacola State Housing Initiatives Partnership Program (hereinafter referred to as "SHIP Program" or "the Program"); and

WHEREAS, Agency has requested an extension to complete the program activities; and

WHEREAS, the County and Agency now wish to amend the Agreement to extend the term provided under the Agreement to provide for completion of the project as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration the County and Agency hereby agree to amend the Agreement as follows:

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

SECTION 2. ARTICLE VI is amended to read as follows:

6. This Agreement shall be effective for the period beginning the **20th day of April, 2017, and shall terminate on ~~June 30, 2019~~ August 31, 2019,** unless canceled sooner with or without cause, by agreement of the Contract Managers giving thirty (30) days prior written notice of such cancellation.

SECTION 3. All other provisions of the original Agreement and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

SECTION 4. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

BY:_____
Lumon J. May, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved: June 6, 2019

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-18-2019

S E A L

COMMUNITY ENTERPRISE INVESTMENTS, INC., a Florida not for profit corporation

WITNESSED:

By: _____
Percy L. Goodman, Jr.
Acting Executive Director

_____
Print Name:_____

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Percy L. Goodman, Jr., Acting Executive Director of Community Enterprise Investments, Inc., who did not take an oath and who ( ) is personally known to me or ( ) produced _____ as identification.

_____
Signature of Notary Public

(Notary Seal must be affixed)

_____
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16248 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following June 6, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Bert Thomas Black and Helen S. Black, owners of residential property located at 6226 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

2. The Agreements between Escambia County CRA and Joseph D. Cooper and Maria C. Cooper, owners of residential property located at 6208 Confederate Drive, Oakfield Redevelopment District, each in the amount of $5,495, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

3. The Agreements between Escambia County CRA and Leon V. Dulion, III, and Nell B. Dulion, owners of residential property located at 427 Sharpsburg Loop, Oakfield Redevelopment District, each in the amount of $3,816, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement windows and storm shutter

installation;

4. The Agreements between Escambia County CRA and Winston E. Evans, owner of residential property located at 3 Audusson Avenue, Oakfield Redevelopment District, each in the amount of $3,048, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

5. The Agreements between Escambia County CRA and Gary S. Holloway, owner of residential property located at 6612 Flagler Drive, Oakfield Redevelopment District, each in the amount of $2,950, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof; and

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

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for residential properties within the designated CRA areas. A rendering of each project is attached.

On June 6, 2019 at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Bert Thomas Black and Helen S. Black, Oakfield TIF, Cost Center 370121, in the amount of $6,000
2. Joseph D. Cooper and Maria C. Cooper, Oakfield TIF, Cost Center 370121, in the amount of $5,495
3. Leon V. Dulion, III and Nell B. Dulion, Oakfield TIF, Cost Center 370121, in the amount of $3,816
4. Winston E. Evans, Oakfield TIF, Cost Center 370121, in the amount of $3,048
5. Gary S. Holloway, Oakfield TIF, Cost Center 370121, in the amount of $2,950

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_6226 Vicksburg Drive_June2019
Agreement_6208 Confederate Drive_June2019
Agreement_427 Sharpsburg Loop_June2019
Agreement_3 Audusson Avenue_June2019
Agreement_6612 Flagler Drive_June2019

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **6th** day of **June 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Bert Thomas Black and Helen S. Black** (the "Recipients"), owner of residential property located at **6226 Vicksburg Drive,** Pensacola, Florida, **32503**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$6,000** which shall be comprised of a cash contribution of **$6,000**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **6th day** of **June 2019**, and the Project shall be complete on or before the **6th** day of **September 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts

documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Bert Thomas Black and Helen S. Black
6226 Vicksburg Drive
Pensacola, FL 32503

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

Bert Thomas Black
Bert Thomas Black, Property Owner

Helen S. Black
Helen S. Black, Property Owner

Approved as to form and legal sufficiency.
By/Title: K. Hual Spen
Date: 5/21/19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of May, 2019 by Bert Thomas Black, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp 1-1-20 as identification.

The foregoing instrument was acknowledged before me this 23rd day of May, 2019 by Helen S. Black, Property Owner. She (__) is personally known to me or (✓) has produced FL DL 4-24-20 as identification.

Sherry Duffey
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Bert Thomas Black and Helen S. Black**
Property Address: **6226 Vicksburg Drive, Pensacola, Florida, 32503**

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.
Bert Thomas Black and Helen S. Black Husband and Wife	**6226 Vicksburg Drive Pensacola, FL 32503**	**28-2S-30-4200-170-005**

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 Recipients:

Bert Thomas Black

Bert Thomas Black, Property Owner

Helen S. Black

Helen S. Black, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23RD day of May, 2019 by Bert Thomas Black, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp. 1-18-20 as identification.

The foregoing instrument was acknowledged before me this 23RD day of May, 2019 by Helen S. Black, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 4-29-20 as identification.

Sherry Duffey

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: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: K. Thomas SAKA

Date: 5/24/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 5/21/2019)



Replacement Roof

6226 Vicksburg Drive-Bert T. and Helen S. Black

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **6th** day of **June 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Joseph D. Cooper and Maria C. Cooper** (the "Recipients"), owner of residential property located at **6208 Confederate Drive,** Pensacola, Florida, **32503**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$5,495**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$5,495** which shall be comprised of a cash contribution of **$5,495**.

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 **6th day** of **June 2019**, and the Project shall be complete on or before the **6th** day of **September 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts

documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Joseph D. Cooper and Maria C. Cooper
6208 Confederate Drive
Pensacola, FL 32503

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

Joseph D. Cooper
Joseph D. Cooper, Property Owner

Maria C. Cooper.
Maria C. Cooper, Property Owner

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 5/21/19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of June May SD, 2019 by Joseph D. Cooper, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 12-11-24 as identification.

The foregoing instrument was acknowledged before me this 21st day of June May SD, 2019 by Maria C. Cooper, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp 6-11-19 as identification.

Sherry Duffey
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Joseph D. Cooper and Maria C. Cooper**
Property Address: **6208 Confederate Drive, Pensacola, Florida, 32503**

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.
Joseph D. Cooper and Maria C. Cooper Husband and Wife	**6208 Confederate Drive Pensacola, FL 32503**	**28-1S-30-3102-000-000**

Total Amount of Lien **$5,495**

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 Recipients:

Joseph D. Cooper

Joseph D. Cooper, Property Owner

Maria C. Cooper

Maria C. Cooper, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of June May, 2019 by Joseph D. Cooper, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp 12-11-24 as identification.

The foregoing instrument was acknowledged before me this 21st day of June May, 2019 by Maria C. Cooper, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 6-18-19 as identification.

Sherry Duffey

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: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/21/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 5/21/2019)



Replacement Roof

6208 Confederate Drive-Joseph D. and Marie C. Cooper

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **6th** day of **June 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Leon V. Dulion, III and Nell B. Dulion** (the "Recipients"), owner of residential property located at **427 Sharpsburg Loop,** Pensacola, Florida, **32503**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,816**, 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 **$3,816** which shall be comprised of a cash contribution of **$3,816**.

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 **6th day** of **June 2019**, and the Project shall be complete on or before the **6th** day of **September 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts

documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Leon V. Dulion, III and Nell B. Dulion
427 Sharpsburg Loop
Pensacola, FL 32503

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Leon V. Dulion, III, Property Owner

_____
Nell B. Dulion, Property Owner

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/21/19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22ND day of June MAY, 2019 by Leon V. Dulion, III, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp. 4-30-22 as identification.

The foregoing instrument was acknowledged before me this 22ND day of June May, 2019 by Nell B. Dulion, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 1-24-22 as identification.

_____
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Leon V. Dulion, III and Nell B. Dulion**
Property Address: **427 Sharpsburg Loop, Pensacola, Florida, 32503**

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	Address of Property	Property Reference No.
Leon V. Dulion, III and Nell B. Dulion Husband and Wife	**427 Sharpsburg Loop Pensacola, FL 32503**	**35-1S-30-7130-004-001**

Total Amount of Lien **$3,816**

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 Recipients:

Leon V. Dulion, III, Property Owner

Nell B. Dulion, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of June May SD, 2019 by Leon V. Dulion, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp. Y-3022 as identification.

The foregoing instrument was acknowledged before me this 22nd day of June May SD, 2019 by Nell B. Dulion, Property Owner. She (__) is personally known to me or (✓) has produced FL DL Exp. 1-24-22 as identification.

Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 5/21/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 5/21/2019)



Replacement Windows and Storm Shutter Installation

427 Sharpsburg Loop-Leon V. Dulion, III and Nell B. Dulion

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **6th** day of **June 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Winston E. Evans** (the "Recipient"), owner of residential property located at **3 Audusson Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,048**, 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 **$3,048** which shall be comprised of a cash contribution of **$3,048**.

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 **6th day** of **June 2019**, and the Project shall be complete on or before the **6th** day of **September 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Winston E. Evans
3 Audusson Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Winston E. Evans, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22ND day of ~~June~~ May 31, 2019 by Winston E. Evans, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp. 9-22-22 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

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/21/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Winston E. Evans**
Property Address: **3 Audusson Avenue, 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.
Winston E. Evans	**3 Audusson Avenue**	**59-2S-30-1000-004-019**
An unmarried man	**Pensacola, FL 32507**	

Total Amount of Lien **$3,048**

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 Recipients:

Winston E. Evans, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22ND day of June May, 2019 by Winston E. Evans, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 9-22-22 as identification.

Signature of Notary Public

(Notary Seal)

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: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 5/21/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 5/21/2019)



Replacement Roof

3 Audusson Avenue-Winston E. Evans

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **6th** day of **June 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Gary S. Holloway** (the "Recipient"), owner of residential property located at **6612 Flagler Drive,** Pensacola, Florida, **32503**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$2,950**, 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 **$2,950** which shall be comprised of a cash contribution of **$2,950**.

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 **6th day** of **June 2019**, and the Project shall be complete on or before the **6th** day of **September 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Gary S. Holloway
6612 Flagler Drive
Pensacola, FL 32503

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Gary S Holloway
Gary S. Holloway, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of May, 2019 by Gary S. Holloway, Property Owner. He (__) is personally known to me or (✓) has produced FL DL exp. 5-17-27 as identification.

Sherry Duffey
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

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/7/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Gary S. Holloway**
Property Address: **6612 Flagler Drive, Pensacola, Florida, 32503**

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.
Gary S. Holloway	**6612 Flagler Drive**	**21-2S-30-1125-000-051**
A single man	**Pensacola, FL 32503**	

Total Amount of Lien **$2,950**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Mary S Holloway

Gary S. Holloway, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of May, 2019 by Gary S. Holloway, Property Owner. He (__) is personally known to me or (✓) has produced FLDL exp. 5-17-27 as identification.

Sherry Duffey
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: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: K Hualkara
Date: 5/7/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

BEFORE taken (5/2/2019)



Replacement Roof

6612 Flagler Drive-Gary S. Holloway

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16199 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Cancellation of Residential Rehab Grant Program Liens
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following June 6, 2019, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 10 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Mary K. Hall and Dustin M. Reeves	2117 and 2119 Eliasberg Avenue	$2,975
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	$6,000
Noel L. Munoz	111 Kalash Road	$2,615
Richard B. Page	307 South First Street	$3,588
Milton C. Patejdl	508 South First Street	$2,100
S & J Properties of Pensacola, LLC	24 Kincaid Street	$1,775
Timothy S. Smith, Jr.	310 Sunset Avenue	$4,400
Terri Stine	12 Nimitz Court	$5,000

Gregg E. Torres	503 Mandalay Drive	$6,000
Robert F. and Carolyn A. Wilson	428 South First Street	$3,370

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

Attachments

LienCX_HallandReeves_June2019
LienCX_LentandBreen_June2019
LienCX_Munoz_June2019
LienCX_Page_June2019
LienCX_Patejdl_June2019
LienCX_SandJProperties_June2019
LienCX_Stine_June2019
LienCX_Stine_June2019
LienCX_Torres_June2019

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 **$2,975** executed by **Mary K. Hall and Dustin M. Reeves**, and recorded in Official Record Book **7887** at page **633**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/15/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original
1-18-2018 CAR II-1 (4)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018030300 4/19/2018 4:05 PM
OFF REC BK: 7887 PG: 633 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Mary K. Hall and Dustin M. Reeves	**2117 and 2119 Eliasberg Avenue Pensacola, FL 32507**	**35-2S-31-1000-001-096**

Total Amount of Lien **$2,975**

Verified By: JM Date: 1-22-2018

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Mary K. Hall, Property Owner

Dustin M. Reeves, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of December, 2017 by Mary K. Hall, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 13th day of December, 2017 by Dustin M. Reeves, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Notary Seal
MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: 1-18-2018

BCC Approved: 01-18-2018

Approved as to form and legal sufficiency.

By/Title:

Date: 12/11/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Mary K. Hall and Dustin M. Reeves

2117 and 2119 Eliasberg Avenue

Replacement Windows

Project Total $5,951

Grant Total $2,975



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 **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**, and recorded in Official Record Book **7907** at page **1978**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/15/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018041638 5/30/2018 10:02 AM
OFF REC BK: 7907 PG: 1978 Doc Type: L
Recording $18.50

3/15/2018 (ART II-3(4)) **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**

Verified By: [signature] Date: 3/16/2018

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

SEAL

By: _____
Deputy Clerk

Date Executed: 3/15/2018

BCC Approved: 03-15-2018

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



Warrington District

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

Replacement Windows

Project Total $12,132

Grant Total $6,000



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 **$2,615** executed by **Noel L. Munoz**, and recorded in Official Record Book **7894** at page **277**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/15/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Clerk's Original
1-18-2018 CAR II-1(e)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018033966 5/2/2018 3:15 PM
OFF REC BK: 7894 PG: 277 Doc Type: L
Recording $18.50

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Noel L. Munoz	**111 Kalash Road** **Pensacola, FL 32507**	**50-2S-30-6090-538-025**

Verified By: JWhite
Date: 1-22-2018

Total Amount of Lien **$2,615**

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:

Noel L. Munoz, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of December, 2017 by Noel L. Munoz, Property Owner. He (__) is personally known to me or (✓) has produced Military ID 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: Jessica Matte
Deputy Clerk

Date Executed: 1-18-2018

BCC Approved: 01-18-2018

Approved as to form and legal sufficiency.

By/Title:

Date: 12/19/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Noel L. Munoz

111 Kalash Road

Total Electrical Rewiring Upgrade

Project Total $5,230

Grant Total $2,615



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,588** executed by **Richard B. Page**, and recorded in Official Record Book **7894** at page **275**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/15/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

9/21/2017 CAK 228 A(7)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018033965 5/2/2018 3:15 PM
OFF REC BK: 7894 PG: 275 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.
Richard B. Page	**307 South First Street** **Pensacola, FL 32507**	**50-2S-30-7062-006-032**

Verified By: [signature]

Date: 9/25/2017

Total Amount of Lien **$3,588**

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:

Richard B. Page, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of August, 2017 by Richard B. Page, 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

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

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

By: Jessica Mittle
Deputy Clerk

Date Executed: 9/21/2017

BCC Approved: 09-21-2017

Approved as to form and legal sufficiency.
By/Title: KDuMAA
Date: 8/23/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Richard B. Page

307 South First Street

Replacement Roof

Project Total $7,176

Grant Total $3,588



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 **Milton C. Patejdl**, and recorded in Official Record Book **7897** at page **595**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/15/15

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

3/15/2018 CAB II.3 (1)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018035754 5/9/2018 3:14 PM
OFF REC BK: 7897 PG: 595 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.
Milton C. Pateidl	**508 South First Street Pensacola, FL 32507**	**51-2S-30-7062-330-037**

Total Amount of Lien **$2,100**

Date: 3/16/2018 Verified By: D. Alla

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 Driver's 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

SEAL

By: _____
Deputy Clerk

Date Executed: 3-15-2018

BCC Approved: 03-15-2018

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2/16/18

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



Warrington District

Milton C. Patejdl

508 South First Street

Replacement Roof

Project Total $4,200

Grant Total $2,100



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 **$1,775** executed by **S & J Properties of Pensacola, LLC**, and recorded in Official Record Book **7897** at page **593**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial, Façade, Landscaping, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial, Façade, Landscaping, and Infrastructure Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/15/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

2/15/2018 (APII-10)
(5-B)

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.
S & J Properties of Pensacola, LLC	**24 Kincaid Street Pensacola, FL 32507**	**50-2S-30-5000-140-014**

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018035753 5/9/2018 3:14 PM
OFF REC BK: 7897 PG: 593 Doc Type: L
Recording $18.50

Total Amount of Lien **$1,775**

Date: 2/16/2018 Verified By: SD

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): S & J Properties of Pensacola, LLC

Joshua Joseph Trosclair, Registered Agent

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of January, 2018 by Joshua Joseph Trosclair, Registered Agent. He (__) is personally known to me or (✓) has produced FL Drivers License as identification.

Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: _____
Deputy Clerk

Date Executed: 2/15/2018

BCC Approved: 02-15-2018

Approved as to form and legal sufficiency.

By/Title: _____
Date: 1/29/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Barrancas District

S & J Properties, LLC

24 Kincaid Street

Sanitary Sewer Connection

Project Total $3,550

Grant Total $1,775



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,400** executed by **Timothy S. Smith, Jr.**, and recorded in Official Record Book **7882** at page **1491**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/15/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original
1-18-2018 CAR II-1 (8)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018027649 4/11/2018 4:07 PM
OFF REC BK: 7882 PG: 1491 Doc Type: L
Recording $18.50

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Timothy S. Smith, Jr.	**310 Sunset Avenue Pensacola, FL 32507**	**50-2S-30-6090-148-009**

Verified By: JM Date: 1-12-2018

Total Amount of Lien **$4,400**

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:

Timothy S. Smith, Jr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of November, 2017 by Timothy S. Smith, Jr., Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

Maxwell Rogers
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Jessica Matthews
Deputy Clerk

Date Executed: 1-18-2018

BCC Approved: 01-18-2018

Approved as to form and legal sufficiency.

By/Title:
Date: 11/15/17

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Before

Warrington District

Timothy S. Smith, Jr.

310 Sunset Avenue

Replacement Roof

Project Total $8,800

Grant Total $4,400



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 **$5,000** executed by **Terri Stine**, and recorded in Official Record Book **7894** at page **271**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/13/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

2/15/2018 (AR II-10 (2-B)

CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018033963 5/2/2018 3:14 PM
OFF REC BK: 7894 PG: 271 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Terri Stine	**12 Nimitz Court** **Pensacola, FL 32514**	**50-2S-30-5010-270-017**

Verified By: D. Hall
Date: 2/16/2018

Total Amount of Lien **$5,000**

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):

Terri Stine, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of January, 2018 by Terri Stine, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

(Notary Seal)

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: _____
Jeff Bergosh, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: _____
Deputy Clerk

Date Executed: 2/15/2018

BCC Approved: 02-15-2018

This instrument prepared by:
Sherry Duffey, 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: 12/22/17



Barrancas District

Terri Stine

12 Nimitz Court

Replacement Roof

Project Total $10,000

Grant Total $5,000



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 **Gregg E. Torres**, and recorded in Official Record Book **7907** at page **1982**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial, Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial, Façade, Landscape, and Infrastructure Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title:
Date: 4/15/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

4/20/2017 Attn II-1 A(10)

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018041640 5/30/2018 10:02 AM
OFF REC BK: 7907 PG: 1982 Doc Type: L
Recording $18.50

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Gregg E. Torres	**503 Mandalay Drive Pensacola, FL 32507**	**59-2S-30-1000-002-005**

Date: 4/25/2017 Verified By: [signature]

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):

Gregg E. Torres, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of March, 2017 by Gregg E. Torres, Property Owner. He (__) is personally known to me or (✓) has produced FL DL Exp. 11-17-21 as identification.

Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
D. B. Underhill, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: 4/20/2017

BCC Approved: 04-20-2017

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

This instrument prepared by:
Sherry Duffey, 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: 3/22/17



Barrancas District

Gregg E. Torres

503 Mandalay Drive

Replacement Roof and Total Electrical Rewiring Upgrade

Project Total $15,010

Grant Total $6,000



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$3,370** executed by **Robert F. and Carolyn A. Wilson**, and recorded in Official Record Book **7888** at page **110**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/13/19

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

3/15/2018 CAR II-3 (3)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2018030627 4/20/2018 4:27 PM
OFF REC BK: 7888 PG: 110 Doc Type: L
Recording $18.50

Escambia County Community Red
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**

Date: 3/16/2018 Verified By:

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 (✓) 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.

(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

SEAL

By: _____
Deputy Clerk

Date Executed: 3/15/2018

BCC Approved: 03-15-2018

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



Warrington District

Robert F. and Carolyn A. Wilson

428 South First Street

Replacement Roof

Project Total $6,740

Grant Total $3,370



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16211 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: SBA #166 - Sheriff's Department Justice Assistance Grant (JAG) Funds
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #166 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #166, Other Grants and Projects Fund (110), in the amount of $1,087, to recognize interest and unrecognized gains from the 2016 Department of Justice Edward Byrne Memorial Justice Assistance Grant for the Escambia County Sheriff's Department, to support bike patrol activities. These funds will cover the payment of the final invoice from the Sheriff and close out the Grant.

BACKGROUND:

Escambia County Sheriff's Department of Justice Edward Byrne Memorial Justice Grant (2016-DJ-BX-1080) to support bike patrol activities, had unrecognized gains and interest associated with this grant and this resolution appropriates the funds of $1,087 to close out this grant.

BUDGETARY IMPACT:

This amendment will increase Fund 110 (Other Grants and Projects Fund) by $1,087.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#166

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia Sheriff Department was awarded BJA FY16 Edward Byrne Memorial Justice Assistance (JAG) Program Grant (2016-DJ-BX-1080) from U.S. Department of Justice to support bike patrol initiatives. Unrealized gains and interest from 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, 2019:

Other Grants & Projects	110		
Fund Name	**Fund Number**		
Revenue Title	**Fund Number**	**Account Code**	**Amount**
JAG Grant 2016-DJ-BX-1080	110	331284	$1,087
Total			**$1,087**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Aids to Government Agency	110 / 540198	58101	$1,087
Total			**$1,087**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#166

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16228 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Contract Renewal for Grounds Keeping for West Florida Libraries Maintenance Agreement
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Renewal for Grounds Keeping for the West Florida Libraries Maintenance Agreement - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the first of two possible one-year renewal periods provided for under Section 2 of the Agreement between Escambia County, Florida, and Gulf Coast Environmental Contractors, Inc., for PD 15-16.018, Grounds Keeping for West Florida Libraries Maintenance Agreement, in the amount of $11,490.

[Funding: Fund 113, Library Fund; Cost Center 110502, Maintenance; Object Code 53401, Other Contractual Services]

BACKGROUND:

This Service and Maintenance Contract is for three of the seven Library properties of the West Florida Public Library system. These locations are the Main Downtown Library at 200 West Gregory Street, the Southwest Brand Library at 12248 Gulf Beach Highway, and the Century Branch Library at 7991 Century Boulevard.

The Invitation to Bid was solicited on December 16, 2015, and fifty vendors that specialize in Grounds Keeping Maintenance and Landscaping Services were notified. Sealed bids were opened on January 5, 2016 from eight licensed grounds maintenance and landscaping companies, with Gulf Coast Environmental Contractors, Inc. being the most reasonable and responsive bidder.

BUDGETARY IMPACT:

Fund 113, Library Fund; Cost Center 110502, Maintenance; Object Code 53401, Other Contractual Service

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinance of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue renewal documents.

Attachments

Agreement with Exhibits

AGREEMENT FOR MAINTENANCE SERVICES PD 15-16.018

THIS AGREEMENT is made this __ day of _____, 2016, 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 Gulf Coast Environmental Contractors, Inc. (hereinafter referred to as "Contractor"), a for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3735170, and whose principal address is 1765 East Nine Mile Road, Suite 1, Unit 110, Pensacola, FL 32514.

WITNESSETH:

WHEREAS, on December 16, 2015, the County issued an Invitation to Bidders (PD 15-16.018) seeking a contractor to perform grounds keeping for the West Florida Public Library System, to include the Downtown Library, Century Branch and Southwest Branch; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence on the date last executed and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of sixty (60) months. After all options to extend have been exercised, the County may unilaterally extend this Agreement up to an additional six (6) months. The total duration of this agreement shall not exceed 5.5 years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Grounds Keeping for West Florida Libraries, Specification No. P.D. 15-16.018, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which the services need to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only services ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Price Adjustments. Written request for price adjustment may be made every year, no less than 30 days prior to the annual anniversary of the agreement. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the Contractor. 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.

8. Termination. This Agreement will be subject to immediate termination for cause by County and may be terminated for convenience by 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.

9. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive

remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, 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.

(d) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(e) 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.

(f) 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.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless

otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Gulf Coast Environmental Contractors, Inc.
Attention: Tracy Hayes
1765 E Nine Mile Rd.
Suite 1, Unit 110
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 United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement

shall run with the Escambia County Board of County Commissioners and its successors.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness

Witness

By: _____
Jack R. Brown, County Administrator

Date: 1/28, 2016

CONTRACTOR: GULF COAST ENVIRONMENTAL CONTRACTORS, INC.

Witness

Witness

Tracy Hayes, President

Date: 1/26/16

Approved as to form and legal sufficiency.

By/Title:

Date: 1/12/16

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST

GROUNDS KEEPING FOR WEST FLORIDA LIBRARIES MAINTENANCE AGREEMENT

SPECIFICATION PD 15-16.018

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- BID FORMS (WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH 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
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALLREQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE **"REASON FOR NO BID"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID



ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

GROUNDS KEEPING FOR WEST FLORIDA LIBRARIES MAINTENANCE AGREEMENT

SPECIFICATION NUMBER PD 15-16.018

BIDS WILL BE RECEIVED UNTIL: 10:30 A.M., Tuesday, January 5, 2016

A Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Tuesday, December 29, 2015 at 10:30 A.M., CST

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Grover C. Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Douglas Underhill
Lumon J. May
Steven Barry

Procurement Assistance:
Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Flr.
Matt Langley Bell III, Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805

Technical Assistance:
David Wheeler, CFM
Facilities Management
100 Blount Street
Pensacola, Florida 32501
Tel: (850) 595-3190
Fax: (850) 595-3192

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(Revised 10/31/2013)

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000 and $249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Board of County Commissioners.

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes

GROUNDS KEEPING FOR WEST FLORIDA LIBRARIES MAINTENANCE AGREEMENT

PD 15-16.018

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Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**
SOLICITATION, OFFER AND AWARD FORM

BID FORM

SUBMIT OFFERS TO:
Lester L. Boyd, Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591,
Pensacola, FL 32591-1591
Phone No: (850) 595-4944
Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Grounds Keeping for West Florida Libraries, Maintenance Agreement
PD 15-16.018

SOLICITATION

MAILING DATE: Tuesday, December 16, 2015, CST. OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CST, Tuesday, January 5, 2016, and may not be withdrawn within 90 days after such date and time.

Pre-Solicitation conference will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL. 32502, in Conference Room #11.407 on Tuesday, December 29, 2015 at 10:30 A.M., CST.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER

(SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

_____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME:_____
ADDRESS:_____
CITY, ST. & ZIP:_____
PHONE NO.: (____)_____
TOLL FREE NO.: (____)_____
FAX NO.: (____)_____

TERMS OF PAYMENT:

_____

REASON FOR NO OFFER:

_____

BID BOND ATTACHED $ N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interestin and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD 15-16.018, Grounds Keeping for West Florida Libraries Maintenance Agreement,** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

BID FORM
Specification Number: PD 15-16.018
Grounds Keeping for West Florida Libraries Maintenance Agreement

Board of County
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:
In accordance with your "Invitation for Bid" and "Instructions to Bidders" for Grounds Keeping for West Florida Libraries Maintenance Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Main Downtown Library
200 W. Gregory Street
Pensacola, FL 32502

Description	Frequency per year	Cost per Visit	Total
Mowing, Weedeat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	$	$
Pruning of Hedges March, June, & October	3	$	$
Mulching with Pine Straw (November & May)	2	$	$
Spray Hard Surfaces (@ every mowing)	19	$	$
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	$	$
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	$	$
Pull weeds from beds (@ every mowing)	19	$	$
Total cost for the year			$

Southwest Branch Library
12248 Gulf Beach Highway
Pensacola, FL 32507

Description	Frequency per year	Cost per Visit	Total
Mowing, Weedeat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	$	$
Pruning of Hedges March, June, & October	3	$	$
Mulching with Pine Straw (November & May)	2	$	$

Spray Hard Surfaces (@ every mowing)	19	$	$
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	$	$
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	$	$
Pull weeds from beds (@ every mowing)	19	$	$
Total cost for the year			$

Century Branch Library
7991 Century Blvd
Century, FL 32535

Description	**Frequency per year**	**Cost per Visit**	**Total**
Mowing, Weedeat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	$	$
Pruning of Hedges March, June, & October	3	$	$
Mulching with Pine Stra(November & May)	2	$	$
Spray Hard Surfaces (@ every mowing)	19	$	$
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	$	$
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	$	$
Pull weeds from beds (@ every mowing)	19	$	$
Total cost for the year			$

CONTRACTOR REQUIREMENTS:

Acknowledgement is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No: _____ Date_____ Addendum No:_____ Addendum No: _____

Date _____ Addendum No: _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number: _____

Occupational License No: _____

Florida DBPR Contractor's License, Certification, and/or,

Registration No: _____

Type of Contractor's License, Certification, and/or, Registration: _____

Expiration Date: _____

Terms of Payment

(Check one): Net 30 Days_____ 2% 10th Prox_____

Will your company accept Escambia County Purchasing Cards? Yes _____ No _____

Will your company accept Escambia County Direct Payment Vouchers? Yes _____ No _____

County Permits/Fees required for this project:

Permit Cost

NONE KNOWN _____

_____

_____

_____

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

_____

Person to Contact Concerning the Bid:

_____

Phone/Toll/Fax

_____

E-Mail Address

_____

Home Page Address:_____

_____

Person to contact for Emergency service:

_____

Phone/Cell/Pager No: _____

_____

Person to contact for Disaster service:

_____

Home Address: _____

_____

Home Phone/Cell/Pager: _____

_____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "convicti on" as defined in Paragraph 287.1 33(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public en tity crime, with or without an adjudication of guilt, in any federal or state tr ial 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 beenconvicted of a public entitycrime in Florida during the preceding 36 months shall be considered an affiliate.

   c. I understand that a "person"as defined inParagraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the Unit ed States with the legal power to enter into binding contract and which bids or applies to bid on

contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 19_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____

(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accor dance with Flor ida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use ofa 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 abu se in the workplace, the business' s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, em ployee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified inParagraph 1, notify the employees that, as a condition of woking on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
For Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation **(Please Circle One)** Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and st reet address for mail and/or express d elivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contracts shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at **(850) 595-4980,** or by **Fax** at **(850) 595-4805.**

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com/departments/purchasing
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Co rporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all thes e conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. O ffers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 15-16.018,"Grounds Keeping for West Florida Libraries Maintenance Agreement", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.

Regardless of the m ethod of deli very, each offero r shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected Count y officials, their agents or em ployees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for p roposal, or qualifications, or inform ation, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attem pt to influence the thinki ng 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 per son, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Procurement Questions**

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist, Phone (850) 595-4944, Fax (850) 595-4805. Technical questions may be directed to David W. Wheeler, CFM, Facilities Management, (850) 595-3190, Fax (850) 595-3192. The last day for Vendors questions is listed as **Thursday, December 31, 2015, at 01:00 P.M., CST**

3. **Bid Forms**

This Solicitation contains a Bid Form which shall be submitted in a sealed envelope, with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Pre-Solicitation Conference**
N/A

5. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

6. **Delivery**

Delivery is to be as notifiedby Escambia County. The quantity will depend upon the County's need at the time of request.

7. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration, (OSHA) requirements. .Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for prep aring the information.

8. **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

9. **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 and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed n ecessary to insure reimbursement or replacement for loss or dam age 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 and the general public.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

10. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be requiredto fully comply with all applicable federal, state, and local regulations.

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.

11. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence, upon execution byboth parties and extend for a period of thirty -six (36) months. The contract may be renewed for an additional two 12-month periods for a total of 60 months, upon mutual agreement of both parties concerned. If there are any changes in the terms or conditions, such changes shall be reduced to writing as an addendumto 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 bythe awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to term inate the contract, with or with out 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.

10. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new c ontract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

11. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offerors's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

14. **Ordering**

The County will issue release purchase orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than $1000.00 per individual transaction. The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

15. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. **Award**

Award shall be made on an "all-or-none total" basis.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

21. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance (C.O.I.), should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AMBest 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 beresponsible 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 obtainedand 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- Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

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.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, todo 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 contract or 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: Lester L. Boyd, Purchasing Specialist
Office of Purchasing, Room 11.101
P. O. Box 1591
Pensacola, FL 32591-1591
Tel: (850) 595-4944
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.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

EXHIBIT "A"
SCOPE OF WORK
GROUNDS KEEPING for WEST FLORIDA LIBRARIES, MAINTENANCE AGREEMENT

SCOPE OF WORK

The purpose of this Invitation to Bid is to provide prmpt, efficient, and thorough services to various County Library Departments from a Certifies and Qualified Grounds Service Company, whom will furnish all Labor, Equipment, and Materials, and com plete the All designated Scopes of Work in accordance with the Specifications listed for each Library Branch, at fair and reasonable prices.

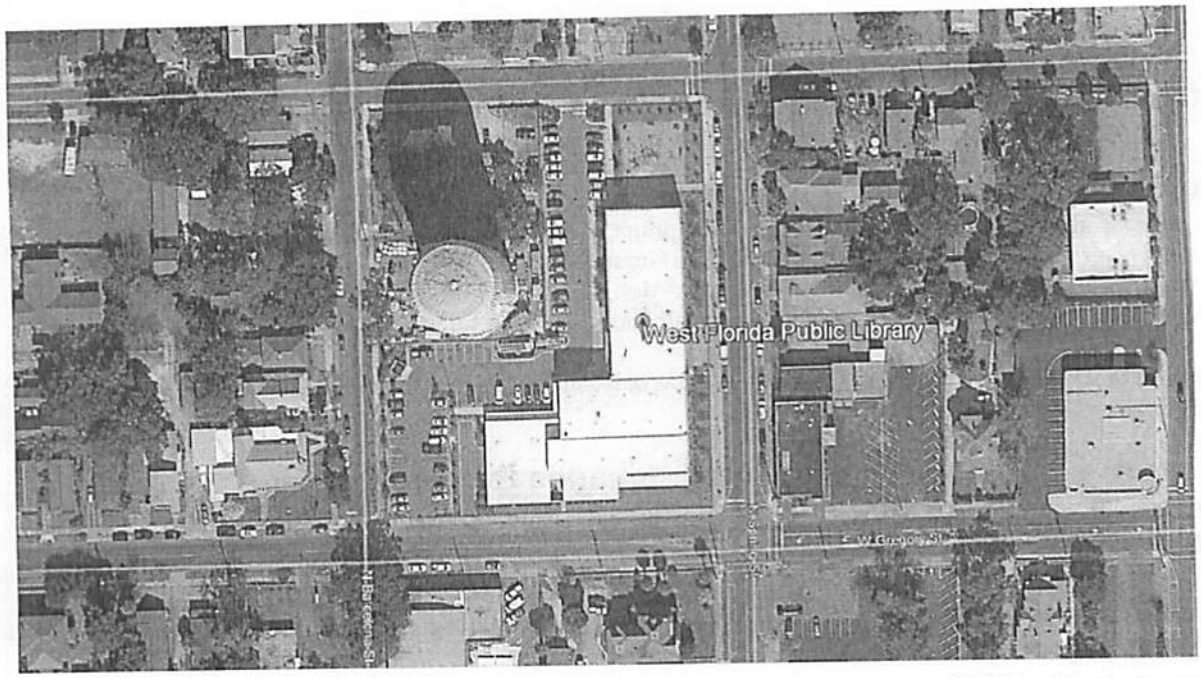
There are the three (3) each Library Department areas only, and each Library area has itsown, Scope of Work listed below.

Library Grounds Maintenance Scope of Work

Furnish all labor, equipment, and materials, complete and in accordance with specifications.

Main Downtown Library
200 W. Gregory Street
Pensacola, FL 32502

Description	Frequency per year	Cost per Visit	Total
Mowing, Weed-Eat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	$	$
Pruning of Hedges March, June, & October	3	$	$
Mulching with Pine Straw (November & May)	2	$	$
Spray Hard Surfaces (@ every mowing)	19	$	$
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	$	$
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	$	$
Pull weeds from beds (@ every mowing)	19	$	$
Total cost for the year			$


West Florida Public Library

Southwest Branch Library
12248 Gulf Beach Highway
Pensacola, FL 32507

Description	Frequency per year	Cost per Visit	Total
Mowing, Weed-Eat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	$	$
Pruning of Hedges March, June, & October	3	$	$
Mulching with Pine Straw (November & May)	2	$	$
Spray Hard Surfaces (@ every mowing)	19	$	$
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	$	$
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	$	$
Pull weeds from beds (@ every mowing)	19	$	$
Total cost for the year			$



Century Branch Library
7991 Century Blvd
Century, FL 32535

Description	Frequency per year	Cost per Visit	Total
Mowing, Weed-Eat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	$	$
Pruning of Hedges March, June, & October	3	$	$
Mulching with Pine Stra(November & May)	2	$	$
Spray Hard Surfaces (@ every mowing)	19	$	$
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	$	$
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	$	$
Pull weeds from beds (@ every mowing)	19	$	$
Total cost for the year			$



SIGN AND RETURN THIS FORM WITH YOUR BIDS**
SOLICITATION, OFFER AND AWARD FORM

BID FORM
SUBMIT OFFERS TO:
Lester L. Boyd, Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591,
Pensacola, FL 32591-1591
Phone No: (850) 595-4944
Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Grounds Keeping for West Florida Libraries,
Maintenance Agreement
PD 15-16.018

SOLICITATION

MAILING DATE: Tuesday, December 16, 2015, CST. OFFERS WILL BE RECEIVED UNTIL: 10:30 a.m., CST, Tuesday, January 5, 2016, and may not be withdrawn within 90 days after such date and time.

Pre-Solicitation conference will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL. 32502, in Conference Room #11.407 on Tuesday, December 29, 2015 at 10:30 A.M., CST.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER
(SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-3735170

TERMS OF PAYMENT: Net 30

DELIVERY DATE WILL BE 10 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Gulf Coast Environmental Contractors, Inc

REASON FOR NO OFFER: N/A

ADDRESS: 1065 E Nine Mile Rd Suite 1, #110

CITY, ST. & ZIP: Pensacola, FL 32514

PHONE NO.: (850) 433-6770

BID BOND ATTACHED $ N/A

TOLL FREE NO.: ( ) N/A

FAX NO.: (850) 435-9326

I certify that this offer is made without prior understandings, 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 Antitrust 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.

Tracy Hayes, President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** [signature]
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 15-16.018, Grounds Keeping for West Florida Libraries Maintenance Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

EXHIBIT
tabbies
B

BID FORM
Specification Number: PD 15-16.018
Grounds Keeping for West Florida Libraries Maintenance Agreement

Board of County
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:
In accordance with your "Invitation for Bid" and "Instructions to Bidders" for Grounds Keeping for West Florida Libraries Maintenance Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Main Downtown Library
200 W. Gregory Street
Pensacola, FL 32502

Description	Frequency per year	Cost per Visit	Total
Mowing, Weedeat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	$ 35.00	$ 665.00
Pruning of Hedges March, June, & October	3	$ 75.00	$ 225.00
Mulching with Pine Straw (November & May)	2	$ 2,000.00	$ 4,000.00
Spray Hard Surfaces (@ every mowing)	19	$ 10.00	$ 190.00
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	$ 60.00	$ 180.00
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	$ 10.00	$ 190.00
Pull weeds from beds (@ every mowing)	19	$ 90.00	$ 1,710.00
Total cost for the year			$ 7,160.00

Southwest Branch Library
12248 Gulf Beach Highway
Pensacola, FL 32507

Description	Frequency per year	Cost per Visit	Total
Mowing, Weedeat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	$ 40.00	$ 760.00
Pruning of Hedges March, June, & October	3	$ 75.00	$ 225.00
Mulching with Pine Straw (November & May)	2	$ 125.00	$ 250.00

Spray Hard Surfaces (@ every mowing)	19	$ 5.00	$ 95.00
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	$ 75.00	$ 225.00
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	$ 15.00	$ 285.00
Pull weeds from beds (@ every mowing)	19	$ 15.00	$ 285.00
Total cost for the year			$ 2,125.00

Century Branch Library
7991 Century Blvd
Century, FL 32535

Description	Frequency per year	Cost per Visit	Total
Mowing, Weedeat, Edging, Blowing October-February (1 cut per month), March-September (2 cuts per month)	19	$ 60.00	$ 1,140.00
Pruning of Hedges March, June, & October	3	$ 40.00	$ 120.00
Mulching with Pine Stra(November & May)	2	$ 180.00	$ 360.00
Spray Hard Surfaces (@ every mowing)	19	$ 5.00	$ 95.00
Treat grass area for fungicide, pesticide, weed control, and fertilization	3	$ 100.00	$ 300.00
Treat flower beds for fungicide, pesticide, weed control and fertilization	19	$ 5.00	$ 95.00
Pull weeds from beds (@ every mowing)	19	$ 5.00	$ 95.00
Total cost for the year			$ 2,205.00

CONTRACTOR REQUIREMENTS:

Acknowledgement is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No: N/A Date_____ Addendum No:_____ Addendum No: _____

Date _____ Addendum No: _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number: P01000074466

Occupational License No: Acct #73349 Group 030130

Florida DBPR Contractor's License, Certification, and/or, Registration No: SCC131151605

Type of Contractor's License, Certification, and/or, Registration: Irrigation Specialty Contractor

Expiration Date: 8/31/10

Terms of Payment

(Check one): Net 30 Days ✓ 2% 10th Prox_____

Will your company accept Escambia County Purchasing Cards? Yes_____ No ✓

Will your company accept Escambia County Direct Payment Vouchers? Yes ✓ No_____

County Permits/Fees required for this project:

Permit	Cost
NONE KNOWN	

Gulf Coast Environmental Contractors, Inc

Bidder: Gulf Coast Environmental Contractors, Inc

By: Tracy Hayes

Signature: Tracy Hayes

Title: President

Address: 1765 E. Nine Mile Rd. Suite 1, #110 Pensacola, FL 32514

Person to Contact Concerning the Bid: Scott Hayes

Phone/Toll/Fax: (850) 776-9968

E-Mail Address: scott.greece@cox.net

Home Page Address: GulfCoastEnvironmentalContractors.com

Person to contact for Emergency service: Scott Hayes / Kyle Brown

Phone/Cell/Pager No: (850) 776-9968 / (850) 776-9712

Person to contact for Disaster service: Scott Hayes

Home Address: 2749 Cottonwood Ln. Pensacola, FL 32514

Home Phone/Cell/Pager: (850) 776-9968

Seal

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board award Contract PD 15-16.018, Grounds Keeping for West Florida Libraries Maintenance Agreement, to Gulf Coast Environmental Contractors, Inc., and approve, and authorize the County Administrator to sign, the Agreement for the grounds keeping for West Florida Libraries Maintenance Agreement, PD 15-16.018, between Escambia County, Florida, and Gulf Coast Environmental Contractors, Inc., in the amount of $11,490, annually, for a term of 36 months, with two 12-month options to extend; the Office of Purchasing advertised the solicitation on December 16, 2015; fifty vendors were notified that specialize in grounds keeping maintenance and landscaping services; eight licensed grounds maintenance and landscaping service companies submitted bids, and one bid was received and accepted on January 5, 2016, from Gulf Coast Environmental Contractors, Inc., which was the most reasonable and responsive bidder (Funding: Fund 113, Library Fund, Cost Center 110502, Object Code 53401 Other Contractual Services).

Approved 5-0

9. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 15-16.001, C.R. 297-A at Pine Cone Drive Signal Installation, for the amount of $167,705.50 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 14EN2845).

Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16190 **County Administrator's Report 12. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Purchase of One 20-Person Inmate Transport Vehicle for Corrections
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of One 20-Person Inmate Transport Vehicle for the Corrections Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County to utilize the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program contract BT01-19, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval, and Award a Purchase Order, for the purchase of a 2019 Starcraft Allstar 26' with Inmate Transport Package, per the terms and conditions of PD 18-19.040, 20-Person Inmate Transport Vehicle.

B. Authorize the Interim County Administrator to execute a Purchase Order to Creative Bus Sales, Inc., in the amount of $81,244.15.

[Funding: Fund 352, LOST III; Object Code 290407, Detention Capital Project; Object Code 56401, Machinery & Equipment; Project Code 14SH2738]

BACKGROUND:

The Corrections Department needs to replace several vehicles in its aging fleet as nineteen of the vehicles are more than 10 years old, and two of those nineteen are more than 20 years old. In the interest of safety and security, the Corrections Department needs updated vehicles that are reliable and pose fewer liabilities for the County. The Corrections Department transports large numbers of inmates daily - anywhere from 40 to over 200 inmates on any given day to a variety of

locations - and the Corrections Department relies heavily on these vehicles to keep the public and inmates safe. This 20-person transport vehicle will replace an aged unit and it will be used to transport inmates to court and to the state prisons, which necessitates a reliable and safe vehicle.

There are no local vendors willing to provide inmate transport vehicles to the County.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III; Object Code 290407, Detention Capital Project; Object Code 56401, Machinery & Equipment; Project Code 14SH2738

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia Count, Fl, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

HGAC Quote

CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	BT01-19	Date Prepared:	5/15/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Escambia County Florida	**Contractor:**	Creative Bus Sales
Contact Person:	Jeffrey Lovingood	**Prepared By:**	Les Burres
Phone:	850-595-4953	**Phone:**	904.537.7710
Fax:		**Fax:**	904.241.0507
Email:	jdlovingood@myescambia.com	**Email:**	lesb@creativebussales.com

Product Code:	ZCC	Description:	2019 Starcraft Allstar 26' with inmate transport package

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: BT01-19	53,497

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CB17-021 Guard Seat "Freedman High Back Single"	234.57	CB13-002 FRP on rear wall, Grey	224.4
CB01-016 Rear Step Bumper	224.4		
CB03-001 Exterior LED Lights	673.2		
CB03-006 Interior LED Lights	224.4		
CB01-002 Drivers side Running Board	119.68		
CB01-018 Steel Wheel Inserts	299.2		
CB01-19 Valve Stem Extenders	97.24		
CB01-007 Remote Heated Mirrors	822.81		
CB07-006 Rear Door No Windows	486.2		
CB02-003 Rear Boor Ajar Buzzer	97.24		
CB10-010 Back Up Camera	1,309.01	**Subtotal From Additional Sheet(s):**	
CB13-001 FRP on Ceiling, Grey	448.8	**Subtotal B:**	5261.15

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
10 Double Freedman Prison Seats ($550 per double)	5,500	Internal Camera for Passenger Monitoring	1,100
Inmate Partition and AC/Heater Cage install Parts	5,150	**Subtotal From Additional Sheet(s):**	
ZCC Body length increase to 26'	2,600	**Subtotal C:**	14350

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	24%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)						
Quantity Ordered:	1	**X Subtotal of A + B + C:**	73108.15	=	**Subtotal D:**	73108.15
E. H-GAC Order Processing Charge (Amount Per Current Policy)					**Subtotal E:**	600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Freight from IN to Escambia Co.	**1,980**		
Tax and Titling Work	**606**		
Labor for Inmate Transort upfit	4,950	**Subtotal F:**	7536

Delivery Date:		**G. Total Purchase Price (D+E+F):**	81244.15

HGACBuy THE SMART PURCHASING SOLUTION

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16229 **County Administrator's Report 12. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Gallery Night Pensacola Funding Allocation
From: Lumon May, District 3 Commissioner
Organization: Commissioner, District 3
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation to Support Gallery Night Special Sponsorship Opportunity - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $500 from Commissioner Lumon May's discretionary fund to sponsor Gallery Night Pensacola and Alabama State University Honeybeez Dance Troupe.

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

BACKGROUND:

Alabama State University Honeybeez - a plus sized, all women African-American dance troupe whose mission is to share body acceptance, self-esteem, and diversity will perform at Gallery Night on Friday, June 21, 2019.

BUDGETARY IMPACT:

As part of the Fiscal Year 2018-2019 Budget approved by the Board, each Commissioner received $50,000 to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will work with Alabama State University Honeybeez to obtain the necessary paperwork to process a payment voucher.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16230 **County Administrator's Report 12. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Funding Allocation for City Streets to Student Athletes
From: Lumon May, District 3 Commissioner
Organization: Commissioner, District 3
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation to Support City Streets to Student Athletes - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $500 from Commissioner Lumon May's discretionary fund to sponsor City Streets to Student Athletes travel to Florida State University to participate in their annual High School All-Position Camp, from June 14 -16, 2019.

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

BACKGROUND:

City Streets to Student Athletes was established to deter student athletes from drugs and crime in the city streets and develop them into productive student athletes.

BUDGETARY IMPACT:

As part of the Fiscal Year 2018-2019 Budget approved by the Board, each Commissioner received $50,000 to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will work with City Streets to Student Athletes to obtain the necessary paperwork to process a payment voucher.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16231 **County Administrator's Report 12. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Funding Allocation to Support Light Up Learning
From: Lumon May, District 3 Commissioner
Organization: Commissioner, District 3
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation to Support Light Up Learning - Early Learning Studer Community Institute - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $2,500 from Commissioner Lumon May's discretionary fund to support Light Up Learning - Early Learning Studer Community Institute.

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

BACKGROUND:

In 2014, the Studer Community Institute staff's research began and two numbers stood out; only 66% of the children in Escambia County were ready for kindergarten and only 66% of the kids were graduating high school on time. The Light Up Learning Fundraiser aims to support the Institute's work to make an "Early Learning City" happen with existing organizations and businesses working together in three key areas: brain development education for Escambia County mothers within 24 hours of childbirth, parent education for children living within our County's pockets of poverty, and building learning into the external environment across the community.

BUDGETARY IMPACT:

As part of the Fiscal Year 2018-2019 Budget approved by the Board, each Commissioner received $50,000 to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will work with Light Up Learning - Early Learning Studer Community Institute to obtain the necessary paperwork to process a payment voucher.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16232 **County Administrator's Report 12. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Funding Allocation for Pensacola Branch NAACP 29th Annual Freedom Fund Banquet
From: Lumon May, District 3 Commissioner
Organization: Commissioner, District 3
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation to Support the Pensacola Branch National Association for the Advancement of Colored People 29th Annual Freedom Fund Banquet - Commissioner Lumon May, District 3

That the Board approve the funding allocation of $300 from Commissioner Lumon May's discretionary fund to sponsor the Pensacola Branch National Association for the Advancement of Colored People's (NAACP) 29th Annual Freedom Fund Banquet, on July 12, 2019.

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

BACKGROUND:

The Pensacola branch of the NAACP will host its annual Freedom Fund Banquet and celebrate the 100th year of the Pensacola Branch NAACP. Proceeds will provide scholarships to high school graduates attending college in the fall of 2019.

BUDGETARY IMPACT:

As part of the Fiscal Year 2018-2019 Budget approved by the Board, each Commissioner received $50,000 to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will work with Pensacola Branch NAACP to obtain the necessary paperwork to process a payment voucher.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16187 **County Administrator's Report 12. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Contract PD 14-15.030 - Bob Sikes Bridge Toll System Upgrade
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Annual Renewal of Contract PD 14-15.030 (Bob Sikes Bridge Toll System Upgrade) - Joy Jones, P.E., Engineering Department Director

That the Board approve the annual allocation, in the amount of $183,499.46, plus an additional 10% ($18,349.95) for equipment repairs, for the Time and Materials Maintenance Contract Agreement, PD 14-15.030, for the Bob Sikes Bridge Toll System Upgrade Project, through July 7, 2020, to Transcore, LP.

[Funding: Funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401]

BACKGROUND:

At the regularly scheduled meeting on July 7, 2015, the Board approved Contract PD 14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project, to Transcore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. In addition, the Board approved five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners. On an annual basis, the Board may opt to convert to an all-inclusive maintenance contract at the rates provided.

Approval of this recommendation will exercise the 4th and final renewal of the Time and Materials Maintenance 5 Year Contract, and allocate funds for equipment repairs / spare parts.

Prior to July 2020, Staff plans to recommend renewal of the contract with Transcore, LP for the additional five years, and barring significant

repair/maintenance issues that may arise over the next year, also request to retain the time and materials maintenance service.

BUDGETARY IMPACT:

Funds are available in Fund 167, "Bob Sikes Toll Facility", Cost Center 140301, Object Codes 54601 and 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL, Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Purchase Orders will be issued as required.

Attachments

Board Actions

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Time and Materials Maintenance Contract Agreement PD 14-15.030 

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried 4-0, with Commissioner Robinson temporarily out of Board Chambers, approving the annual allocation, in the amount of $177,294.16, plus an additional 10% ($17,729.42), for equipment repairs, for the Time and Materials Maintenance Contract Agreement, PD 14-15.030, for the Bob Sikes Bridge Toll System Upgrade Project, through July 7, 2019, to Transcore, LP (Funding: funds are available in Fund 167, “Bob Sikes Toll Facility,” Cost Center 140301, Object Codes 54601 and 53401).

Speaker(s):

Sean Bullington

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-29. Approval of Various Consent Agenda Items – Continued

23. Taking the following action concerning Contracts for the Bob Sikes Bridge Toll Facility (Funding: funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401):

    A. Approving the annual allocation, in the amount of $171,298.71, plus an additional 10% ($17,129.87), for equipment repairs, for the Time and Materials Maintenance Contract Agreement, through July 7, 2018, to Transcore, LP; and

    B. Amending the Board's action of December 8, 2016, CAR II-32, Item "B," and approving a 12-month extension, effective July 1, 2017, through June 30, 2018, between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of $410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all-in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original Contract.

24. Approving, and authorizing the County Administrator to execute, the following Change Order to Roads, Inc., of NWF, on Contract PD 14-15.064, General Paving and Drainage Agreement, for the Mack's Road Dirt Road Paving Project (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107/56301, Project #16EN3655):

Department:	Public Works
Division:	Engineering/Infrastructure
Type:	Addition
Amount:	$19,500.00
Vendor:	Roads, Inc., of NWF
Project Name:	Mack's Road Dirt Road Paving Project
Contract:	PD 14-15.064, General Paving and Drainage Agreement
Purchase Order No.:	161394
Change Order (CO) No.:	1
Original Award Amount:	$337,890.80
Cumulative Amount of Change Orders through this CO:	$19,500.00
New Contract Total:	$357,390.80

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12148 **County Administrator's Report 12. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/25/2017
Issue: Contracts for the Bob Sikes Bridge Toll Facillity
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contracts for the Bob Sikes Bridge Toll Facility - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning Contracts for the Bob Sikes Bridge Toll Facility:

A. Approve the annual allocation, in the amount of $171,298.71, plus an additional 10% ($17,129.87) for equipment repairs, for the Time and Materials Maintenance Contract Agreement through July 7, 2018, to Transcore, LP;

B. Amend the Board's action of December 8, 2016, CAR II-32, Item "B" and approve a 12-month extension, effective July 1, 2017, thru June 30, 2018, between Escambia County and JJW Services, Inc., d/b/a Accustaff, for the estimated annual amount of $410,000, subject to the terms of the Agreement. The estimated annual amount is based on "all-in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original Contract.

[Funding: Funds are available in Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Codes 54601 and 53401]

BACKGROUND:

Bob Sikes Bridge Electronic Toll Collection System Maintenance Contract:

Meeting in regular session on November 17, 2016, the Board issued a formal direction to staff to postpone the All-Electronic Tolling (no cash) conversion at the Bob Sikes Bridge Toll Facility. Due to discussion, both by the Board of County Commissioners and by the public since that direction, staff is requesting that the aforementioned maintenance contract allocation be approved.

At the regularly-scheduled meeting on July 7, 2015, the Board approved Contract PD

14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project to Transcore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. In addition, the Board approved five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners. On an annual basis, the County may opt to convert to an all-inclusive maintenance at the rates provided.

The Bob Sikes Bridge Toll Facility System Upgrades Project consisted of the installation of all new hardware and software for the toll collection function. The new system consists of 4 lanes that include a single dedicated annual pass lane, and 3 mixed-use lanes. The dedicated annual pass lane allows for free movement of vehicles with an active Escambia County annual pass, and/or an active Sun Pass account. The 3 mixed-use lanes are open to pass holders and/or offer the $1 cash transaction option.

Bob Sikes Bridge Toll Plaza Staffing:

In order to align the staffing contract with the original Agreement, Staff is requesting a change in the dates of the extensions to the existing contracts.

The Board awarded Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge on June 2, 2015. The Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15-048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, was effective July 1, 2015, for a term of 1 year, with options for renewal up to 4 additional 12 month periods, subject to the terms of the Agreement. This recommendation will modify the December 8, 2016 Board action from a 16 month extension to a 12 month extension, and will extend the contract for an additional year effective July 1, 2017. The estimated annual amount is based on "all-in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original contract.

BUDGETARY IMPACT:

Funds are available in Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Codes 54601 and 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Purchase Orders will be issued as required.

Attachments

BCC Mins 060215
BCC Mins 070715
BCC Mins 120816
BCC Mins 021617

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

9. Taking the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401):

A. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, "Bob Sikes Bridge Toll System Upgrade Project," for a lump sum of $1,675,379.02;

B. Approving, and authorizing the County Administrator to sign, the Purchase Orders for materials included in the Scope of Work being purchased by Escambia County due to contract savings, as follows:

(1) Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of $4,365.25, and Storage Array, in the amount of $5,264.91, for a sub-total of $14,928.53;

(2) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of $25,743.00;

(3) Microsemi, Time Server (SyncServer 300 mfg.), in the amount of $5,495.00;

(4) Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of $9,663.62;

(5) Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, DMZ Switch, in the amount of $477.00;

(Continued on Page 21)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-12. Approval of Various Consent Agenda Items – Continued

9. Continued...

B. Continued...

(6) Third Party Software Purchase Orders, as follows:

(a) Microsoft, Microsoft Server Exchange, in the amount of $2,381.22;

(b) Microsoft, Microsoft Visual Exchange, in the amount of $363.75;

(c) Symantec Buying Programs; Express level D, Symantec Endpoint Protection - (v. 12.1), License plus one year Essential Support, in the amount of $389.85;

(d) Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of $3,495.00;

(e) Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of $2,795.00;

(f) Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of $8,385.75;

(7) Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of $1,965.17; and

(8) Graybar, UPS, in the amount of $10,908.80, for computer hardware, totaling $86,991.69;

C. Acknowledging, for the Board's record, the total for installation, in the amount of $1,762,370.71; and

(Continued on Page 22)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-8396 **County Administrator's Report 13. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/07/2015
Issue: Contract Award for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project
From: Stephan Hall, Interim Department Director
Organization: OMB
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project - Stephan Hall, Management and Budget Services Interim Department Director

That the Board take the following action concerning the Contract Award for the Bob Sikes Bridge Toll System Upgrade Project:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and TransCore, LP, per the terms and conditions of PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, for a lump sum of $1,675,379.02;

B. Approve and authorize the County Administrator to sign the Purchase Orders for materials included in the Scope of Work, being purchased by Escambia County due to contract savings, as follows:

1. Dell, State of Florida Contract #250WSCA10ACS;B27160, Primary Domain Controller, in the amount of $4,365.25, and Storage Array, in the amount of $5,264.91, for a sub-total of $14,928.53;

2. Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS, Cisco LAN Switch, in the amount of $25,743;

3. Microsemi, Time Server (SyncServer 300 mfg.), in the amount of $5,495;

4. Dell, State of Florida Contract #250WSCA10ACS;B27160, Tape Loaders for Archival, in the amount of $9,663.62;

5. Technology Integration Group, State of Florida Contract #43220000-WSCA-14-ACS,

DMZ Switch, in the amount of $477.00;

6. Third Party Software Purchase Orders, as follows:

a. Microsoft, Microsoft Server Exchange, in the amount of $2,381.22;

b. Microsoft, Microsoft Visual Exchange, in the amount of $363.75;

c. Symantec Buying Programs; Express level D, Symantec Endpoint Protection - (v. 12.1), License plus one year Essential Support, in the amount of $389.85;

d. Solarwinds, Patch Manager, License plus one year Maintenance, in the amount of $3,495;

e. Solarwinds, Orion NPM SL100 1SVR, License with Maintenance, in the amount of $2,795;

f. Dell, State of Florida Contract #250WSCA10ACS;B27160, App Assure software-base, Exchange, SQL Server, in the amount of $8,385.75;

7. Dell, State of Florida Contract #250WSCA10ACS;B27160, Rack, in the amount of $1,965.17; and

8. Graybar, UPS, in the amount of $10,908.80, for computer hardware totaling $86,991.69;

C. Acknowledge for the Board's Record the total for installation, in the amount of $1,762,370.71; and

D. Approve five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners. On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided.

[Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 56401]

BACKGROUND:

The Bob Sikes Bridge Toll Plaza System Upgrades Project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities with the ultimate goal of full integration with the Florida Turnpike Sunpass System. The new system will have 4 new lanes that will include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane will allow for free movement of active Escambia County annual pass, and/or an active SunPass account. The 3 mixed use lanes will also allow for the use of pass holders, but will also offer the $1 cash transaction as well.

Request for Proposals, PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, was publicly noticed on Monday, March 2, 2015 to thirteen known firms. One proposal

was received on Tuesday, April 28, 2015.

TransCore, LP provided their initial fee proposal with their submittal for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project dated Tuesday, April 28, 2015, based on the scope of work in the solicitation as a lump sum of $4,349,072.80 (5 years warranty). Negotiations were held on Tuesday, May 12, 2015, Thursday, May 21, 2015, Thursday, June 4, 2015, Thursday, June 11, 2015 and Thursday, June 18, 2015. The fifth negotiation meeting established the fee of $1,757,072.34 plus maintenance.

Savings as follow:

- Original April 28, 2015 Proposal
  - Construction $2,450,440.00
  - Maintenance $1,898,632.80

  Total $4,349,072.80
- June 18, 2015 Negotiation Meeting
  - Construction $1,757,072.34
  - Maintenance
    - Time & Materials $1,084,089.48
    - All Inclusive (possible future) $2,203,189.44

  Total $2,841,161.82 (w/time & materials maintenance)

A savings of $1,507,910.98 based on Time and Materials or $388,811.02 for All Inclusive Maintenance (both savings calculated on only 5 years maintenance, the original scope of work).

BUDGETARY IMPACT:

Funding: Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form B, Construction Services.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

The Bob Sikes Bridge Toll Plaza System Upgrades Project will consist of the installation of all new hardware and software for the toll collection function. The new system will be modeled after the Florida Turnpike Toll Facilities with the ultimate goal of full integration with the Florida Turnpike Sunpass System. The new system will have 4 new lanes that will include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane will allow for free movement of active Escambia County annual pass,

and/or an active SunPass account. The 3 mixed use lanes will also allow for the use of pass holders, but will also offer the $1 cash transaction as well.

Request for Proposals, PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project, was publicly noticed on Monday, March 2, 2015 to thirteen known firms. One proposal was received on Tuesday, April 28, 2015.

TransCore, LP provided their initial fee proposal with their submittal for PD 14-15.030, Bob Sikes Bridge Toll System Upgrade Project dated Tuesday, April 28, 2015, based on the scope of work in the solicitation as a lump sum of $4,349,072.80 (5 years warranty). Negotiations were held on Tuesday, May 12, 2015, Thursday, May 21, 2015, Thursday, June 4, 2015, Thursday, June 11, 2015 and Thursday, June 18, 2015. The fifth negotiation meeting established the fee of $1,757,072.34 plus maintenance, a savings of $693,367.66.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form B, Construction and Purchase Order.

Attachments

Agreement
BSB TSR Atkins Letter

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Bob Sikes Toll Bridge

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Bob Sikes Bridge (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401):

A. Approving the annual allocation, in the amount of $180,000, for the Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP;

B. Approving a 16-month extension, effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of $410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and

C. Authorizing the Chairman to sign all related documents.

III. FOR DISCUSSION

1. Purchase of Property

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

A. Authorizing staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

(Continued on Page 60)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11284 **County Administrator's Report 12. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/08/2016
Issue: Contracts for the Bob Sikes Bridge
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval: RZ for JB

RECOMMENDATION:
Recommendation Concerning the Bob Sikes Bridge - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Bob Sikes Bridge:

A. Approve the annual allocation, in the amount of $180,000, for the Time and Materials Maintenance Contract Agreement through September 30, 2016, to Transcore, LP;

B. Approve a 16-month extension effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of $410,000 subject to the terms of the Agreement. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and

C. Authorize the Chairman to sign all related documents.

[Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401]

BACKGROUND:
A. Due to the discussions over the recent months and the Board's formal direction at its November 17, 2016 regular meeting to postpone the All-Electronic Tolling (no cash) conversion at the Bob Sikes Bridge Toll Plaza, County Staff is requesting that the two aforementioned contract allocations be approved. On July 7, 2015, the Board approved Contract PD 14-15.030, Bob Sikes Bridge (BSB) Toll System Upgrade Project to Transcore, LP, to install the State of Florida Sun Pass electronic tolling system at the BSB Toll Plaza. In addition, the Board approved five years Time and Materials Maintenance, with the option to renew for an additional five years. Funding for the Maintenance Contract is subject to appropriations by the Board of County Commissioners.

On an annual basis the County may opt to convert to an All Inclusive Maintenance at the rates provided. The Bob Sikes Bridge Toll Plaza System Upgrades Project consisted of the installation of all new hardware and software for the toll collection function. The new system consists of 4 lanes that include a single dedicated annual pass lane, and 3 mixed use lanes. The dedicated annual pass lane allows for free movement of vehicles with an active Escambia County annual pass, and/or an active Sun Pass account. The 3 mixed use lanes allow for the use of pass holders and/or offer the $1 cash transaction.

B. The Board awarded Contract PD 14-15.048, for Toll Collection Personnel Services at Bob Sikes Bridge on June 2, 2015, and approved the Agreement relating to Toll Collection Personnel Service for the Bob Sikes Toll Bridge (PD 14-15.048), between Escambia County and JJW Services, Inc., d/b/a Accustaff, effective July 1, 2015, for a term of 1 year, with options for renewal up to 4 additional 12-month periods, subject to the terms of the Agreement. This recommendation will extend the contract for an additional year effective July 1, 2016. The estimated annual amount is based on "all in rates" per hour, for 1 Manager, 4 Supervisors, and 25 Toll Collectors, per the original contract. This contract will be re-bid this year based on the impact of electronic tolling. This contract is being extended for 16 months so that the yearly approvals are in our fiscal year calendar period.

BUDGETARY IMPACT:

Funds are available from Fund 167 "Bob Sikes Toll Facility", Cost Center 140301, Object Code 54601 and 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Purchase Orders will be issued upon Board approval.

Attachments

Board Approval
Agreement 14-15.030
JJW Board Approval and Contract

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-25. Approval of Various Consent Agenda Items – Continued

10. Amending the Board's action taken on December 8, 2016, CAR II-32A, approving the annual allocation, in the amount of $180,000, for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the recommendation to September 30, 2017, rather than September 30, 2016; this does not affect the Five year Time and Maintenance Contract, 14-15.030, that was approved July 7, 2015.

11. Dropping the recommendation that the Board approve, and authorize the Chairman to sign, the Florida Department of Environmental Protection Agreement No. S0878, Amendment Number 1, which includes the following changes (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 110211, Object Code 56301, Project 16PF3502):

Task 1 Design and Permitting is being changed from $78,000 to $45,000, which is based on actual expenses.

Task 2 Construction is being changed from $864,000 to $758,000, which is based on the completed design.

Task 3 Administration, Operation, and Repair of Water and Wastewater System is being changed from $40,200 to $180,000, which is based on historical charges by the City of Gulf Breeze and with the understanding that the City of Gulf Breeze will operate and maintain the system through June 2017.

None of the task descriptions have changed, and the total amount of the Grant remains unchanged at $1,000,000.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11686 **County Administrator's Report 15. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/16/2017
Issue: Bob Sikes Bridge Contracts
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Bob Sikes Bridge Contracts - Joy D. Blackmon, P.E., Public Works Department Director

That the Board amend its action taken on December 8, 2016, CAR II-32A, approving the annual allocation in the amount of $180,000 for the Bob Sikes Bridge Time and Materials Maintenance Contract Agreement through September 30, 2016, to Transcore, LP, to correct, due to a scrivener's error, the date noted in item "A" of the Recommendation to September 30, 2017, rather than September 30, 2016.

This does not affect the Five year Time and Maintenance Contract 14-15.030 that was approved July 7, 2015.

BACKGROUND:
A scrivener's error was made on Agenda Item CAR II - 32-A at the December 8, 2016, Board of County Commissioners Meeting. This is to amend the recommendation to correct the ending date.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon BCC approval, the Office of Purchasing will issue a Purchase Order to Transcore, LP.

Attachments

Board Action 12/8/2016

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Bob Sikes Toll Bridge

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning the Bob Sikes Bridge (Funding: Fund 167, "Bob Sikes Toll Facility," Cost Center 140301, Object Code 54601/53401):

A. Approving the annual allocation, in the amount of $180,000, for the Time and Materials Maintenance Contract Agreement, through September 30, 2016, to Transcore, LP;

B. Approving a 16-month extension, effective July 1, 2016, between Escambia County and JJW Services, Inc. d/b/a, Accustaff, for the estimated annual amount of $410,000, subject to the terms of the Agreement; the estimated annual amount is based on "all in rates" per hour, for 1 Manager, 1 Supervisor, and 25 Toll Collectors, per the original Contract; and

C. Authorizing the Chairman to sign all related documents.

III. FOR DISCUSSION

1. Purchase of Property

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the purchase of real properties, located in the Bristol Park - Ashbury Hills Area, for the Hazard Mitigation Grant Program (HMGP), and take the following action (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595):

A. Authorizing staff to pursue the acquisition of properties listed in the HMGP Grant, specifically located along the creek bank of Eleven Mile Creek;

(Continued on Page 60)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16159 **County Administrator's Report 12. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Contract Award for Installation, Refurbish, and Removal of Pavement Markings and Associated Items
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Installation, Refurbish, and Removal of Pavement Markings and Associated Items - Joy Jones, P.E., Engineering Department Director

That the Board amend its action of February 7, 2019, Section II, Item #18, approving and authorizing the Interim County Administrator to sign the Agreements Relating to Pavement Markings between Escambia County and Gulf Coast Traffic Engineers, Inc., and Ozark Striping Company, Inc., per the terms and conditions of PD 18-19.007, Installation, Refurbish, and Removal of Pavement Markings and Associated Items, with a total Fiscal Year 2018-2019 expenditure of $300,000, to increase the Fiscal Year 2018-2019 expenditure to $650,000, and add cost centers to the Recommendation.

[Funding: Fund 175, Transportation Trust Fund; Cost Center 211201, Traffic Operations, Object Code 54601, Repair and Maintenance, $500,000; Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56301, Various Project Numbers $50,000; Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Various Project Numbers $50,000; Fund 167 Bob Sikes Bridge Fund, Cost Center 140302, Object Code 54601, $50,000]

BACKGROUND:

In regular session on February 7, 2019, the Board approved Contract PD 18-19.007 for Installation, Refurbish, and Removal of Pavement Markings and Associated Items to Gulf Coast Traffic Engineers, Inc. and Ozark Striping Company. At that time, the annual amount for the Fiscal Year was approved for $300,000 in Fund 175, Transportation Trust Fund, Cost Center 211201, Traffic

Operations. Since that Board meeting, it has been determined that the annual cost for this contract should be $650,000 and split between Fund 175, Transportation Trust Fund ($500,000), Fund 352, LOST III ($50,000), Fund 353, LOST IV ($50,000), and Fund 167, Bob Sikes Toll Fund ($50,000). To date, we have encumbered $300,000 for striping and have an additional approximately $70,000 waiting for Board approval to issue work orders/purchase orders.

BUDGETARY IMPACT:

Funding is available in Fund 175, Transportation Trust Fund; Cost Center 211201, Traffic Operations, Object Code 54601, Repair and Maintenance, $500,000; Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Object Code 56301, Various Project Numbers $50,000; Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Various Project Numbers $50,000; Fund 167 Bob Sikes Bridge Fund, Cost Center 140302, Object Code 54601, $50,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Board Action 2719

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: That the Board award, and authorize the Acting County Administrator to sign, the Agreement between Escambia County and Perma-Fix of Florida, Inc., per the terms and conditions of PD 18-19.010, Collection and Disposal of Household Hazardous Waste, providing for the collection and disposal of hazardous waste materials from County households, on an as-needed basis, authorizing an annual amount of $200,000.

    [Funding: Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Item 20, which was held for a separate vote, as amended to drop Item 10.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill having left the meeting

18. Recommendation: That the Board approve, and authorize the Acting County Administrator to sign, the Agreements Relating to Pavement Markings between Escambia County and Gulf Coast Traffic Engineers, Inc., and Ozark Striping Company, Inc., per the terms and conditions of PD 18-19.007, Installation, Refurbish, and Removal of Pavement Markings and Associated Items, with a total Fiscal Year 2018-2019 expenditure of $300,000.

    [Funding: Fund 175, Transportation Trust Fund; Cost Center 211201, Traffic Operations; Object Code 55201, Operating Supplies]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Item 20, which was held for a separate vote, as amended to drop Item 10.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill having left the meeting

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16160 **County Administrator's Report 12. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Change Order on Contract PD 16-17.083 - Signal Response Maintenance
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of a Change Order on Contract PD 16-17.083, to Ingram Signalization, Inc., for Signal Response Maintenance - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order to Ingram Signalization, Inc., on Contract PD 16-17.083, for the Signal Response Maintenance Contract:

Department:	Engineering
Division:	Transportation and Traffic
Type:	Addition
Amount:	$75,000
Vendor:	Ingram Signalization, Inc.
Project Name:	Signal Response Maintenance
Contract:	PD 16-17.083
PO#:	190846
CO#:	1
Original Contract Award:	$175,000
Cumulative Amount of Change Orders Through this CO:	$75,000
New Contract Amount:	$250,000

This project is located in Commission Districts 1-5.

[Funding Source: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601]

BACKGROUND:

Meeting in regular session on December 14, 2017, the Board approved Contract PD 16-17.083 - Signal Response Maintenance between Escambia County, Florida, and Ingram Signalization, Inc.

Meeting in regular session on February 7, 2019, the Board approved the first of two possible one year renewal periods, as outlined in Section 2, Term, of the Agreement Relating to Signal Response Maintenance for maintenance services throughout Escambia County with Ingram Signalization, Inc, per Contract PD 16-17.083 - Signal Response Maintenance.

This Change Order, #1, will increase the annual allocation of $175,000 to $250,000 to allow the Traffic Operations & Planning (TOP) Division to continue to provide maintenance services for state-owned Signals throughout Escambia County through this fiscal year.

Historically, TOP has spent between $300,000 to $350,000 annually for this contract service; however, due to various efforts to reduce costs/maintenance efforts (e.g. Advanced Traffic Management System [ATMS] upgrades, acquisition of bucket truck, increasing equipment stock, etc.), the county has seen a significant annual cost savings of approximately $50,000 to $100,000. As TOP continues to deploy and expand its ATMS system and increase its internal asset inventory, additional savings should be realized moving forward.

BUDGETARY IMPACT:

Funds for this project are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601.

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, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Board Action 12/14/17
Board Action 02/07/19
PO 190846

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-29. Approval of Various Consent Agenda Items – Continued

16. Adopting the Resolution [R2017-148] approving Supplemental Budget Amendment #023, Internal Service Fund (501), in the amount of $516,000, to recognize the receipt of an insurance advance from AmWins Allianz Nephila for the water damage claim of the M.C. Blanchard Building sustained on November 29, 2016.

17. Adopting the Resolution [R2017-149] approving Supplemental Budget Amendment #024, Economic Development Fund (102), in the amount of $356,745, to recognize the fund balance in the fund and to appropriate these funds for operational activities associated with County economic development initiatives for Fiscal Year 2017/2018.

18. See Page 26.

19. Taking the following action (Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, $300,000; Funds 182-199, Master Drainage Basin Funds, Cost Center 210719-210736, $50,000; Fund 325, Local Option Sales Tax [LOST] III, Cost Center 210107, $75,000; Fund 353, LOST IV, Cost Center 210106, $50,000; Fund 167, Bob Sikes Bridge, Cost Center 140302, $25,000):

    A. Terminating, without cause, PD 15-16.088, Traffic Signal Response Maintenance between Escambia County, Florida, and Ingram Signalization, Inc.; and

    B. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 16-17.083, Signal Response Maintenance, for an initial term of 12-months, with two options for 12-month renewals, for a total of 36-months, for an estimated annual expenditure of $500,000.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board approve the utilization of the first of two possible one-year renewal periods, as outlined in Section 2, Term, of the Agreement Relating to Signal Response Maintenance for maintenance services throughout Escambia County, with Ingram Signalization, Inc., per PD 16-17.083, Signal Response Maintenance. The original agreement was approved by the Board on December 14, 2017.

    [Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601 and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601.]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Item 20, which was held for a separate vote, as amended to drop Item 10.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill having left the meeting

16. Recommendation: That the Board approve the utilization of the first of four possible one-year renewal periods, as outlined in Section 2, Term, of the Agreement for Security Officer Services with Dynamic Security Services, Inc., for Security Officer Services at the entrances for the following locations: the M.C. Blanchard Judicial Center and the Theodore F. Bruno Juvenile Justice Center. The recommendation is for the renewal to be retroactive to September 21, 2018. The original Agreement was approved by the Board on September 21, 2017.

    [Funding: Fund 115, Court Security Article V, Cost Center 410505, Object Code 53401 Other Contractual Services]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Item 20, which was held for a separate vote, as amended to drop Item 10.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill having left the meeting

PURCHASE ORDER NO. 190846

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:
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CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR

406608 FAX: 850-434-2816
INGRAM SIGNALIZATION INC
4522 NORTH DAVIS HIGHWAY
PENSACOLA FL 32503

SHIP TO

TRANSPORTATION & TRAFFIC ENGINEERN
3363 WEST PARK PLACE
PENSACOLA, FL 32505

ATTN: CASSANDRA PRESSLEY

ORDER DATE: 12/13/18	BUYER: EMILY WEDDINGTON	REQ. NO.: 19000913	REQ. DATE: 12/11/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 16-17.083 SIGNAL RESPONSE MAINTENANCE FOR STATE OWNED SIGNALS THROUGH 9/30/2019. BCC APPROVAL 12/6/2018.	175000.0000	175,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	211201	54601	175,000.00	

PAGE TOTAL $	175,000.00
TOTAL $	175,000.00

APPROVED BY Lisa Lowry 12/14/18

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

II. BUDGET/FINANCE CONSENT AGENDA – Continued

39. Recommendation: That the Board, for Fiscal Year 2018/2019, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Public Works Department and correct two scrivener's errors, as follows (meeting in regular session on October 4, 2018, Item "F" [which was item "C" on the County Administrator's Report (CAR) II-24]; and Item "G" [which was Item "N" on CAR II-24] both contained scrivener's errors, which have been changed in the entry below:

	Vendor/Contractor	Amount	Contract Number
A	Temple, Inc. Vendor #200924 Traffic Calming Devices Fund 175, Cost Centers 211201/211601/211101 Fund 182, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 353, Cost Center 210106	$200,000	State Contract ITB-DOT-15/16 9005-GH
B	Blue Arbor, Inc. Vendor #023818 Fund 116, Cost Center 240302 Temporary Contract Services	$60,000	PD 17-18.055
C	Blue Arbor, Inc. Vendor #023818 Fund 352, Cost Center 210107 Fund 353, Cost Center 210106 Temporary Contract Services	$250,000	PD 17-18.055
D	Roads, Inc. of NWF Vendor #182328 Panhandle Grading and Paving, Inc. Vendor #160114 Mid South Paving, Inc. Vendor #133305 Fund 352, Cost Center 210107 Fund 353, Cost Center 210106 Road Materials Pricing Agreement/OGCM Roads	$500,000	PD 17-18.096

(Continued on Page 56)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

39. Continued...

E	Transcore Holdings, Inc. Vendor #420423 Bob Sikes Bridge Toll System Upgrade Project Fund 167 (Bob Sikes Toll Fund) Cost Center 140301	$139,971	PD 14-15.030
F	Ingram Signalization Vendor Number: 406608 Traffic Signal Response Maintenance Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 181 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$500,000	PD 16-17.083

(Continued on Page 57)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

39. Continued...

G	General Drainage and Paving Agreement - Paving and Drainage Projects $1,000,000 for each vendor Allsouth Construction Services, LLC Vendor Number 420550 Chavers Construction Vendor Number 032335 Gulf Atlantic Constructors Vendor Number 843895 J Miller Construction Vendor Number 133404 Midsouth Paving, Inc. Vendor Number 133305 Infrastructure Specialty Services Vendor Number 420809 Panhandle Grading and Paving Vendor Number: 160114 Roads, Inc. of NWF Vendor Number: 182328 Utility Services Co., Inc. Vendor Number 211593 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 181 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Centers 210107/350229 Fund 353 (LOST IV) Cost Centers 210106/350221 Fund 151 (CRA) Cost Center 370113 (Brownsville)	$1,000,000 per vendor annually	PD 16-17.081

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 45, with the exception of Items 3, 5, 15, 29, 30, 33, and 43, which were held for separate votes, as amended to drop Item 36 and bring back to the Board in January 2019.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Bender
Disposition: Carried unanimously	
Audio:	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16197 **County Administrator's Report 12. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Change Order to B&W Utilities, Inc. on Contract PD 17-18.048 - East Carver Park Drainage Improvement Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of a Change Order on Contract PD 17-18.048, to B&W Utilities, Inc., for the East Carver Park Drainage Improvement Project - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order to B&W Utilities, Inc., on Contract PD 17-18.048, for the East Carver Park Drainage Improvement Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$50,547.20
Vendor:	B&W Utilities, Inc.
Project Name:	East Carver Park Drainage Improvement Project
Contract:	PD 17-18.048
PO#:	181426
CO#:	4
Original Contract Award:	$1,291,129.48
Cumulative Amount of Change Orders Through this CO:	$202,471.40
New Contract Amount:	$1,493,600.88

This project is located in Commission District 5.

[Funding Source: Fund 352, Local Options Sales Tax III, Transportation and Drainage, Cost Center 210107, Object Code 56301, Project Number 14EN2605 and 13EN2395]

BACKGROUND:

Meeting in regular session on August 16, 2018, the Board awarded Contract PD 17-18.048 - East Carver Park (which was platted in 1943) Drainage Improvement Project to B&W Utilities, Inc. The scope of the project includes installation of a new stormwater conveyance system along Washington, Lincoln, Webb, Griggs, and Ransom Streets. The new system will outfall to a new stormwater pond located east of Ransom Street. Work includes but is not limited to the construction of shallow roadside swales, ditch bottom, curb inlets, approximately 4,900 LF of reinforced concrete and high-density polyethylene stormwater transmission pipes, and a single dry detention pond. The project also includes the relocation/installation of approximately 1,900 LF of 4” and 6” PVC water main and appurtenances, segments of full-depth roadway reconstruction, milling and overlay of affected area roadways, and final site dressing and restoration.

To date, three Change Orders have been issued to the contractor to address unforeseen conflicts and issues for this 75 year old subdivision, in the amounts of $68,778.11, $34,913.41, and $48,232.68, totaling $151,924.20 as follows:

Change Order #1, in the amount of $68,778.11, provided funding for the removal and replacement of additional asphalt roadway, base, and curbing necessary to install a proposed 60" stormwater pipe 15' deep under the roadway; upsizing of an 18" pipe to a 24" pipe and a 24" pipe to a 36" pipe to accommodate additional stormwater coming off of Highway 297; modification of structures and pipe required to change the alignment of the pipes running through the park to decrease impact to the existing heritage oaks; installation of a swale through the park to channel stormwater to the new conveyance system; installation of a berm around the south side of the pond top to help channel stormwater to the outfall ditch; installation of a 6" concrete weir wall within Structure S-65; installation of a concrete flume with a splash pad and rip-rap in the pond to prevent erosion and backflow from the outfall ditch; and the additional liability insurance premium required to meet minimum insurance requirements specified by International Paper for the permanent easement that required renewal.

Change Order #2, in the amount of $34,913.41, was for a full reconstruction (in lieu of milling and resurfacing) of the roadway on a section of Washington Street due to the depth of the proposed adjacent stormwater pipe. The proposed pipe is 8' deep and is close to the roadway causing portions of the roadway to collapse.

Also, additional quantities for waterline work were required to reroute the water line in conflict with the proposed stormwater pipe on Webb Street.

Change Order #3, in the amount of $48,232.68, added funding for additional de-watering work required to install the proposed stormwater pipe per plan, the contractor's original bid on de-watering was based on a geotechnical report from 2014 which stated that perched groundwater may be encountered at a depth of 10' or less. The proposed stormwater pipe was eventually designed to a depth of 16' and the contractor encountered groundwater from the groundwater table, not perched groundwater. County staff ordered a new geotechnical report which confirms that the contractor is in fact below a defining layer and working in the groundwater table.

This Change Order, #4, in the amount of $50,547.20 is required to perform the following:

1. Full reconstruction of the roadway at the intersection of Washington Street and Griggs Street in lieu of milling and resurfacing. Failure of the entire depth of the existing asphalt occurred during de-watering operations;
2. Mill and resurface Booker Street, the southern perimeter road;
3. Clear and grade a new ditch while the contractor is on site to allow conveyance of stormwater to the newly installed stormwater system. This ditch will provide relief for and reduce staging of stormwater in the roadside swales.

A time extension of 6 additional days for weather days incurred from 3/14/2019 thru 4/9/2019 is also requested with this Change Order. Upon approval of this Change Order, the contract completion date will change from 09/30/2019 to 10/06/2019.

This project is located in Commission District 5.

BUDGETARY IMPACT:

Funds for this project are available in Fund 352, LOST III, Transportation and Drainage, Cost Center 210107, Object Code 56301, Project Number 14EN2605 and 13EN2395.

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, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Original Purchase Order
Change Order 1
Change Order 2
Change Order 3
Change Order 4
Map
Change Order Recap

PURCHASE ORDER NO. 181426

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
420661
B & W UTILITIES INC
1610 SUCCESS DR
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 08/23/18	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 18001617	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTRACT PD 17-18.048	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 17-18.-48 CARVER PARK DRAINAGE IMPROVEMENTS PROJECT, BCC APPROVAL 08/16/2018	1291129.4800	1,291,129.48

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210107 56301	1,291,129.48	13EN2395

PAGE TOTAL $	1,291,129.48
TOTAL $	1,291,129.48

APPROVED BY

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and B&W Utilities, Inc. per the terms and conditions of PD 17-18.048, Carver Park Drainage Improvements Project, in the amount of $1,291,129.48.

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 13EN2395 and Project Number 14EN2605]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

17. Recommendation: That the Board take the following action regarding the purchase of one 2018 Ford Mini-Bus with A.D.A. option:

A. Authorize the County to utilize the Florida Department of Transportation (FDOT) Contract #TRIPS-15-MB-CB, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for the purchase of one 2018 Ford Mini-Bus with A.D.A. option for the Mass Transit Services Department of Escambia County, Florida, to Creative Bus Sales, Inc., in the amount of $71,770, according to the specifications outlined in Specification Number VE 17-18.022.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for thirty days. The original quote was the only bid received.

[Funding: Fund 320, Comm Svcs Administration; Cost Center 211230, 2013 FTA 5339 FL 34-0021; Object Code 56401, Machinery and Equipment]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

PURCHASE ORDER NO. 181426-1
CHANGE DATE: 01/17/19

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
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CLERK OF THE COURT & COMPTROLLER
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PENSACOLA, FL 32502-5843

VENDOR
420661
B & W UTILITIES INC
1610 SUCCESS DR
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 08/23/18	BUYER: PURCHASING MANAGER	REQ. NO.: 18001617	REQ. DATE: 08/23/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			RFF requesting a change order in the amount of $68,778. 11 to B&W Utilities, Inc. to (1) Remove and replace additional asphalt roadway, base, and curbing necessary to install a proposed 60" stormwater pipe 15' deep under the roadway, (2) Up-size a 18" pipe to a 24" pipe and a 24" pipe to a 36" pipe to receive additional stormwater coming off of Hwy 297, (3) Modify structures and pipe required to change the alignment of the pipes running through the park to decrease impact to the existing heritage oaks, (4) Install a swale throughthe park to channel stormwater to the new conveyance system, (5) Install a berm aroundthe southside of the pond top to help channel stormwater to the outfall ditch, (6) Install a 6" concrete weir wall within Structure S-65 to and a concrete flume with a splash pad and rip rap in the pond to prevent erosion and backflow from the outfall ditch, and (7) Cover cost for additional liability insurance premium required to meet minimum insurance requirements specified by IP. The original contract amount is$1,291,129.48. With this change order, the new contract amount will be $1,359,907.59. A time extension of 24 additional days for weather days incurred from 10/25/2018 thru 1/4/2019 is also required with this change order. The original contract completion date is 8/27/2019. With this change order, the new contract completion date will be 9/20/2019. Seeattached documents for justification.		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

APPROVED BY Amy Lovoy 1/24/19 BR

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. 181426-1
CHANGE DATE: 01/17/19

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
420661
B & W UTILITIES INC
1610 SUCCESS DR
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 08/23/18	BUYER: PURCHASING MANAGER	REQ. NO.: 18001617	REQ. DATE: 08/23/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Carver Park Area Drainage Improvement Original Contract Amount $1,291,129.48 This Change Order $68,778.11 New Contract Amount $1,359,907.59		
01	.00	LOT	CONTRACT PD 17-18.-48 CARVER PARK DRAINAGE IMPROVEMENTS PROJECT, BCC APPROVAL 08/16/2018	68778.1100	68,778.11

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	68,778.11	13EN2395

PAGE TOTAL $	68,778.11
TOTAL $	68,778.11

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:	420661	Vendor Name:	B&W Utilities Inc.		
Project Number:	13EN2395	P.O. Number:	181426	C.O. Number	1
Department:	Engineering Department/Construction Mgmt	P.D. Number:	17-18.048	Date:	01/17/19

Notes for Modifying the Scope of Award:

RFF requesting a change order in the amount of $68,778.11 to B&W Utilities, Inc. to (1) Remove and replace additional asphalt roadway, base, and curbing necessary to install a proposed 60" stormwater pipe 15' deep under the roadway, (2) Up-size a 18" pipe to a 24" pipe and a 24" pipe to a 36" pipe to receive additional stormwater coming off of Hwy 297, (3) Modify structures and pipe required to change the alignment of the pipes running through the park to decrease impact to the existing heritage oaks, (4) Install a swale through the park to channel stormwater to the new conveyance system, (5) Install a berm around the southside of the pond top to help channel stormwater to the outfall ditch, (6) Install a 6" concrete weir wall within Structure S-65 to and a concrete flume with a splash pad and rip rap in the pond to prevent erosion and backflow from the outfall ditch, and (7) Cover cost for additional liability insurance premium required to meet minimum insurance requirements specified by IP. The original contract amount is $1,291,129.48. With this change order, the new contract amount will be $1,359,907.59. A time extension of 24 additional days for weather days incurred from 10/25/2018 thru 1/4/2019 is also required with this change order. The original contract completion date is 8/27/2019. With this change order, the new contract completion date will be 9/20/2019. See attached documents for justification. CIP: East Carver Park Area Drainage Improvements

		Quantity			
Adding Dollars to Line Item No:	1	Adjustment:		Amount:	$ 68,778.11
Deleting Dollars from Line Item No:	-	Adjustment:		Amount:	$ -

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)

Previous Purchase Order Total Dollars:	$ 1,291,129.48
Net Dollars added or subtracted:	$ 68,778.11
New Purchase Order Total Dollars:	$ 1,359,907.59

Previous Contract Total Dollars:	$ 1,291,129.48
Net Dollars added or subtracted:	$ 68,788.11
New Contract Total Dollars:	$ 1,359,917.59

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+/- Change	Dollar Amount
210107	56301	13EN2523	$ 68,778.11	$ 1,359,907.59

☐ 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 increased to the new contract amount.

Request Prepared By: Robin Lambert Digitally signed by Robin Lambert DN: cn=Robin Lambert, o=BOCC, ou=BOCC, email=rlambert@myescambia.com, c=US Date: 2019.01.17 09:27:58 -06'00' Date:

Contract Administrator's Certification & Approval: Date:

Department Director: Jay Jones Digitally signed by Jay Jones DN: cn=Jay Jones, o=BOCC, ou=Public Works, email=djones@myescambia.com, c=US Date: 2019.01.17 11:26:29 -06'00' Date:

F0020 (Revised 1/31/2008)

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: East Carver Park Area Drainage Improvements
Project ID: ENG1832
Location: District 5
Project Manager: Nick Chauvin
Date: 1/8/2019

Digitally signed by Nicolas Chauvin
DN: cn=Nicolas Chauvin, o=Public Works, ou=Engineering Division, email=Nick.Chauvin@myescambia.com, c=US
Date: 2019.01.08 14:42:18 -06'00'

Scott R. Sanders
cn=Scott R. Sanders, o=Public Works, ou=Engineering, email=scott_sanders@myescambia.com, c=US
2019.01.09 10:51:08 -06'00'

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

RFF requesting a change order in the amount of $68,778.11 to B&W Utilities, Inc. to (1) Remove and replace additional asphalt roadway, base, and curbing necessary to install a proposed 60" stormwater pipe 15' deep under the roadway (2) Up-size a 18" pipe to a 24" pipe and a 24" pipe to a 36" pipe to receive additional stormwater coming off of Hwy 297. (3) Modify structures and pipe required to change the alignment of the pipes running through the park to decrease impact to the existing heritage oaks. (4) Install a swale through the park to channel stormwater to the new conveyance system. (5) Install a berm around the southside of the pond top to help channel stormwater to the outfall ditch. (6) Install a 6" concrete weir wall within Structure S-65 to and a concrete flume with a splash pad and rip rap in the pond to prevent erosion and backflow from the outfall ditch. (7) Cover cost for additional liability insurance premium required to meet minimum insurance requirements specified by IP. The original contract amount is $1,291,129.48. With this change order, the new contract amount will be $1,359,907.59. A time extension of 24 additional days for weather days incurred from 10/25/2018 thru 1/4/2019 is also required with this change order. The original contract completion date is 8/27/2019. With this change order, the new contract completion date will be 9/20/2019. See attached documents for justification.

8 page (s).
RFF/NTP Start Date 8/27/2019 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 24 calendar days.
9/20/2019 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO# 1				
Contract PD 17-18.048	Contractor	B&W Utilities, Inc.		$ 68,778.11
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD	Consultant			
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	Contractor			
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
New Balance of CIP Project			$ -	$ (68,778.11)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer

County Engineer Signature | Transferred by | Transfer Date

Posted to Expedition
Date:

CONSTRUCTION CHANGE ORDER

Change Order Number 1 Contractor Number PD 17-18.048

Date: 1-8-2019 Dated 1-8-2019

To: Nick Chauvin

Robin Lambert

Project Name: East Carver Park Area Drainage Improvements

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

Change Order Order request in the amount of $68,778.11 to (1) Remove and replace additional asphalt roadway, base, and curbing necessary to install a proposed 60" stormwater pipe 15' deep under the roadway. (2) Up-size a 18" pipe to a 24" pipe and a 24" pipe to a 36" pipe to receive additional stormwater coming off of Hwy 297. (3) Modify structures and pipe required to change the alignment of the pipes running through the park to decrease impact to the existing heritage oaks. (4) Install a swale through the park to channel stormwater to the new conveyance system. (5) Install a berm around the southside of the pond top to help channel stormwater to the outfall ditch. (6) Install a 6" concrete weir wall within Structure S-65 to and a concrete flume with a splash pad and rip rap in the pond to prevent erosion and backflow from the outfall ditch. (7) Cover cost for additional liability insurance premium required to meet minimum insurance requirements specified by IP. (8) Time Extension of 24 additional days for weather days incurred.

	Dollars	Time in Calendar Days
Original Contract Amount	$ 1,291,129.48	365 Days
Sum of Previous Changes	$ 0.00	0 Days
This Change Order	$ 68,778.11	24 Days
Adjusted Agreement Amount	$ 1,359,907.59	389 Days

This contract substantial completion date will be increased/decreased by 24 calendar days due to the Change Order. The new contract substantial completion date is 8-21-2019. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

■ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: January 8, , 2019

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

Change Order #1				B & W Utilities Inc	
Bid Item Number	Bid Item Description	Quantity	Units	Unit Price	Extension
Deductions					
CO1-14	Mill Existing Asphalt, 1.5"-3" Thickness, over 1500sy	-567	SY	$1.55	-$878.85
CO1-15	Lateral pavement patch as per County Detail (6" GAB)	-45	SY	$82.00	-$3,690.00
CO1-54	48" HPPP DW Pipe	-45	LF	$117.00	-$5,265.00
CO1-56	18" RCP Pipe	-256	LF	$46.90	-$12,006.40
				Subtotal	-$21,840.25
Additions					
CO1-13	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	45	SY	$10.06	$452.70
CO1-16	Remove Existing Asphalt	567	SY	$7.65	$4,337.55
CO1-17	Saw cut Existing Asphalt	179	LF	$0.95	$170.05
CO1-18	12" Stabilized Subgrade, County Spec 2300, over 1000sy	612	SY	$3.11	$1,903.32
CO1-19	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	612	SY	$18.50	$11,322.00
CO1-20	1' Ribbon Curb, Per County Detail	305	LF	$12.60	$3,843.00
CO1-24	Remove Existing Curb	305	LF	$7.00	$2,135.00
CO1-53	42" HDPE DW Pipe	32	LF	$83.40	$2,668.80
CO1-57	24" RCP Pipe	146	LF	$54.54	$7,962.84
CO1-58	30" RCP Pipe	110	LF	$80.50	$8,855.00
CO1-86	Centipede Sod, Staked	1300	SY	$2.36	$3,068.00
97	Clear, Grade,and Stabilize Area Around Pond Outfall Mitered End Section *(Structure S-67)*	1	LS	$1,980.00	$1,980.00
98	Construct 6" Thick Concrete Weir Wall In Structure S-65 @ Elev. 136.00	1	LS	$4,950.00	$4,950.00
99	Construct 10' Wide Concrete Flume with Splash Pad and Rip Rap at Pond Bottom	1	LS	$15,565.00	$15,565.00
100	Construct Berm Around Southside of Pond Top from Structure S-62 to Existing IP Ditch	1	LS	$7,071.00	$7,071.00
101	Construct Swale Through Park	1	LS	$4,141.50	$4,141.50
102	Field Modify Structure S-41	1	LS	$5,775.00	$5,775.00
103	Additional Liability Insurance Premium *(Required To Meet Minimum Insurance Requirements Specified in IP Easement Agreement)*	1	LS	$4,417.60	$4,417.60
				Subtotal	$90,618.36

Change Order #1 Total **$68,778.11**

Total Contract Amount Including Change Order #1 $1,359,907.59

Accumulative Increase 5%

Sihle
INSURANCE GROUP

1700 West Main St. Suite 300 •Pensacola , FL 32502 • (850) 332-5458 • Fax (850) 607-2060 • info@sihle.com • www.sihle.com

B&W Utilities Inc.
1610 Success Drive
Cantonment, FL 32533-5103

11/2/2018

RE: Policy Endorsement: Commercial Umbrella
Carrier: BITCO Insurance Companies
Policy # CUP2812305, UM-S
Policy Term: 6/22/2018 to 6/22/2019

Teia,

Enclosed please find an endorsement to the above policy, which makes the following change(s):

Endorsement #001 amends this policy by adding Specific Job (Carver Park) $4,000,000 Limit, effective 10/19/18. **This endorsement generated an additional premium of $4,016.00.** The billing will be handled directly by the Carrier.

Please review the enclosed endorsement and if you should have any questions, please do not hesitate to call.

Sincerely,

Sihle Insurance Group, Inc.

Stacy Pannunzio

Stacy Pannunzio
Assistant Account Manager
SPannunzio@Sihle.com - (850) 361-4215

Nick Chauvin

From: White, Steven D <Steven.White@mottmac.com>
Sent: Thursday, January 03, 2019 1:21 PM
To: Nick Chauvin
Subject: East Carver Area Drainage Improvements

Nick,

As we discussed yesterday, during construction it was noted that stormwater runoff from the swale along the railroad track into which the stormwater pond discharges is actually backfeeding into the pond. This condition appears to be the result of that fact that in order to maintain peak water surface elevations in the pond below the planned pond top the elevation of the discharge pipe from the pond had to be set very near the bottom elevation of the swale. This condition coupled with the very flat slope of the ditch results in runoff within the ditch line rapidly rising to an elevation where the backfeed is occurring.

As per our discussion in the field, one option to prevent this is to install a backflow prevention device such as a a Tideflex or Checkmate Inline check valve. This option would prevent backflow into the stormwater pond regardless of the elevation of flows within the swale. However, these types of valves can become a maintenance issue for the County and as discussed I have reviewed the model to determine if other options existed.

It is possible to install a 6" thick weir wall within structure S-65 with the top of the wall set at an elevation of 136.00. However, this only provides an additional 9" of protection against backflow. Therefore, in addition to the weir wall installation a concrete flume with a splash pad from the MES in the pond down to pond bottom and rip rap is recommended to armor the pond embankment to prevent erosion in the event that backflow occurs even after installation of the weir.

Should you have any questions, or if I can be of any assistance, please do not hesitate to call.

Best Regards,

Steven D. White, PE
Sr. Project Engineer

D +1 (850) 602 9780 T +1 (850) 484 6011 C +1 (850) 698 0842
F +1 (850) 484 8199
steven.white@mottmac.com

Mott MacDonald
220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

Website | Twitter | LinkedIn | Facebook | YouTube

Nick Chauvin

From: lance bandwutilities.com <lance@bandwutilities.com>
Sent: Friday, January 04, 2019 8:42 AM
To: Omer R Eacret; Nick Chauvin
Cc: bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com
Subject: Re: Carver Park - Weather Day Request

Omer/Nick, We request the following weather days.
12/30/18
12/31/18
1/1/19
1/2/19
1/3/19
1/4/19

Thanks,
LH

From: lance bandwutilities.com
Sent: Friday, December 28, 2018 5:23:10 PM
To: Omer R Eacret; NJCHAUVIN@co.escambia.fl.us
Cc: bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com
Subject: Re: Carver Park - Weather Day Request

Omer/Nick, we request a weather day for today and yesterday. 12/28/18 & 12/29/18.

Thanks,
LH

Sent from my iPhone

On Dec 21, 2018, at 6:46 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:

> Omer/Nick,
>
> We request a weather day for yesterday 12/21/18 & today 12/22/18.
>
> Thanks,
> LH
>
> ---
>
> **From:** lance bandwutilities.com
> **Sent:** Friday, December 14, 2018 6:40:56 AM
> **To:** Omer R Eacret; NJCHAUVIN@co.escambia.fl.us
> **Cc:** bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com
> **Subject:** Re: Carver Park - Weather Day Request
>
> Omer/Nick, We request a weather day for yesterday and today 12/13 & 12/14.

Thanks
LH

Sent from my iPhone

On Dec 4, 2018, at 3:01 PM, lance bandwutilities.com <lance@bandwutilities.com> wrote:

> Omer/Nick, We request a weather recovery day for today 12/4/18.
>
> Thank You,
> LH
>
> ---
>
> **From:** lance bandwutilities.com
> **Sent:** Monday, December 3, 2018 6:47:09 AM
> **To:** Omer R Eacret; NJCHAUVIN@co.escambia.fl.us
> **Cc:** bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com
> **Subject:** Re: Carver Park - Weather Day Request
>
> Omer/Nick, We request a weather day for today 12/3/18.
>
> Thanks,
> LH
>
> Sent from my iPhone
>
> On Nov 15, 2018, at 6:30 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:
>
> > Omer/Nick, we request a weather recovery day for today 11/15/18.
> >
> > Thanks
> > LH
> >
> > Sent from my iPhone
> >
> > On Nov 14, 2018, at 6:36 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:
> >
> > > Omer/Nick, we request a rain day for today 11/14/18.
> > >
> > > Thanks,
> > > LH
> > >
> > > Sent from my iPhone
> > >
> > > On Nov 13, 2018, at 6:02 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:
> > >
> > > > Omer/Nick, we request a rain day for today 11/13/18.
> > > >
> > > > Thanks

Nick Chauvin

From: jhebb bandwutilities.com <jhebb@bandwutilities.com>
Sent: Tuesday, November 27, 2018 7:51 AM
To: Omer R Eacret; Nick Chauvin
Cc: lance bandwutilities.com; Eric Patrick; Brandon Vaughn
Subject: Carver Park- Weather Day Request

Omer/Nick,

B&W Utilities, Inc. request a rain day for Monday 11/26/18.

Thank you,

Jeremy A. Hebb
B&W Utilities, Inc.
Jhebb@bandwutilities.com
(850) 777-8274

Nick Chauvin

From: lance bandwutilities.com <lance@bandwutilities.com>
Sent: Monday, November 12, 2018 6:33 AM
To: Omer R Eacret; Nick Chauvin
Cc: bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com
Subject: Re: Carver Park - Weather Day Request

Omer/Nick, we request a rain day for today 11/12/18.

Thanks,
LH

Sent from my iPhone

On Nov 6, 2018, at 4:25 PM, lance bandwutilities.com <lance@bandwutilities.com> wrote:

> Omer/Nick. We request a weather day for today 11/6/18.
>
> Thank you,
> LH
>
> Sent from my iPhone
>
> On Nov 2, 2018, at 7:06 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:
>
> > Omer/Nick,
> >
> > B&W Utilities Inc. request a rain day for 11/1/18 and a recovery day for 11/2/18.
> >
> > Thank You,
> > LH
> >
> > ---
> >
> > **From:** lance bandwutilities.com
> > **Sent:** Friday, October 26, 2018 9:30:04 AM
> > **To:** Omer R Eacret; NJCHAUVIN@co.escambia.fl.us
> > **Cc:** bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com
> > **Subject:** Carver Park - Weather Day Request
> >
> > Omer/Nick,
> >
> > B&W Utilities respectfully request a rain day for yesterday 10/25/18 as well as a recovery day for today 10/26/18.
> >
> > Please let me know if you need any additional information.
> >
> > Thanks,
> > Lance Holland
> > B&W Utilities Inc.

PURCHASE ORDER NO. 181426

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
420661
B & W UTILITIES INC
1610 SUCCESS DR
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 08/23/18	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 18001617	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTRACT PD 17-18.048	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 17-18.-48 CARVER PARK DRAINAGE IMPROVEMENTS PROJECT, BCC APPROVAL 08/16/2018	1291129.4800	1,291,129.48

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210107 56301	1,291,129.48	13EN2395

PAGE TOTAL $	1,291,129.48
TOTAL $	1,291,129.48

APPROVED BY _____

TAX ID 35 8013888011C 3
FED ID 59 6000 598

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and B&W Utilities, Inc. per the terms and conditions of PD 17-18.048, Carver Park Drainage Improvements Project, in the amount of $1,291,129.48.

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 13EN2395 and Project Number 14EN2605]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

17. Recommendation: That the Board take the following action regarding the purchase of one 2018 Ford Mini-Bus with A.D.A. option:

A. Authorize the County to utilize the Florida Department of Transportation (FDOT) Contract #TRIPS-15-MB-CB, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for the purchase of one 2018 Ford Mini-Bus with A.D.A. option for the Mass Transit Services Department of Escambia County, Florida, to Creative Bus Sales, Inc., in the amount of $71,770, according to the specifications outlined in Specification Number VE 17-18.022.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for thirty days. The original quote was the only bid received.

[Funding: Fund 320, Comm Svcs Administration; Cost Center 211230, 2013 FTA 5339 FL 34-0021; Object Code 56401, Machinery and Equipment]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	420661	Vendor Name:	B&W Utilities Inc.		
Project Number:	13EN2395	P.O. Number:	181426	C.O. Number	2
Department:	Engineering Department/Construction Mgmt	P.D. Number:	17-18.048	Date:	03/06/19

Notes for Modifying the Scope of Award:

RFF requesting a change order in the amount of $34,913.41 to B&W Utilities, Inc. to do a full reconstruction of the roadway on a section of Washington Street in lieu of milling and resurfacing due to the depth of the proposed adjacent stormwater pipe. The proposed pipe is 8' deep and is close to the roadway. As the contractors dig to install the pipe, they are losing portions of the roadway. Also, additional quantities for waterline work was required due to the proposed water line being in conflict with the proposed stormwater pipe on Webb St. The current contract amount is $1,359,907.59. With this change order, the new contract amount will be $1,394,821.00. A time extension of 6 additional days for weather days incurred from 1/23/2019 thru 2/19/2019 is also required with this change order. The original current completion date is 9/20/2019. With this change order, the new contract completion date will be 9/26/2019. Change Order work was pre-approved on 1/24/2019 & 2/4/2019. See attached documents for justification.
CIP: Carver Park

		Quantity Adjustment:		Amount:	
Adding Dollars to Line Item No:	1			$	34,913.41
Deleting Dollars from Line Item No:	-			$	-

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)	
Previous Purchase Order Total Dollars:	$ 1,359,907.59
Net Dollars added or subtracted:	$ 34,913.41
New Purchase Order Total Dollars:	$ 1,394,821.00
Previous Contract Total Dollars:	$ 1,359,907.59
Net Dollars added or subtracted:	$ 34,913.41
New Contract Total Dollars:	$ 1,394,821.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	13EN2523	$ 34,913.41	$ 1,394,821.00

☐ 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 writ[illegible] Digitally signed by Robin Lambert DN: cn=Robin Lambert, o=PublicWorks, ou=BOCC, [illegible]@myescambia.com, c=US Date: 2019.03.06 08:53:46 -06'00' ding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have [illegible] contract amount.

Request Prepared By: _____ Date: _____

Contract Administrator's Certification & Approval: _____ Date: _____

Department Director: _____ Date: _____

F0020 (Revised 1/31/2008)

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: East Carver Park Area Drainage Improvements
Project ID: ENG1832
Location: District 5
Project Manager: Nick Chauvin
Date: 2/26/2019

Digitally signed by Nicolas Chauvin
DN: cn=Nicolas Chauvin, o=Public Works, ou=Engineering Division, email=Nick_Chauvin@myescambia.com, c=US
Date: 2019.02.27 13:35:41 -06'00'

Scott R. Sanders
cn=Scott R. Sanders, o=Public Works, ou=Engineering, email=scott_sanders@myescambia.com, c=US
2019.02.28 09:03:09 -06'00'

This section to be completed by Project Managers:

Signature Approval, Division Chief

DESCRIPTION OF REQUEST

RFF requesting a change order in the amount of $34,913.41 to B&W Utilities, Inc. to do a full reconstruction of the roadway on a section of Washington Street in lieu of milling and resurfacing due to the depth of the proposed adjacent stormwater pipe. The proposed pipe is 8' deep and is close to the roadway. As the contractors dig to install the pipe, they are losing portions of the roadway. Also, additional quantities for waterline work was required due to the proposed water line being in conflict with the proposed stormwater pipe on Webb St. The current contract amount is $1,359,907.59. With this change order, the new contract amount will be $1,394,821.00. A time extension of 6 additional days for weather days incurred from 1/23/2019 thru 2/19/2019 is also required with this change order. The current contract completion date is 9/20/2019. With this change order, the new contract completion date will be 9/26/2019. Change Order work was pre-approved on 1/24/2019 & 2/4/2019. See attached documents for justification.

7 page (s).
RFF/NTP Start Date 9/20/2019 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 6 calendar days.
9/26/2019 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO# 2				
Contract PD 17-18.048	Contractor	B&W Utilities, Inc.		$ 34,913.41
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD	Consultant			
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	Contractor			
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
New Balance of CIP Project			$ -	$ (34,913.41)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer $

County Engineer Signature | Transferred by | Transfer Date

Posted to Expedition
Date:

CONSTRUCTION CHANGE ORDER

Change Order Number 2 Contractor Number PD 17-18.048

Date: 2-26-2019 Dated 2-26-2019

To: Nick Chauvin

Robin Lambert

Project Name: East Carver Park Area Drainage Improvements

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

Change order request in the amount of $34,919.41 to do a full reconstruction of the roadway on a section of Washington Street in lieu of milling and resurfacing due to the depth of the proposed adjacent stormwater pipe. The proposed pipe is 8' deep and is close to the roadway. As we dig to install the pipe, we are losing portions of the roadway. Also, requesting additional quantities for addditional waterline work required due to the proposed water line being in conflict with the proposed stormwater pipe on Webb St. Additionally, we are requesting a time extension of 6 additional days for weather days incurred from 1/23/2019 thru 2/19/2019.

	Dollars	Time in Calendar Days
Original Contract Amount	$ 1,291,129.48	365 Days
Sum of Previous Changes	$ 68,778.11	24 Days
This Change Order	$ 34,913.41	6 Days
Adjusted Agreement Amount	$ 1,394,821.00	395 Days

This contract substantial completion date will be increased/decreased by 6 calendar days due to the Change Order. The new contract substantial completion date is 8-27-2019. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

■ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: February 26, , 2019

By: _____
Contractor

By: _____
Engineer

By: _____
Digitally signed by Nicolas Chauvin
DN: cn=Nicolas Chauvin, o=Public Works, ou=Engineering Division, email=Nick_Chauvin@myescambia.com, c=US
Date: 2019.02.27 13:36:06 -06'00'
Owner

Change Order #2				B & W Utilities Inc		
Bid Item Number	**Bid Item Description**	**Quantity**	**Units**	**Unit Price**	**Extension**	
Deductions						
CO2-14	Mill Existing Asphalt, 1.5"-3" Thickness, over 1500sy	-298	SY	$1.55	-$461.90	**Pre-Approved on 1/24/2019**
				Subtotal	-$461.90	
Additions						
CO2-13	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	87	SY	$10.06	$875.22	**Pre-Approved on 1/24/2019**
CO2-15	Lateral pavement patch as per County Detail (6" GAB)	14	SY	$82.00	$1,148.00	**Pre-Approved on 2/4/2019**
CO2-16	Remove Existing Asphalt	298	SY	$7.65	$2,279.70	**Pre-Approved on 1/24/2019**
CO2-17	Saw cut Existing Asphalt	376	LF	$0.95	$357.20	**Pre-Approved on 1/24/2019**
CO2-18	12" Stabilized Subgrade, County Spec 2300, over 1000sy	385	SY	$3.11	$1,197.35	**Pre-Approved on 1/24/2019**
CO2-19	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	385	SY	$18.50	$7,122.50	**Pre-Approved on 1/24/2019**
CO2-20	1' Ribbon Curb, Per County Detail	339	LF	$12.60	$4,271.40	**Pre-Approved on 1/24/2019**
CO2-23	Remove Existing Concrete	87	SY	$8.50	$739.50	**Pre-Approved on 1/24/2019**
CO2-24	Remove Existing Curb	339	LF	$7.00	$2,373.00	**Pre-Approved on 2/4/2019**
CO2-66	6" PVC Waterline	112	LF	$14.37	$1,609.44	**Pre-Approved on 2/4/2019**
CO2-71	6" x 6" x 6" Tee Fitting	2	EA	$460.00	$920.00	**Pre-Approved on 2/4/2019**
CO2-74	6" Gate Valve w/ Box	6	EA	$885.00	$5,310.00	**Pre-Approved on 2/4/2019**
CO2-84	Relocate Fire Hydrant	2	EA	$1,150.00	$2,300.00	**Pre-Approved on 2/4/2019**
CO2-85	14" Steel Casing	60	LF	$56.00	$3,360.00	**Pre-Approved on 2/4/2019**
CO2-91	4' Chain Link Fence	120	LF	$12.60	$1,512.00	**Pre-Approved on 2/4/2019**
				Subtotal	$35,375.31	
				Change Order #2 Total	**$34,913.41**	
				Total Contract Amount Including Change Order #1 & #2	$1,394,821.00	
				Accumulative Increase	7%	

Nick Chauvin

From: Scott R. Sanders
Sent: Monday, February 04, 2019 7:11 AM
To: Nick Chauvin
Cc: Robin F. Lambert
Subject: RE: Carver Park - Request for Pre-Approval on Change Order Items
Attachments: CO2_Backup_1-31-19.pdf; CO2_Preapproval Email_1-24-19.pdf

Highlighted areas are pre-approved per our conversation.

Scott R. Sanders, P.E.

Escambia County Engineering
3363 West Park Place | Pensacola, FL 32505
Office: 850.595.1625
Cell: 850-516-2855

From: Nick Chauvin <NJCHAUVIN@co.escambia.fl.us>
Sent: Thursday, January 31, 2019 1:32 PM
To: Scott R. Sanders <SRSANDERS@myescambia.com>
Cc: Robin F. Lambert <RFLAMBER@myescambia.com>
Subject: Carver Park - Request for Pre-Approval on Change Order Items

Scott,

As we discussed in our meeting, I am requesting pre-approval for the highlighted items in the attached spreadsheet. You pre-approved the other line items on 1/24/2019 **(see attached email).**

Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners – Engineering Department – Construction Management Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

Nick Chauvin

From: Scott R. Sanders
Sent: Thursday, January 24, 2019 8:34 AM
To: Nick Chauvin
Cc: Robin F. Lambert
Subject: RE: Carver Park - Request for Pre-Approval for Change Order items

Per our conversations, please begin processing the Change Order. This is pre-approved.

Scott R. Sanders, P.E.

Escambia County Engineering
3363 West Park Place | Pensacola, FL 32505
Office: 850.595.1625
Cell: 850-516-2855

From: Nick Chauvin <NJCHAUVIN@co.escambia.fl.us>
Sent: Thursday, January 24, 2019 8:28 AM
To: Scott R. Sanders <SRSANDERS@myescambia.com>
Cc: Robin F. Lambert <RFLAMBER@myescambia.com>
Subject: FW: Carver Park - Request for Pre-Approval for Change Order items

Scott,

Have you had a chance to look at this yet?

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners – Engineering Department – Construction Management Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

From: Nick Chauvin
Sent: Wednesday, January 16, 2019 2:23 PM
To: Scott R. Sanders <SRSANDERS@myescambia.com>
Cc: Robin F. Lambert <RFLAMBER@myescambia.com>
Subject: Carver Park - Request for Pre-Approval for Change Order items

Scott,

I am requesting preapproval for the line items shown in the attached spreadsheet. Basically, the roadway area highlighted in the attached plan will require a full reconstruction in lieu of milling and resurfacing due the depth of the

proposed adjacent stormwater pipe. The proposed pipe is 8’ deep and is close the roadway. As the contractors are digging to install the pipe, they are losing portions of the roadway.

If you pre-approve these items, I will process them as change order #2 at a later date. If you remember, you just signed the change order #1 work last week and it is currently processing.

Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

Nick Chauvin

From: lance bandwutilities.com <lance@bandwutilities.com>
Sent: Tuesday, February 19, 2019 9:49 AM
To: Omer R Eacret; Nick Chauvin
Cc: bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com; office bandwutilities.com
Subject: Re: Carver Park - Weather Day Request

Omer/Nick, We request a weather day for today 2/19/19.

Thanks,
LH

From: lance bandwutilities.com
Sent: Monday, February 18, 2019 1:19 PM
To: Omer R Eacret; NJCHAUVIN@co.escambia.fl.us
Cc: bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com; office bandwutilities.com
Subject: Re: Carver Park - Weather Day Request

Omer/Nick, We request a weather day for today 2/18/19.

Thanks,
LH

From: lance bandwutilities.com
Sent: Tuesday, February 12, 2019 11:15:19 AM
To: Omer R Eacret; NJCHAUVIN@co.escambia.fl.us
Cc: bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com; office bandwutilities.com
Subject: Re: Carver Park - Weather Day Request

Omer/Nick, We request a weather day for today 2/12/19.

Thanks,
LH

Sent from my iPhone

On Jan 29, 2019, at 12:37 PM, lance bandwutilities.com <lance@bandwutilities.com> wrote:

> Omer/Nick, We request a weather day for today 1/29/19.
>
> Thanks,
> LH

> **From:** lance bandwutilities.com
> **Sent:** Friday, January 4, 2019 8:41:35 AM
> **To:** Omer R Eacret; NJCHAUVIN@co.escambia.fl.us

Nick Chauvin

From: office bandwutilities.com <office@bandwutilities.com>
Sent: Wednesday, January 23, 2019 10:00 AM
To: Omer R Eacret
Cc: Nick Chauvin; lance bandwutilities.com
Subject: Carver Park Rain day

Omer/Nick, We request a weather day for Today and a recovery day for tomorrow 1/23 & 1/24/19

Teia Grantham
Office Manager
B&W Utilities Inc
1610 Success Dr
Cantonment, FL 32533
Ph: 850-968-0057

PURCHASE ORDER NO. 181426-1
CHANGE DATE: 01/17/19

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
420661
B & W UTILITIES INC
1610 SUCCESS DR
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 08/23/18	BUYER: PURCHASING MANAGER	REQ. NO.: 18001617	REQ. DATE: 08/23/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			RFF requesting a change order in the amount of $68,778. 11 to B&W Utilities, Inc. to (1) Remove and replace additional asphalt roadway, base, and curbing necessary to install a proposed 60" stormwater pipe 15' deep under the roadway, (2) Up-size a 18" pipe to a 24" pipe and a 24" pipe to a 36" pipe to receive additional stormwater coming off of Hwy 297, (3) Modify structures and pipe required to change the alignment of the pipes running through the park to decrease impact to the existing heritage oaks, (4) Install a swale throughthe park to channel stormwater to the new conveyance system, (5) Install a berm aroundthe southside of the pond top to help channel stormwater to the outfall ditch, (6) Install a 6" concrete weir wall within Structure S-65 to and a concrete flume with a splash pad and rip rap in the pond to prevent erosion and backflow from the outfall ditch, and (7) Cover cost for additional liability insurance premium required to meet minimum insurance requirements specified by IP. The original contract amount is$1,291,129.48. With this change order, the new contract amount will be $1,359,907.59. A time extension of 24 additional days for weather days incurred from 10/25/2018 thru 1/4/2019 is also required with this change order. The original contract completion date is 8/27/2019. With this change order, the new contract completion date will be 9/20/2019. Seeattached documents for justification.		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
			CIP - East	
				TOTAL $

APPROVED BY Amy Lovoy 1/24/19 BR

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. 181426-1

CHANGE DATE: 01/17/19

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
420661
B & W UTILITIES INC
1610 SUCCESS DR
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 08/23/18	BUYER: PURCHASING MANAGER	REQ. NO.: 18001617	REQ. DATE: 08/23/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			Carver Park Area Drainage Improvement Original Contract Amount $1,291,129.48 This Change Order $68,778.11 New Contract Amount $1,359,907.59		
01	.00	LOT	CONTRACT PD 17-18.-48 CARVER PARK DRAINAGE IMPROVEMENTS PROJECT, BCC APPROVAL 08/16/2018	68778.1100	68,778.11

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	68,778.11	13EN2395

PAGE TOTAL $	68,778.11
TOTAL $	68,778.11

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:	420661	Vendor Name:	B&W Utilities Inc.		
Project Number:	13EN2395	P.O. Number:	181426	C.O. Number	1
Department:	Engineering Department/Construction Mgmt	P.D. Number:	17-18.048	Date:	01/17/19

Notes for Modifying the Scope of Award:

RFF requesting a change order in the amount of $68,778.11 to B&W Utilities, Inc. to (1) Remove and replace additional asphalt roadway, base, and curbing necessary to install a proposed 60" stormwater pipe 15' deep under the roadway, (2) Up-size a 18" pipe to a 24" pipe and a 24" pipe to a 36" pipe to receive additional stormwater coming off of Hwy 297, (3) Modify structures and pipe required to change the alignment of the pipes running through the park to decrease impact to the existing heritage oaks, (4) Install a swale through the park to channel stormwater to the new conveyance system, (5) Install a berm around the southside of the pond top to help channel stormwater to the outfall ditch, (6) Install a 6" concrete weir wall within Structure S-65 to and a concrete flume with a splash pad and rip rap in the pond to prevent erosion and backflow from the outfall ditch, and (7) Cover cost for additional liability insurance premium required to meet minimum insurance requirements specified by IP. The original contract amount is $1,291,129.48. With this change order, the new contract amount will be $1,359,907.59. A time extension of 24 additional days for weather days incurred from 10/25/2018 thru 1/4/2019 is also required with this change order. The original contract completion date is 8/27/2019. With this change order, the new contract completion date will be 9/20/2019. See attached documents for justification. CIP: East Carver Park Area Drainage Improvements

Adding Dollars to Line Item No:	1	Quantity Adjustment:		Amount:	$ 68,778.11
Deleting Dollars from Line Item No:	-	Adjustment:		Amount:	$ -

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)

Previous Purchase Order Total Dollars:	$ 1,291,129.48
Net Dollars added or subtracted:	$ 68,778.11
New Purchase Order Total Dollars:	$ 1,359,907.59

Previous Contract Total Dollars:	$ 1,291,129.48
Net Dollars added or subtracted:	$ 68,788.11
New Contract Total Dollars:	$ 1,359,917.59

Modifying Cost Centers, Object Code / Accounts and Project Numbers:				
Cost Center:	Object Code:	Project Number:	+/- Change	Dollar Amount
210107	56301	13EN2523	$ 68,778.11	$ 1,359,907.59

☐ 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 increased to the new contract amount.

Request Prepared By: Robin Lambert Digitally signed by Robin Lambert DN: cn=Robin Lambert, o=BOCC, ou=BOCC, email=rlambert@myescamba.com, c=US Date: 2019.01.17 09:27:58 -06'00' Date:

Contract Administrator's Certification & Approval: Date:

Department Director: Jay Jones Digitally signed by Jay Jones DN: cn=Jay Jones, o=BOCC, ou=Public Works, email=djones@myescamba.com, c=US Date: 2019.01.17 11:26:29 -06'00' Date:

F0020 (Revised 1/31/2008)

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: East Carver Park Area Drainage Improvements
Project ID: ENG1832
Location: District 5
Project Manager: Nick Chauvin
Date: 1/8/2019

Digitally signed by Nicolas Chauvin
DN: cn=Nicolas Chauvin, o=Public Works, ou=Engineering Division, email=Nick.Chauvin@myescambia.com, c=US
Date: 2019.01.08 14:42:18 -06'00'

Scott R. Sanders
cn=Scott R. Sanders, o=Public Works, ou=Engineering, email=scott_sanders@myescambia.com, c=US
2019.01.09 10:51:06 -06'00'

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

RFF requesting a change order in the amount of $68,778.11 to B&W Utilities, Inc. to (1) Remove and replace additional asphalt roadway, base, and curbing necessary to install a proposed 60" stormwater pipe 15' deep under the roadway (2) Up-size a 18" pipe to a 24" pipe and a 24" pipe to a 36" pipe to receive additional stormwater coming off of Hwy 297. (3) Modify structures and pipe required to change the alignment of the pipes running through the park to decrease impact to the existing heritage oaks. (4) Install a swale through the park to channel stormwater to the new conveyance system. (5) Install a berm around the southside of the pond top to help channel stormwater to the outfall ditch. (6) Install a 6" concrete weir wall within Structure S-65 to and a concrete flume with a splash pad and rip rap in the pond to prevent erosion and backflow from the outfall ditch. (7) Cover cost for additional liability insurance premium required to meet minimum insurance requirements specified by IP. The original contract amount is $1,291,129.48. With this change order, the new contract amount will be $1,359,907.59. A time extension of 24 additional days for weather days incurred from 10/25/2018 thru 1/4/2019 is also required with this change order. The original contract completion date is 8/27/2019. With this change order, the new contract completion date will be 9/20/2019. See attached documents for justification.

8 page (s).
RFF/NTP Start Date 8/27/2019 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 24 calendar days.
9/20/2019 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO# 1				
Contract PD 17-18.048	Contractor	B&W Utilities, Inc.		$ 68,778.11
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD	Consultant			
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	Contractor			
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
New Balance of CIP Project			$ -	$ (68,778.11)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer

County Engineer Signature | Transferred by | Transfer Date

Posted to Expedition
Date:

CONSTRUCTION CHANGE ORDER

Change Order Number 1 Contractor Number PD 17-18.048

Date: 1-8-2019 Dated 1-8-2019

To: Nick Chauvin

Robin Lambert

Project Name: East Carver Park Area Drainage Improvements

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

Change Order Order request in the amount of $68,778.11 to (1) Remove and replace additional asphalt roadway, base, and curbing necessary to install a proposed 60" stormwater pipe 15' deep under the roadway. (2) Up-size a 18" pipe to a 24" pipe and a 24" pipe to a 36" pipe to receive additional stormwater coming off of Hwy 297. (3) Modify structures and pipe required to change the alignment of the pipes running through the park to decrease impact to the existing heritage oaks. (4) Install a swale through the park to channel stormwater to the new conveyance system. (5) Install a berm around the southside of the pond top to help channel stormwater to the outfall ditch. (6) Install a 6" concrete weir wall within Structure S-65 to and a concrete flume with a splash pad and rip rap in the pond to prevent erosion and backflow from the outfall ditch. (7) Cover cost for additional liability insurance premium required to meet minimum insurance requirements specified by IP. (8) Time Extension of 24 additional days for weather days incurred.

	Dollars	Time in Calendar Days
Original Contract Amount	$1,291,129.48	365 Days
Sum of Previous Changes	$ 0.00	0 Days
This Change Order	$ 68,778.11	24 Days
Adjusted Agreement Amount	$1,359,907.59	389 Days

This contract substantial completion date will be increased/decreased by 24 calendar days due to the Change Order. The new contract substantial completion date is 8-21-2019. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

■ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: January 8, , 2019

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

Change Order #1				B & W Utilities Inc	
Bid Item Number	Bid Item Description	Quantity	Units	Unit Price	Extension
Deductions					
CO1-14	Mill Existing Asphalt, 1.5"-3" Thickness, over 1500sy	-567	SY	$1.55	-$878.85
CO1-15	Lateral pavement patch as per County Detail (6" GAB)	-45	SY	$82.00	-$3,690.00
CO1-54	48" HPPP DW Pipe	-45	LF	$117.00	-$5,265.00
CO1-56	18" RCP Pipe	-256	LF	$46.90	-$12,006.40
				Subtotal	-$21,840.25
Additions					
CO1-13	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	45	SY	$10.06	$452.70
CO1-16	Remove Existing Asphalt	567	SY	$7.65	$4,337.55
CO1-17	Saw cut Existing Asphalt	179	LF	$0.95	$170.05
CO1-18	12" Stabilized Subgrade, County Spec 2300, over 1000sy	612	SY	$3.11	$1,903.32
CO1-19	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	612	SY	$18.50	$11,322.00
CO1-20	1' Ribbon Curb, Per County Detail	305	LF	$12.60	$3,843.00
CO1-24	Remove Existing Curb	305	LF	$7.00	$2,135.00
CO1-53	42" HDPE DW Pipe	32	LF	$83.40	$2,668.80
CO1-57	24" RCP Pipe	146	LF	$54.54	$7,962.84
CO1-58	30" RCP Pipe	110	LF	$80.50	$8,855.00
CO1-86	Centipede Sod, Staked	1300	SY	$2.36	$3,068.00
97	Clear, Grade,and Stabilize Area Around Pond Outfall Mitered End Section *(Structure S-67)*	1	LS	$1,980.00	$1,980.00
98	Construct 6" Thick Concrete Weir Wall In Structure S-65 @ Elev. 136.00	1	LS	$4,950.00	$4,950.00
99	Construct 10' Wide Concrete Flume with Splash Pad and Rip Rap at Pond Bottom	1	LS	$15,565.00	$15,565.00
100	Construct Berm Around Southside of Pond Top from Structure S-62 to Existing IP Ditch	1	LS	$7,071.00	$7,071.00
101	Construct Swale Through Park	1	LS	$4,141.50	$4,141.50
102	Field Modify Structure S-41	1	LS	$5,775.00	$5,775.00
103	Additional Liability Insurance Premium *(Required To Meet Minimum Insurance Requirements Specified in IP Easement Agreement)*	1	LS	$4,417.60	$4,417.60
				Subtotal	$90,618.36

Change Order #1 Total **$68,778.11**

Total Contract Amount Including Change Order #1 $1,359,907.59

Accumulative Increase 5%

Sihle
INSURANCE GROUP

1700 West Main St. Suite 300 •Pensacola , FL 32502 • (850) 332-5458 • Fax (850) 607-2060 • info@sihle.com • www.sihle.com

B&W Utilities Inc.
1610 Success Drive
Cantonment, FL 32533-5103

11/2/2018

RE: Policy Endorsement: Commercial Umbrella
Carrier: BITCO Insurance Companies
Policy # CUP2812305, UM-S
Policy Term: 6/22/2018 to 6/22/2019

Teia,

Enclosed please find an endorsement to the above policy, which makes the following change(s):

Endorsement #001 amends this policy by adding Specific Job (Carver Park) $4,000,000 Limit, effective 10/19/18. **This endorsement generated an additional premium of $4,016.00.** The billing will be handled directly by the Carrier.

Please review the enclosed endorsement and if you should have any questions, please do not hesitate to call.

Sincerely,

Sihle Insurance Group, Inc.

Stacy Pannunzio

Stacy Pannunzio
Assistant Account Manager
SPannunzio@Sihle.com - (850) 361-4215

Nick Chauvin

From: White, Steven D <Steven.White@mottmac.com>
Sent: Thursday, January 03, 2019 1:21 PM
To: Nick Chauvin
Subject: East Carver Area Drainage Improvements

Nick,

As we discussed yesterday, during construction it was noted that stormwater runoff from the swale along the railroad track into which the stormwater pond discharges is actually backfeeding into the pond. This condition appears to be the result of that fact that in order to maintain peak water surface elevations in the pond below the planned pond top the elevation of the discharge pipe from the pond had to be set very near the bottom elevation of the swale. This condition coupled with the very flat slope of the ditch results in runoff within the ditch line rapidly rising to an elevation where the backfeed is occurring.

As per our discussion in the field, one option to prevent this is to install a backflow prevention device such as a a Tideflex or Checkmate Inline check valve. This option would prevent backflow into the stormwater pond regardless of the elevation of flows within the swale. However, these types of valves can become a maintenance issue for the County and as discussed I have reviewed the model to determine if other options existed.

It is possible to install a 6" thick weir wall within structure S-65 with the top of the wall set at an elevation of 136.00. However, this only provides an additional 9" of protection against backflow. Therefore, in addition to the weir wall installation a concrete flume with a splash pad from the MES in the pond down to pond bottom and rip rap is recommended to armor the pond embankment to prevent erosion in the event that backflow occurs even after installation of the weir.

Should you have any questions, or if I can be of any assistance, please do not hesitate to call.

Best Regards,

Steven D. White, PE
Sr. Project Engineer

D +1 (850) 602 9780 T +1 (850) 484 6011 C +1 (850) 698 0842
F +1 (850) 484 8199
steven.white@mottmac.com

Mott MacDonald
220 West Garden Street
Suite 700
Pensacola FL 32502
United States of America

Website | Twitter | LinkedIn | Facebook | YouTube

Nick Chauvin

From: lance bandwutilities.com <lance@bandwutilities.com>
Sent: Friday, January 04, 2019 8:42 AM
To: Omer R Eacret; Nick Chauvin
Cc: bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com
Subject: Re: Carver Park - Weather Day Request

Omer/Nick, We request the following weather days.
12/30/18
12/31/18
1/1/19
1/2/19
1/3/19
1/4/19

Thanks,
LH

From: lance bandwutilities.com
Sent: Friday, December 28, 2018 5:23:10 PM
To: Omer R Eacret; NJCHAUVIN@co.escambia.fl.us
Cc: bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com
Subject: Re: Carver Park - Weather Day Request

Omer/Nick, we request a weather day for today and yesterday. 12/28/18 & 12/29/18.

Thanks,
LH

Sent from my iPhone

On Dec 21, 2018, at 6:46 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:

> Omer/Nick,
>
> We request a weather day for yesterday 12/21/18 & today 12/22/18.
>
> Thanks,
> LH
>
> ---
>
> **From:** lance bandwutilities.com
> **Sent:** Friday, December 14, 2018 6:40:56 AM
> **To:** Omer R Eacret; NJCHAUVIN@co.escambia.fl.us
> **Cc:** bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com
> **Subject:** Re: Carver Park - Weather Day Request
>
> Omer/Nick, We request a weather day for yesterday and today 12/13 & 12/14.

Thanks
LH

Sent from my iPhone

On Dec 4, 2018, at 3:01 PM, lance bandwutilities.com <lance@bandwutilities.com> wrote:

> Omer/Nick, We request a weather recovery day for today 12/4/18.
>
> Thank You,
> LH
>
> ---
>
> **From:** lance bandwutilities.com
> **Sent:** Monday, December 3, 2018 6:47:09 AM
> **To:** Omer R Eacret; NJCHAUVIN@co.escambia.fl.us
> **Cc:** bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com
> **Subject:** Re: Carver Park - Weather Day Request
>
> Omer/Nick, We request a weather day for today 12/3/18.
>
> Thanks,
> LH
>
> Sent from my iPhone
>
> On Nov 15, 2018, at 6:30 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:
>
> > Omer/Nick, we request a weather recovery day for today 11/15/18.
> >
> > Thanks
> > LH
> >
> > Sent from my iPhone
> >
> > On Nov 14, 2018, at 6:36 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:
> >
> > > Omer/Nick, we request a rain day for today 11/14/18.
> > >
> > > Thanks,
> > > LH
> > >
> > > Sent from my iPhone
> > >
> > > On Nov 13, 2018, at 6:02 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:
> > >
> > > > Omer/Nick, we request a rain day for today 11/13/18.
> > > >
> > > > Thanks

Nick Chauvin

From: jhebb bandwutilities.com <jhebb@bandwutilities.com>
Sent: Tuesday, November 27, 2018 7:51 AM
To: Omer R Eacret; Nick Chauvin
Cc: lance bandwutilities.com; Eric Patrick; Brandon Vaughn
Subject: Carver Park- Weather Day Request

Omer/Nick,

B&W Utilities, Inc. request a rain day for Monday 11/26/18.

Thank you,

Jeremy A. Hebb
B&W Utilities, Inc.
Jhebb@bandwutilities.com
(850) 777-8274

Nick Chauvin

From: lance bandwutilities.com <lance@bandwutilities.com>
Sent: Monday, November 12, 2018 6:33 AM
To: Omer R Eacret; Nick Chauvin
Cc: bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com
Subject: Re: Carver Park - Weather Day Request

Omer/Nick, we request a rain day for today 11/12/18.

Thanks,
LH

Sent from my iPhone

On Nov 6, 2018, at 4:25 PM, lance bandwutilities.com <lance@bandwutilities.com> wrote:

> Omer/Nick. We request a weather day for today 11/6/18.
>
> Thank you,
> LH
>
> Sent from my iPhone
>
> On Nov 2, 2018, at 7:06 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:
>
> > Omer/Nick,
> >
> > B&W Utilities Inc. request a rain day for 11/1/18 and a recovery day for 11/2/18.
> >
> > Thank You,
> > LH
> >
> > ---
> >
> > **From:** lance bandwutilities.com
> > **Sent:** Friday, October 26, 2018 9:30:04 AM
> > **To:** Omer R Eacret; NJCHAUVIN@co.escambia.fl.us
> > **Cc:** bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com
> > **Subject:** Carver Park - Weather Day Request
> >
> > Omer/Nick,
> >
> > B&W Utilities respectfully request a rain day for yesterday 10/25/18 as well as a recovery day for today 10/26/18.
> >
> > Please let me know if you need any additional information.
> >
> > Thanks,
> > Lance Holland
> > B&W Utilities Inc.

PURCHASE ORDER NO. 181426

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
420661
B & W UTILITIES INC
1610 SUCCESS DR
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 08/23/18	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 18001617	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTRACT PD 17-18.048	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 17-18.-48 CARVER PARK DRAINAGE IMPROVEMENTS PROJECT, BCC APPROVAL 08/16/2018	1291129.4800	1,291,129.48

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210107 56301	1,291,129.48	13EN2395

PAGE TOTAL $	1,291,129.48
TOTAL $	1,291,129.48

APPROVED BY Richard Boone

TAX ID 35 8013888011C 3
FED ID 59 6000 598

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and B&W Utilities, Inc. per the terms and conditions of PD 17-18.048, Carver Park Drainage Improvements Project, in the amount of $1,291,129.48.

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project Number 13EN2395 and Project Number 14EN2605]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

17. Recommendation: That the Board take the following action regarding the purchase of one 2018 Ford Mini-Bus with A.D.A. option:

A. Authorize the County to utilize the Florida Department of Transportation (FDOT) Contract #TRIPS-15-MB-CB, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for the purchase of one 2018 Ford Mini-Bus with A.D.A. option for the Mass Transit Services Department of Escambia County, Florida, to Creative Bus Sales, Inc., in the amount of $71,770, according to the specifications outlined in Specification Number VE 17-18.022.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County website for thirty days. The original quote was the only bid received.

[Funding: Fund 320, Comm Svcs Administration; Cost Center 211230, 2013 FTA 5339 FL 34-0021; Object Code 56401, Machinery and Equipment]

Motion: To move Consent Agenda Items 2 through 26, with the exception of Item 22	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

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. 181426-3
CHANGE DATE: 04/11/19

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
420661
B & W UTILITIES INC
1610 SUCCESS DR
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 08/23/18	BUYER: PURCHASING MANAGER	REQ. NO.: 18001617	REQ. DATE: 08/23/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	.00	LOT	CONTRACT PD 17-18.-48 CARVER PARK DRAINAGE IMPROVEMENTS PROJECT, BCC APPROVAL 08/16/2018	48232.6800	48,232.68

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	48,232.68	13EN2395

PAGE TOTAL $	48,232.68
TOTAL $	48,232.68

APPROVED BY Lisa Lovoy 4/19/19

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

PURCHASE ORDER NO. 181426-3
CHANGE DATE: 04/11/19

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
420661
B & W UTILITIES INC
1610 SUCCESS DR
CANTONMENT FL 32533

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505

ATTN: ROBIN LAMBERT

ORDER DATE: 08/23/18	BUYER: PURCHASING MANAGER	REQ. NO.: 18001617	REQ. DATE: 08/23/18
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			BCC Approval 04/04/2019. RFF requesting a change order in the amount of $48,232.68 to B&W Utilities, Inc. to perform additional dewatering on the project. Additional dewatering is required because the contractors original bid on dewatering was based on an old, inapplicable Geotech report which stated that perched groundwater only may be encountered at a depth of 10 or less. The proposed pipe being installed is at a depth of 16 and the contractor is encountering groundwater from the groundwater table, not perched groundwater. The county ordered an additional Geotech report which confirmsthat the contractor is in fact in the groundwater table. The lump sum amount includes the necessary labor and materials required to dewater thesoil in order to install the proposed stormwater pipe. The current contract amount is $1,394,821.00. With this change order, the new contract amount will be $1,443,053.68. A time extension of 4 additional days for weather days incurred from 2/27/2019 thru 3/4/2019 is alsorequired with this change order. The current completion date is 9/26/2019. With this change order, the new contract completion date will be 9/30/2019. See attached documents for justification.		
			Original PO Amount $1,291,129.48 Sum of Previous COS $104,691.52 This Change Order $48,232.68 New PO Amount $1,443,053.68		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

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:	420661	Vendor Name:	B&W Utilities Inc.		
Project Number:	13EN2395	P.O. Number:	181426	C.O. Number	2
Department:	Engineering Department/Construction Mgmt	P.D. Number:	17-18.048	Date:	03/06/19

Notes for Modifying the Scope of Award:

BCC Approval 04/04/2019. RFF requesting a change order in the amount of $48,232.68 to B&W Utilities, Inc. to perform additional dewatering on the project. Additional dewatering is required because the contractors original bid on dewatering was based on an old, inapplicable Geotech report which stated that perched groundwater only may be encountered at a depth of 10' or less. The proposed pipe being installed is at a depth of 16' and the contractor is encountering groundwater from the groundwater table, not perched groundwater. The county ordered an additional Geotech report which confirms that the contractor is in fact in the groundwater table. The lump sum amount includes the necessary labor and materials required to dewater the soil in order to install the proposed stormwater pipe. The current contract amount is $1,394,821.00. With this change order, the new contract amount will be $1,443,053.68. A time extension of 4 additional days for weather days incurred from 2/27/2019 thru 3/4/2019 is also required with this change order. The current completion date is 9/26/2019. With this change order, the new contract completion date will be 9/30/2019. See attached documents for justification. CIP: Carver Park

		Quantity Adjustment:	Amount:
Adding Dollars to Line Item No:	1		$ 48,232.68
Deleting Dollars from Line Item No:	-		$ -

Modify Notes:

Date of BCC action: (ATTACH RESUMÉ)

Previous Purchase Order Total Dollars:	$ 1,394,821.00
Net Dollars added or subtracted:	$ 48,232.68
New Purchase Order Total Dollars:	$ 1,443,053.68

Previous Contract Total Dollars:	$ 1,394,821.00
Net Dollars added or subtracted:	$ 48,232.68
New Contract Total Dollars:	$ 1,443,053.68

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
210107	56301	13EN2523	$ -	$ 1,394,821.00
210107	56301	14EN2605	$ 48,232.68	$ 48,232.68
				$ 1,443,053.68

☐ 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 w... ...ding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds ha... new contract amount.

Digitally signed by Robin Lambert
Date: 2019.04.11 11:46:26 -05'00'

Request Prepared By: _____ Date: _____

Contract Administrator's Certification & Approval: _____ Date: _____

Department Director: BCC Approval 04/04/2019 Date: _____

F0020 (Revised 1/31/2008)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Recommendation: That the Board approve, and authorize the Interim County Administrator to execute, the following Change Order to B&W Utilities, Inc., on Contract PD 17-18.048, for the East Carver Park Drainage Improvement Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$48,232.68
Vendor:	B&W Utilities, Inc.
Project Name:	East Carver Park Drainage Improvement Project
Contract:	PD 17-18.048
PO#:	181426
CO#:	3
Original Contract Award:	$1,291,129.48
Cumulative Amount of Change Orders Through this CO:	$151,924.20
New Contract Amount:	$1,443,053.68

This project is located in Commission District 5.

[Funding Source: Fund 352, Local Options Sales Tax III - Transportation and Drainage, Cost Center 210107, Object Code 56301, Project Number 14EN2605]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 42, with the exception of Items 5, 7, and 31, which were held for separate votes, as amended to drop Item 19.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: East Carver Park Area Drainage Improvements
Project ID: ENG1832
Location: District 5
Project Manager: Nick Chauvin
Date: 3/6/2019

Digitally signed by Nicolas Chauvin
DN: cn=Nicolas Chauvin, o=Public Works, ou=Engineering Division, email=Nick_Chauvin@myescambia.com, c=US
Date: 2019.03.07 10:10:04 -06'00'

Scott R. Sanders
cn=Scott R. Sanders, o=Public Works, ou=Engineering, email=scott_sanders@myescambia.com, c=US
2019.03.07 10:13:45 -06'00'

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

RFF requesting a change order in the amount of $48,232.68 to B&W Utilities, Inc. to perform additional dewatering on the project. Additional dewatering is required because the contractor's original bid on dewatering was based on a 2014 Geotech report which stated that perched groundwater only may be encountered at a depth of 10' or less. The proposed pipe being installed is at a depth of 16' and the contractor is encountering groundwater from the groundwater table, not perched groundwater. The county ordered an additional Geotech report which confirms that the contractor is in fact in the groundwater table. The lump sum amount includes the necessary labor and materials required to dewater the soil in order to install the proposed stormwater pipe. The current contract amount is $1,394,821.00. With this change order, the new contract amount will be $1,443,053.68. A time extension of 4 additional days for weather days incurred from 2/27/2019 thru 3/4/2019 is also required with this change order. The current completion date is 9/26/2019. With this change order, the new contract completion date will be 9/30/2019. Change Order work was pre-approved on 3/6/2019. See attached documents for justification.

6 page (s).
RFF/NTP Start Date 9/26/2019 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 4 calendar days.
9/30/2019 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO# 3				
Contract PD 17-18.048	Contractor	B&W Utilities, Inc.		$ 48,232.68
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD	Consultant			
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	Contractor			
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
New Balance of CIP Project			$ -	$ (48,232.68)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer

County Engineer Signature | Transferred by | Transfer Date

Posted to Expedition
Date:

CONSTRUCTION CHANGE ORDER

Change Order Number 3 Contractor Number PD 17-18.048

Date: 3-6-2019 Dated 3-6-2019

To: Nick Chauvin

Robin Lambert

Project Name: East Carver Park Area Drainage Improvements

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

Change Order request in the amount of $48,232.68 to perform additional dewatering on the project. Additional dewatering is required because our original bid on dewatering was based on an old, inapplicable Geotech report which stated that perched groundwater only may be encountered at a depth of 10' or less. The proposed pipe being installed is at a depth of 16' and we are encountering groundwater from the groundwater table, not perched groundwater. The county ordered an additional Geotech report which confirms that we are in fact encountering the groundwater table. The lump sum amount includes the necessary labor and materials required to dewater the soil in order to install the proposed stormwater pipe. We are also requesting a time extension of 4 additional days for weather days incurred from 2/27/2019 thru 3/4/2019.

	Dollars	Time in Calendar Days
Original Contract Amount	$ 1,291,129.48	365 Days
Sum of Previous Changes	$ 104,691.52	30 Days
This Change Order	$ 48,232.68	4 Days
Adjusted Agreement Amount	$ 1,443,053.68	399 Days

This contract substantial completion date will be increased/decreased by 4 calendar days due to the Change Order. The new contract substantial completion date is 8-31-2019. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

■ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: March 6, , 2019

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

Digitally signed by Nicolas Chauvin
DN: cn=Nicolas Chauvin, o=Public Works, ou=Engineering Division, email=Nick_Chauvin@myescambia.com, c=US
Date: 2019.03.07 10:10:23 -06'00'

Change Order #3				B & W Utilities Inc	
Bid Item Number	**Bid Item Description**	**Quantity**	**Units**	**Unit Price**	**Extension**
Additions					
104	Additional Dewatering, Wellpoint *(Includes Pump Rental, Fuel for Pump, and Well Point System Rental)*	1	LS	$48,232.68	$48,232.68
				Subtotal	$48,232.68
				Change Order #3 Total	**$48,232.68**
				New Contract Amount	$1,443,053.68
				Accumulative Increase	11%

1610 Success Dr. Cantonment, FL 32533
Phone: (850) 968-0057 ~ Fax: (850) 968-5404

DEWATERING PROPOSAL

Project: CARVER PARK AREA DRAINAGE IMPROVEMENTS

Dewatering, Well Point – 1,075 LF

Thompson Pump Rental 6" Pump	
3 Months @ $2,900.00/Month:	$8,700.00
Fuel for Pump	
Pump Burns 2.5 GPH 60 Gallons Per Day @ 90 Days	$14,850.00
Well Point System Rental (United Rental)	
3 Months @ $5,727.56/Month	$17,182.68
Well Point Installation by United Rental	
8 Days @ $800/Day)	$6,400.00
Fuel for Excavator furnished by B&W Utilities for United Rental to Install Well Points (50 Gallons Per day)	$1,100.00
Lump Sum Total	**$48,232.68**

Brandon Vaughn 3/1/19

President

_____ _____

Contractor/ Owner Sign Upon Approval *Date*

Nick Chauvin

From: Scott R. Sanders
Sent: Wednesday, March 06, 2019 6:53 AM
To: Nick Chauvin
Cc: Rhela McCoy; Robin F. Lambert
Subject: FW: Carver Park - Change Order #3 - Preapproval

Prepare this item to go to the Board and let me know what Board date you can make.

Scott R. Sanders, P.E.
myescambia

Escambia County Engineering
3363 West Park Place | Pensacola, FL 32505
Office: 850.595.1625
Cell: 850-516-2855

From: Joy Jones <DJJONES@myescambia.com>
Sent: Tuesday, March 05, 2019 2:33 PM
To: Scott R. Sanders <SRSANDERS@myescambia.com>
Cc: Robin F. Lambert <RFLAMBER@myescambia.com>; Rhela McCoy <ramccoy@myescambia.com>
Subject: RE: Carver Park - Change Order #3 - Preapproval

We can't preapprove something that has to go to the Board.

From: Scott R. Sanders <SRSANDERS@myescambia.com>
Sent: Tuesday, March 5, 2019 2:31 PM
To: Joy Jones <DJJONES@myescambia.com>
Cc: Robin F. Lambert <RFLAMBER@myescambia.com>; Rhela McCoy <ramccoy@myescambia.com>
Subject: Re: Carver Park - Change Order #3 - Preapproval

Nick is forwarding the revised quote from the contractor on this and we would like to process the change order to avoid delays as the contractor is proceeding. This will need to go to the board. Let me know if we need to discuss. I can step out and call you.

Get Outlook for Android

From: Scott R. Sanders
Sent: Thursday, February 28, 2019 2:10:56 PM
To: Joy Jones
Cc: Robin F. Lambert; Rhela McCoy
Subject: FW: Carver Park - Change Order #3 - Preapproval

Joy,

Nick and I met with the contractor today to negotiate his request for additional dewatering. You can see Nick's history below. His initial request was for $68k and we got him to come down to just over $48k. I am confident that this is his cost on the additional work. Nick and I were anticipating a change of around $30k, which would have been under 10%

of the contract. This change will take the total cumulative amount of changes (3 change orders) to 11%, so this will have to go to the Board. There is money in the project.

We can discuss if you like. Nick is waiting on a revised quote from the contractor and then he will be requesting a pre-approval.

Scott R. Sanders, P.E.

Escambia County Engineering
3363 West Park Place | Pensacola, FL 32505
Office: 850.595.1625
Cell: 850-516-2855

From: Nick Chauvin <NJCHAUVIN@co.escambia.fl.us>
Sent: Thursday, February 28, 2019 1:53 PM
To: Scott R. Sanders <SRSANDERS@myescambia.com>
Subject: Carver Park - Change Order #3 - Preapproval

Scott,

As discuss in our meeting today with the contractor, I am requesting a change order preapproval for the "Additional Dewatering" line item shown in the attached spreadsheet. Additional dewatering is required because the contractors original bid on dewatering was based on an old, inapplicable Geotech report which stated that perched groundwater only may be encountered at a depth of 10' or less. The proposed pipe being installed is at a depth of 16' and the contractor is encountering groundwater from the groundwater table, not perched groundwater. We ordered an additional Geotech report which confirms that the contractor is in fact in the groundwater table.

The Lump Sum cost of $48,232.68 includes the necessary labor and materials to dewater the soil in order to install the proposed stormwater pipe.

With this change order, the accumulative increase on the project is 11%

Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners – Engineering Department – Construction Management Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

Nick Chauvin

From: lance bandwutilities.com <lance@bandwutilities.com>
Sent: Tuesday, March 05, 2019 6:53 AM
To: Omer R Eacret; Nick Chauvin
Cc: bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com; office bandwutilities.com
Subject: Re: Carver Park - Weather Day Request

Omer/Nick, We request a weather recovery day for yesterday 3/4/19.

Thank You,
LH

From: lance bandwutilities.com
Sent: Friday, March 1, 2019 6:36:11 AM
To: Omer R Eacret; NJCHAUVIN@co.escambia.fl.us
Cc: bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com; office bandwutilities.com
Subject: Re: Carver Park - Weather Day Request

Omer/Nick, We request a weather day for today 3/1/19.

Sent from my iPhone

On Feb 28, 2019, at 6:38 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:

> Omer/Nick, We request a weather day for today 2/28/19.
>
> Thanks,
> LH
>
> Sent from my iPhone
>
> On Feb 27, 2019, at 6:08 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:
>
> > Omer/Nick we request a weather day for today 2/27/19.
> >
> > Thanks,
> > LH
> >
> > Sent from my iPhone
> >
> > On Feb 19, 2019, at 9:49 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:
> >
> > > Omer/Nick, We request a weather day for today 2/19/19.
> > >
> > > Thanks,
> > > LH

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: East Carver Park Area Drainage Improvements
Project ID: ENG1832
Location: District 5
Project Manager: Nick Chauvin
Date: 3/6/2019

Nicolas Chauvin
2019.05.16
13:15:24 -05'00'

Scott R. Sanders
cn=Scott R. Sanders,
o=Public Works,
ou=Engineering,
email=scott_sanders@myescambia.com, c=US
2019.05.16 13:21:46 -05'00'

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

RFF requesting a change order in the amount of $50,547.20 to B&W Utilities, Inc. to do the following: (1) Full reconstruction of the roadway at the intersection of Washington Street and Griggs Street in lieu of milling and resurfacing. Damage to the entire depth of the existing asphalt occurred during dewatering operations. (2) Mill and resurface Booker Street. All other roads in Carver Park are to be milled and resurfaced with this project and Booker Street was not included. Booker Street is in rough shape and resurfacing it while the contractor is resurfacing the other streets is recommended. (3) Clear and grade a ditch in a drainage easement to allow conveyance of stormwater to the newly installed stormwater system. The ditch will provide relief for and reduce staging of stormwater in the roadside swales. The current contract amount is $1,443,053.68. With this change order, the new contract amount will be $1,493,600.88. A time extension of 6 additional days for weather days incurred from 3/14/2019 thru 4/9/2019 is also required with this change order. The current completion date is 9/30/2019. With this change order, the new contract completion date will be 10/6/2019. See attached documents for justification.

6 page (s).
RFF/NTP Start Date 9/30/2019 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 6 calendar days.
10/6/2019 Completion date

				Obligated	Required
Balance of CIP Project					
Funds for Original Construction Contract					
Funds for Construction CO# 4					
Contract PD 17-18.048		Contractor	B&W Utilities, Inc.		$ 50,547.20
Funds for Original Task Order					
Funds for Addendum #					
Task Order PD		Consultant			
Funds for Original Work Order					
Funds for Change Order #					
Contract PD		Contractor			
Funds for Contingency		Consultant			
Funds for Permit Fees		Agency			
Funds for Land Purchases		Owner			
Funds for Title Work		Company			
Contract PD		Contractor			
Funds for					
New Balance of CIP Project				$ -	$ (50,547.20)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer

County Engineer Signature

Transferred by

Transfer Date

Posted to Expedition
Date:

CONSTRUCTION CHANGE ORDER

Change Order Number 4 Contractor Number PD 17-18.048

Date: 5-15-2019 Dated 5-15-2019

To: Nick Chauvin

Robin Lambert

Project Name: East Carver Park Area Drainage Improvements

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

Requesting a change order in the amount of $50,547.20 to do the following: (1) Full reconstruction of the roadway at the intersection of Washington Street and Griggs Street in lieu of milling and resurfacing. Damage to the entire depth of the existing asphalt occurred during dewatering operations. (2) Mill and resurface Booker Street. All other roads in Carver Park are to be milled and resurfaced with this project and Booker Street was not included. Booker Street is in rough shape and resurfacing it while we are resurfacing the other streets is recommended. (3) Clear and grade a proposed ditch in a drainage easement to allow conveyance of stormwater to the newly installed stormwater system. We are also, requesting time extension of 6 additional days for weather days incurred from 3/14/2019 thru 4/9/2019.

	Dollars	Time in Calendar Days
Original Contract Amount	$ 1,291,129.48	365 Days
Sum of Previous Changes	$ 151,924.20	34 Days
This Change Order	$ 50,547.20	6 Days
Adjusted Agreement Amount	$ 1,493,600.88	405 Days

This contract substantial completion date will be increased/decreased by 6 calendar days due to the Change Order. The new contract substantial completion date is 9-6-2019. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

■ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amounts of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: May 15, , 2019

By: _____
Contractor

By: _____
Engineer

By: _____
Nicolas Chauvin
2019.05.16 13:15:42 -05'00'
Owner

Change Order #4				B & W Utilities Inc	
Bid Item Number	**Bid Item Description**	**Quantity**	**Units**	**Unit Price**	**Extension**
Additions					
CO4-13	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	3092	SY	$10.06	$31,105.52
CO4-14	Mill Existing Asphalt, 1.5"-3" Thickness, over 1500sy	2636	SY	$1.55	$4,085.80
CO4-16	Remove Existing Asphalt	228	SY	$7.65	$1,744.20
CO4-17	Saw cut Existing Asphalt	20	LF	$0.95	$19.00
CO4-18	12" Stabilized Subgrade, County Spec 2300, over 1000sy	228	SY	$3.11	$709.08
CO4-19	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	228	SY	$18.50	$4,218.00
CO4-20	1' Ribbon Curb, Per County Detail	136	LF	$12.60	$1,713.60
CO4-24	Remove Existing Curb	136	LF	$7.00	$952.00
105	Clearing and Grading of Proposed Ditch in Drainage Easement	1	LS	$6,000.00	$6,000.00
				Subtotal	$50,547.20
				Change Order #4 Total	**$50,547.20**
				New Contract Amount	$1,493,600.88
				Accumulative Increase	14%

Booker Street - Mill & Resurface				B & W Utilities Inc	
Bid Item Number	**Bid Item Description**	**Quantity**	**Units**	**Unit Price**	**Extension**
Additions					
13	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	2864	SY	$10.06	$28,811.84
14	Mill Existing Asphalt, 1.5"-3" Thickness, over 1500sy	2864	SY	$1.55	$4,439.20
				Subtotal	$33,251.04

1610 Success Dr. Cantonment, FL 32533
Phone: (850) 968-0057 ~ Fax: (850) 968-5404

DRAINAGE EASEMENT PROPOSAL

Project: CARVER PARK AREA DRAINAGE IMPROVEMENTS

CLEARING & GRADING DITCH IN DRAINAGE EASEMENT

CLEARING & GRUBBING
GRADING DITCH TO DRAIN TO S-8

Lump Sum Total **$6,000.00**

Price above does not include sod or Fence Replacement.

Brandon Vaughn 5/15/19
President

_____ _____
Contractor/ Owner Sign Upon Approval *Date*

Nick Chauvin

From: lance bandwutilities.com <lance@bandwutilities.com>
Sent: Tuesday, April 09, 2019 1:24 PM
To: Omer R Eacret; Nick Chauvin
Cc: bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com; office bandwutilities.com
Subject: Re: Carver Park - Weather Day Request

We request a weather day for today 4/9/19. Thanks

Sent from my iPhone

On Apr 8, 2019, at 7:28 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:

> Omer/Nick,
>
> We request a weather day for today 4/8/19.
>
> Thanks,
> LH
>
> ---
>
> **From:** lance bandwutilities.com
> **Sent:** Friday, April 5, 2019 7:14:16 AM
> **To:** Omer R Eacret; NJCHAUVIN@co.escambia.fl.us
> **Cc:** bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com; office bandwutilities.com
> **Subject:** Re: Carver Park - Weather Day Request
>
> Omer/Nick, We request weather days for today and yesterday 4/5/19 & 4/4/19.
>
> Thanks,
> LH
>
> ---
>
> **From:** lance bandwutilities.com
> **Sent:** Friday, March 15, 2019 7:53:28 AM
> **To:** Omer R Eacret; NJCHAUVIN@co.escambia.fl.us
> **Cc:** bvaughn bandwutilities.com; Eric Patrick; jhebb bandwutilities.com; jadams bandwutilities.com; jasn4x4@aol.com; office bandwutilities.com
> **Subject:** Re: Carver Park - Weather Day Request
>
> Omer/Nick,
>
> We request weather days for today and yesterday 3/15/19 & 3/14/19.
>
> Thanks,
> LH
>
> Sent from my iPhone
>
> On Mar 5, 2019, at 6:52 AM, lance bandwutilities.com <lance@bandwutilities.com> wrote:

East Carver Park Area Drainage Improvements

03/6/2019







Location	Area	Const Cost	Funding Source	
Washington Street, Webb Street, Griggs Street, Lincoln Street, and Ransom Street	6 Acres	$1.4 Million	LOST	$1.8 Million

District 5

The project consists of installing a new stormwater conveyance system along Washington Street, Lincoln Street, Webb Street, Griggs Street, and Ransom Street. The new system will outfall to a new stormwater pond located east of Ransom Street.

Work includes but is not limited to construction of shallow roadside swales, ditch bottom and curb inlets, approximately 4,900 LF of reinforced concrete and polyethylene stormwater transmission pipes, a single dry detention pond. The project will also include the relocation/installation of approximately 1,900 LF of 4” and 6” PVC water main and appurtenances, segments full depth roadway reconstruction, mill and overlay of affected area roadways, and final site dressing and restoration.

Carver Park Drainage Improvements (B&W Utilities)

Original PO	$ 1,291,129.48	Original Purchase Order Amount
Change Order 1	$ 68,778.11	Change Order to (1) Remove and replace additional asphalt roadway, base, and curbing necessary to install a proposed 60" stormwater pipe 15' deep under the roadway (2) Up-size a 18" pipe to a 24" pipe and a 24" pipe to a 36" pipe to receive additional stormwater coming off of Hwy 297. (3) Modify structures and pipe required to change the alignment of the pipes running through the park to decrease impact to the existing heritage oaks. (4) Install a swale through the park to channel stormwater to the new conveyance system. (5) Install a berm around the southside of the pond top to help channel stormwater to the outfall ditch. (6) Install a 6" concrete weir wall within Structure S-65 to and a concrete flume with a splash pad and rip rap in the pond to prevent erosion and backflow from the outfall ditch. (7) Cover cost for additional liability insurance premium required to meet minimum insurance requirements specified by IP. Also, a time extension of 24 additional days for weather days incurred from 10/25/2018 thru 1/4/2019 was also requested with this change order.
Change Order 2	$ 34,913.41	Change Order to do a full reconstruction of the roadway on a section of Washington Street in lieu of milling and resurfacing due to the depth of the proposed adjacent stormwater pipe. The proposed pipe was 8' deep and is close to the roadway. As the contractors dug to install the pipe, they were losing portions of the roadway. Also, additional quantities for waterline work was required due to the proposed water line being in conflict with the proposed stormwater pipe on Webb St. A time extension of 6 additional days for weather days incurred from 1/23/2019 thru 2/19/2019 was also requested with this change order.
Change Order 3 BCC APPROVED ON 4/4/2019	$ 48,232.68	Change Order to perform additional dewatering on the project. Additional dewatering was required because the contractors original bid on dewatering was based on an old, inapplicable Geotech report which stated that perched groundwater only may be encountered at a depth of 10’ or less. The proposed pipe being installed was at a depth of 16’ and the contractor was encountering groundwater from the groundwater table, not perched groundwater. The county ordered an additional Geotech report which confirmed that the contractor was in fact in the groundwater table. The lump sum amount included the necessary labor and materials required to dewater the soil in order to install the proposed stormwater pipe. A time extension of 4 additional days for weather days incurred from 2/27/2019 thru 3/4/2019 was also requested with this change order.
Change Order 4 - REQUESTING APPROVAL FROM BCC	$ 50,547.20	Change Order requesting to do the following: (1) Full reconstruction of the roadway at the intersection of Washington Street and Griggs Street in lieu of milling and resurfacing. Damage to the entire depth of the existing asphalt occurred during dewatering operations. (2) Mill and resurface Booker Street. All other roads in Carver Park are to be milled and resurfaced with this project and Booker Street was not included. Booker Street is in rough shape and resurfacing it while the contractor is resurfacing the other streets is recommended. (3) Clear and grade a ditch in a drainage easement to allow conveyance of stormwater to the newly installed stormwater system. This ditch will provide relief for and reduce staging of stormwater in the roadside swales. A time extension of 6 additional days for weather days incurred from 3/14/2019 thru 4/9/2019 is also requested with this change order.
Total Change Orders	$ 202,471.40	
New Purchase Order Total	$ 1,493,600.88	
Accumulative Increase	14%	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16161 **County Administrator's Report 12. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Approval to Issue Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000, for the Public Works Department - Joy Jones, P.E., Engineering Department Director

That the Board, for Fiscal Year 2018/2019, approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Public Works Department, and amend its action of December 6, 2018, on Item II-39 Item #G, to add vendors and cost centers that were inadvertently omitted from the original Recommendation:

	Vendor/Contractor	Amount	Contract Number
G	General Drainage and Paving Agreement - Paving and Drainage Projects $1,000,000 for each vendor Allsouth Construction Services, LLC Vendor Number 420550 Chavers Construction Vendor Number 032335 Gulf Atlantic Constructors Vendor Number 843895 J Miller Construction Vendor Number 133404 Midsouth Paving, Inc. Vendor Number 133305 Infrastructure Specialty Services		

	Vendor Number 420809 Panhandle Grading and Paving Vendor Number 160114 Roads, Inc. of NWF Vendor Number 182328 Utility Services Co., Inc. Vendor Number 211593 B&W Utilities, Inc. Vendor Number 420661 Site and Utility, LLC Vendor Number 420683 Gulf Marine Construction, Inc. Vendor Number 072896 Heaton Brothers Construction Company, Inc. Vendor Number 081314 Principle Properties. Inc. Vendor Number 420785 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 181 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Centers 210107/350229/210123 Fund 353 (LOST IV) Cost Centers 210106/350221 Fund 151 (CRA) Cost Center 370113 (Brownsville)	$1,000,000 per vendor annually	PD 16-17.081

[Funding source: Funding is budgeted in the various accounts and cost centers listed]

BACKGROUND:

The issuance of these Purchase Orders is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding is budgeted in the various accounts and cost centers listed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Board Action 12618

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

39. Recommendation: That the Board, for Fiscal Year 2018/2019, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Public Works Department and correct two scrivener's errors, as follows (meeting in regular session on October 4, 2018, Item "F" [which was item "C" on the County Administrator's Report (CAR) II-24]; and Item "G" [which was Item "N" on CAR II-24] both contained scrivener's errors, which have been changed in the entry below:

	Vendor/Contractor	**Amount**	**Contract Number**
A	Temple, Inc. Vendor #200924 Traffic Calming Devices Fund 175, Cost Centers 211201/211601/211101 Fund 182, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 353, Cost Center 210106	$200,000	State Contract ITB-DOT-15/16 9005-GH
B	Blue Arbor, Inc. Vendor #023818 Fund 116, Cost Center 240302 Temporary Contract Services	$60,000	PD 17-18.055
C	Blue Arbor, Inc. Vendor #023818 Fund 352, Cost Center 210107 Fund 353, Cost Center 210106 Temporary Contract Services	$250,000	PD 17-18.055
D	Roads, Inc. of NWF Vendor #182328 Panhandle Grading and Paving, Inc. Vendor #160114 Mid South Paving, Inc. Vendor #133305 Fund 352, Cost Center 210107 Fund 353, Cost Center 210106 Road Materials Pricing Agreement/OGCM Roads	$500,000	PD 17-18.096

(Continued on Page 56)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

39. Continued…

E	Transcore Holdings, Inc. Vendor #420423 Bob Sikes Bridge Toll System Upgrade Project Fund 167 (Bob Sikes Toll Fund) Cost Center 140301	$139,971	PD 14-15.030
F	Ingram Signalization Vendor Number: 406608 Traffic Signal Response Maintenance Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 181 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Center 210107 Fund 353 (LOST IV) Cost Center 210106	$500,000	PD 16-17.083

(Continued on Page 57)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

39. Continued…

G	General Drainage and Paving Agreement - Paving and Drainage Projects $1,000,000 for each vendor Allsouth Construction Services, LLC Vendor Number 420550 Chavers Construction Vendor Number 032335 Gulf Atlantic Constructors Vendor Number 843895 J Miller Construction Vendor Number 133404 Midsouth Paving, Inc. Vendor Number 133305 Infrastructure Specialty Services Vendor Number 420809 Panhandle Grading and Paving Vendor Number: 160114 Roads, Inc. of NWF Vendor Number: 182328 Utility Services Co., Inc. Vendor Number 211593 Fund 175 (Transportation Trust Fund) Cost Centers 211201/211602/211101 Fund 181 (Master Drainage Basin Fund) Cost Centers 210719-210736 Fund 352 (LOST III) Cost Centers 210107/350229 Fund 353 (LOST IV) Cost Centers 210106/350221 Fund 151 (CRA) Cost Center 370113 (Brownsville)	$1,000,000 per vendor annually	PD 16-17.081

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 45, with the exception of Items 3, 5, 15, 29, 30, 33, and 43, which were held for separate votes, as amended to drop Item 36 and bring back to the Board in January 2019.	
Made by: Commissioner Underhill	**Seconded:** Commissioner Bender
Disposition: Carried unanimously	
Audio:	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16181 **County Administrator's Report 12. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Zoll Data Systems. Inc. Order Form and Amendment to Terms and Agreement
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Order Form, Terms and Conditions and Amendment to Terms and Agreement with Zoll Data Systems, Inc. - John Dosh, Interim Public Safety Director

That the Board take the following action regarding the reinstatement of "Rescue Net ePCR" software components and annual maintenance with Zoll Data Systems, Inc., for Escambia County EMS:

A. Approve and authorize the Chairman to execute the Order Form with Zoll Data Systems Inc., to reinstate the "Rescue Net" ePCR software system for Escambia County EMS Operations for the term of one year, in the total amount of $64,426, to include a one-time fee of $39,726 (reinstatement fee of $25,000 and training and travel expenses of $14,726) to be paid immediately and maintenance fees totaling $24,700, to be paid monthly, starting August 1, 2019, in the amount of $2,058.33; and

B. Approve the Zoll Terms and Conditions and corresponding Amendment to the Terms and Conditions and authorize the Chairman to execute the Amendment.

[Funding: Fund 408, Emergency Medical Service Fund, Cost Center 330302, EMS, Object Code 54601, Repair & Maintenance, $31,175 ; and

Fund 408, Emergency Medical Service Fund, Cost Center 330302, EMS, Object Code 53401, Other Contractual Services, $14,726]

BACKGROUND:

Escambia COunty EMS previously utilized Zoll Data Sytems software for both the Operations and Billing Department. In November of 2017, EMS transitioned to a different software provider, ESO Solutions Inc for electronic patient healthcare records. EMS Billing transitioned back to Zoll Billing in February 2019 resulting in a interface needed to transfer data from ESO Solutions, Inc. In February of 2019, the EMS Billing Department resumed service with Zoll software for the processing patient billing records, which required an interface to transfer data from ESO software currently utilized by Operations and impeded the efficient processing of claims thorough thr Billing Department. Zoll's "Rescue Net" ePCR software will replace the ESO software currently utilized by Operatiosn to maintain electronic health records which will streamline the billing process, improve accuracy, and enhance hospital information sharing.

The Purchasing Department will ensure that a solicitation (RFP), seeking proposals for a comprehensive software program for EMS is completed within the next 12 months with the intenet to award an agreement for a three year term.

BUDGETARY IMPACT:

Funding is available in Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 59801, Reserves. If approved, a budget amendment will be requested to move funds from EMS reserves to the appropriate expense account.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin D. Hual, Senior Assistant County Attorney, reviewed the Order Form, Terms and Conditions and the Amendment to the Terms and Conditions as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the EMS Operations Manager, Leon Salter, will oversee implementation of Zoll's "Rescue Net" ePCR software and work in close cooperation with Zoll Data Systems, Inc.

Attachments

Order Form
Terms and Conditions

Amendment to Terms and Conditions

Order Form **Order No.: Q-04628**

THIS ORDER FORM (this "**Order**") is entered into as of June 6, 2019 (the "**Effective Date**") by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021, accountsreceivable@zoll.com ("**ZOLL**") and Escambia County EMS (the "**Customer**"). This Order is incorporated into, and made a part of, the Master Software License Agreement made as of December 14, 2005 between the parties.

Bill To: **Escambia County EMS** 6575 North W" Street" Pensacola, FL 32505 **Email for Notices:** tlwilliams@myescambia.com	**Ship To:** **Escambia County EMS** 6575 North West Street Pensacola, FL 32505

Territory Manager: Jason Meyer **Offer Expires:** 06/30/2019

Software Licenses

Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Extended Price	Annual Maintenance
NEMB	PL	**RescueNet ePCR Extract - NEMSIS Base**	1	$0.00		$0.00	$0.00	$0.00
EXD	PL	**RescueNet ePCR Base System - Disp/Billing Users**	1	$2,000.00	100%	$0.00	$0.00	$400.00
TMUL	NL	**TabletPCR Mobile Unit License**	31	$3,000.00	100%	$0.00	$0.00	$18,600.00
TNUL	CUL	**RescueNet WebPCR User License**	1	$3,000.00	100%	$0.00	$0.00	$600.00
TSEC	PL	**Security Module ePCR**	1	$4,500.00	100%	$0.00	$0.00	$900.00
CSCTBI	PL	**Third Party CAD to TabletPCR Base Interface Framework**	1	$10,000.00	100%	$0.00	$0.00	$2,000.00
PHY	PL	**TabletPCR Physio Control LifeNet Interface**	1	$4,500.00	100%	$0.00	$0.00	$900.00
EPCRHL7	PL	**RescueNet HL7 ePCR Base Extract (CDA)**	1	$6,500.00	100%	$0.00	$0.00	$1,300.00

Professional Services

Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Extended Price	Annual Maintenance
T&E	---	**Travel Expenses (Not to exceed)**	1	$4,226.00		$4,226.00	$4,226.00	$0.00
RNT	---	**RescueNet ePCR Implementation Day (Excludes T&E)**	7	$1,500.00		$1,500.00	$10,500.00	$0.00

Maintenance Services

Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Extended Price	Annual Maintenance
MAINT	---	**Maintenance Services – One-Time Reinstatement**	1	$34,991.72		$25,000.00	$25,000.00	-
MAINT	---	**Maintenance Services – Ongoing**						$24,700.00

Comments: Reinstatement of Maintenance Services; payment of One-Time Reinstatement Maintenance Fee and ongoing Maintenance Fees; and performance of, and payment for, related Professional Services and Expenses, as further provided below.

SOFTWARE FEES:	$0.00
PROFESSIONAL SERVICES FEES:	$10,500.00
EXPENSES (NOT TO EXCEED):	$4,226.00
ONE-TIME REINSTATEMENT MAINTENANCE FEE:	$25,000.00
TOTAL ONE-TIME FEES:	**$39,726.00**
MAINTENANCE FEES:	$24,700.00

Professional Services Expenses. Customer will reimburse ZOLL for Expenses incurred by ZOLL in providing the Professional Services. Any estimated Expenses above are based on the facts that ZOLL currently knows and represent ZOLL's good faith assessment of the time and materials required.

Software Payment Terms: No additional Software Fees shall be payable by Customer for the Software programs listed above. Customer, however, will pay the Professional Services Fees listed above relating to such Software programs. ZOLL will an issue for such Professional Services Fees upon the completion of the Professional Services for which such Professional Services Fees are payable. ZOLL separately will invoice Customer for Expenses incurred by ZOLL in providing such Professional Services.

Maintenance Fees: Customer hereby elects to reinstate Maintenance Services for the Software programs listed above. Customer will pay the One-Time Reinstatement Maintenance Fee listed above within thirty (30) days of the date of ZOLL's invoice for such One-Time Reinstatement Maintenance Fee, which invoice shall be issued on the Effective Date. Additionally, Customer shall pay the Maintenance Fees listed above commencing August 1, 2019.

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Order. By signing below, the parties agree to the terms and conditions of this Order. Once signed, any reproduction of this Order made by reliable means (for example, photocopy or facsimile) is considered an original.

ZOLL Data Systems, Inc.
Authorized Signature:

Name: _____
Title: _____
Date: _____

Escambia County EMS
Authorized Signature:

Name: Lumon J. May, Chairman
Title: Escambia County BOCC Chairman
Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
[SEAL]

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-24-2019

Customer Initials:

THESE TERMS AND CONDITIONS are subject to and made a part of the Agreement. Capitalized terms used and not defined in this these Terms and Conditions have the meanings assigned to them in the Definitions Addendum at https://www.zolldata.com/legal

1. Orders. ZOLL shall provide, and Customer shall obtain, the ASP Services, Software, Road Safety Products and Road Safety Parts (the "Products") and Professional Services and Maintenance Services (the "Services") identified in any Initial Order included in a Master Products and Services Agreement or incorporating these Terms and Conditions (the "Initial Order") and any Order Form for Products or Services ("Order Form") or statement of work for Professional Services ("SOW") mutually agreed, executed and made a part of this Agreement or identified in a purchase order or other agreement for the purchase of defibrillators from ZOLL Medical Corporation (a "Defibrillator Purchase Agreement").

2. Payment. Customer shall pay ZOLL for Products and Services as provided in the Initial Order and any Order Forms, SOWs or Defibrillator Purchase Agreements (collectively, "Orders") and this Agreement. All payments must be in U.S. dollars, unless otherwise agreed by the parties. Unless otherwise expressly provided in an applicable Order, Customer will pay ZOLL all amounts due under this Agreement within 30 days after the date of the invoice. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney's fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL's sole and absolute discretion, of any discounts previously offered by ZOLL. In addition, ZOLL reserves the right to deny Customer and Customer's employees, directors, principals, partners, consultants and agents authorized to use ASP Services or Software on behalf of Customer and registered for such use through the website at a unique URL to be provided by ZOLL to Customer (the "ZOLL Site") or by email in accordance with ZOLL's procedures for such purpose ("Registered Users") access to the ASP Services, and to cease providing any or all of the Products and Services, in the event that any invoice is not paid in a timely manner. Customer acknowledges that ZOLL will not be responsible for any damage or liability caused by such cessation. Payment terms are subject to ZOLL's credit approval. ASP Services Fees, Software Fees, Road Safety Fees, Maintenance Fees and Professional Services Fees (collectively, the "Fees") exclude, and Customer will make all payments of the Fees to ZOLL free and clear of, all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges ("Taxes"). When applicable, ZOLL may include any Taxes that it is required to collect as a separate line item on an invoice. If Customer is Tax exempt or pays state Taxes directly, then prior to invoicing, Customer must provide ZOLL with a copy of a current tax exemption certificate issued by Customer's state taxing authority for the given jurisdiction. Unless otherwise provided in the applicable Order, Customer will reimburse ZOLL for all reasonable out-of-pocket expenses (including travel and accommodation expenses) incurred by ZOLL ("Expenses") in providing the Professional Services or, if Customer requests that Maintenance Services be performed at Customer's site, in

providing such Maintenance Services. Fees are exclusive of, and Customer will pay, all shipping and other transportation charges, insurance and installation charges. For the purpose of payment, "Deployment Date" means the date upon which the deployment of a Product is complete and it is able to function as described in the warranty for such Product in this Agreement, regardless of whether Customer actually uses such Product. "Deployment Effective Date" means the earlier of (a) the Deployment Date of a Product or (b) 90 days from the Effective Date (the “Latest Deployment Date”) of the Order for such Product, unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Professional Services to deploy a Product, the Effective Date; provided, that the Latest Deployment Date for the Eligibility module and Road Safety Products shall be 180 days from the Effective Date. Usage-based Fees are payable in arrears, and flat Fees are payable in advance. ZOLL may increase Fees annually.

3. Warranties. The warranties for the Products and Services are solely and expressly as set forth in the ASP Services Addendum, Software License Addendum, Road Safety Addendum, Maintenance Services Addendum and Professional Services Addendum (collectively, the “Addenda”). EXCEPT AS EXPRESSLY SET FORTH IN THE ADDENDA, (A) THE PRODUCTS AND SERVICES ARE PROVIDED STRICTLY “AS IS”, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE PRODUCTS OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, INCLUDING THE ADDENDA, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL’S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Products and Services may be new or used. Customer acknowledges and agrees that, in entering into the this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL’s existing product and services. ZOLL’s performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL’s performance obligations shall be due as described herein.

4. Confidentiality.

4.1. Protection. Neither party will use any trade secrets, business or financial information, computer software, machine or operator instructions, business methods, procedures, know how, technical, marketing, financial, employee, planning or other

information that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software, Firmware, Documentation and the Instructions shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such.

4.2. Exceptions. The Receiving Party's obligations under Section 4.1 above with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

4.3. Authority. Prior to making any disclosure to ZOLL of patient information, Customer covenants that it has, or will obtain,, in accordance with federal, state and local laws relating to such information, including but not limited to HIPAA, the legal right to disclose such information to ZOLL, including, if required, a properly executed, written authorization from each patient or patient's authorized representative documenting the patient's express written consent to enable the disclosure by Customer to ZOLL of such information.

5. Indemnification.

5.1. ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any of the Products or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Products or Services becomes, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using it; (ii) modify it, or replace it with a substantially similar product or service so that it becomes non-infringing; (iii) in the case of Software or a Road Safety Product, require its return and refund Customer a pro-rata portion of the Fees for such Software or Road Safety Product based on a 36-month straight-line depreciation or (iv) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 5.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Products or Services not in accordance with this Agreement; (2) any use of any of the Products or Services in combination with products, equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any of the Products or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) Customer Content; or (5) any modification of any of the Products and Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 5.1 states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

5.2. Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) the Customer Parties' use of any of the Products or Services; (iii) the actions or omissions of the Customer Parties in connection with participation in ZOLL's online customer community or exercise of any administrative rights, including database access rights, that Customer requests be granted when Customer has elected to receive, and is receiving, Managed Services or otherwise; (iv) use by the Customer Parties of any of the Products or Services in combination with Customer's products or services or Third Party Products or Services; (v) any modifications made by the Customer Parties to any of the Products and Services; (vi) misuse by the Customer Parties of any of the Products and Services (vii) infringement by the Customer Parties of any third party

intellectual property right; (viii) taxes (other than taxes based on ZOLL's net income), fees, duties and charges, and any related penalties and interest, arising from the payment of the Fees or the delivery of the Products and Services to Customer hereunder; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Products or Services, by the Customer Parties.

6. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE PRODUCTS OR SERVICES OR MISUSE OF THE PRODUCTS OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY ADDENDUM, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE PRODUCTS AND SERVICES PROVIDED UNDER SUCH ADDENDUM DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for Third Party Products or Services, and for the actions or omissions of Customer's representatives, including in connection with participation in ZOLL's online customer community or exercise of any administrative rights, including database access rights, that Customer requests be granted to such representatives when Customer has elected to receive, and is receiving, Managed Services or otherwise. If a Customer is part of the U.S. federal government, (a) products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility, or the flight, navigation, or communication of aircraft or ground support equipment, the control of hazardous materials, or other ultra-hazardous activities; (b) Customer is solely liable if products purchased by Customer are used for these applications; and (c) Customer will indemnify and hold ZOLL harmless from all loss, damage, expense or liability arising out of such use.

ASP SERVICES ADDENDUM

THIS ASP SERVICES ADDENDUM is subject to and made a part of the Agreement. Capitalized terms used and not defined in this Addendum have the meanings assigned to them in the Definitions Addendum at https://www.zolldata.com/legal

1. Applicability and Fees. This Addendum applies to the hosting and maintenance (the "ASP Services") of ZOLL software, as modified, updated, and enhanced (the "Underlying Software"), for remote electronic access and use by Registered Users in substantial conformity with instructions for use of the ASP Services and the documentation and users manuals from time-to-time provided by ZOLL on the ZOLL Site (the "Instructions"), as listed in any Order that has not expired or been terminated in accordance with the Agreement. Fees for any ASP Services set forth in the Order for such ASP Services (the "ASP Services Fees").

2. ASP Services. Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Registered Users through the ZOLL Site over normal network connections in accordance with the Instructions, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer's use of them.

3. Access Software. Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the "Access Software"), each as made available to Customer through the ZOLL Site, solely for Customer's internal business purposes and solely in accordance with the Instructions.

4. Restrictions. Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Underlying Software, Access Software or Instructions; (b) merge the ASP Services, Underlying Software, Access Software or Instructions with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Underlying Software, Access Software or the Instructions to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services, Underlying Software or Access Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Underlying Software, Access Software or Instructions; or (f) otherwise use or copy the ASP Services, Underlying Software, Access Software, or Instructions in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login

protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer's login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

5. Warranty. Subject to Customer's payment of the Fees, ZOLL represents and warrants that during the Term that (i) ZOLL has the right to license the Access Software and Instructions and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Instructions, will materially conform to the Instructions. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty, and request a correction of the warranted nonconformity. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate this Agreement upon written notice to Customer. This Section 5 sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein. The warranty set forth in this Section 5 is qualified in its entirety by, and subject to, Section 3 of the Terms and Conditions.

6. Service Level Agreement.

6.1. Downtime. "Downtime", expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

6.2. Planned Downtime. "Planned Downtime" is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. "Standard Maintenance" is performed when upgrades or system updates are desirable (including, without limitation, standard software release and non-critical software updates). "Emergency Maintenance" is performed when a critical system update must be applied quickly to avoid significant Downtime (including, without limitation, hardware patches that address server vulnerabilities or a critical software update). Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. Mountain Time. ZOLL will provide Customer with notice at least 24 hours in advance of the Standard Maintenance. ZOLL will make reasonable efforts to notify the Customer of any Emergency Maintenance at least 30 minutes in advance.

6.3. Excused Downtime. "Excused Downtime" time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL (such as the cellular network carrier or the mobile handset provider), (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer's premises (including ZOLL software operating on such premises); (c) a Force Majeure Event or (d) Customer's failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended (including, without limitation, as a result of actions or omissions of a Customer's representative in connection with any administrative rights, including database access rights, that a Customer requests be granted to such representatives when such Customer has elected to receive, and is receiving, Managed Services or otherwise).

6.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{\text{(Downtime - (Planned Downtime + Excused Downtime)}}{\text{Total number of minutes in the calendar month}} \times 100 = x\ \%,\ v$$

6.5. Unplanned Downtime Goal. ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the "Unplanned Downtime Goal"). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

6.6. Incident Monitoring and Reporting. Problems with the ASP Services can be reported by Customer as provided in the Maintenance Services Addendum.

6.7. Revocation of Administrative Rights. Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in (i) Downtime or (ii) more than five (5) Support Tickets.

6.8. Customer Content; Security; Backup.

6.8.1. Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services ("Customer Content"); provided, however, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

6.8.2. Security. Subject to Customer's obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

6.8.3. Backup of Customer Content. Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provisions for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL's control.

6.8.4. Availability of Customer Content. It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "Active Customer Content"), in ZOLL's working data set until the earlier of (i) with respect to RescueNet @Work, 13 months, and with respect to other ASP Services, five years (in each case calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order or SOW under which such Active Customer Content was stored (the "Active Retention Period"). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a "Database"), or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days ("Inactive Customer Content") and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this Section 6.8.4, the terms of Section 6 of this Addendum (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

6.8.5. Remedies. A "Service Credit" means a percentage of the monthly ASP Services Fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer's monthly ASP Services Fee for such ASP Service that was affected; provided, that Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month's invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this Section 6.8.5 shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable.

6.8.6. Limitation on Remedies. The remedies set forth in this Section 6 shall be the Customers' sole and exclusive remedies with respect to ZOLL exceeding the Unplanned Downtime Goal.

6.8.7. Modifications. Changes to this Section 6 may be made from time to time at ZOLL's sole discretion. Customer will be notified of any such changes that are material.

7. Insurance Discovery, Insurance Verifier, Demographic Verifier and Self-Pay Analyzer. With respect to any use by Customer of Insurance Discovery, Insurance Verifier, Demographic Verifier or Self-Pay Analyzer, either separately or as part of RescueNet® Billing Pro, (a) Customer shall comply with all applicable federal, state and local laws, statutes, rules and regulations ("Applicable Laws"), which may include but are not necessarily limited to the Gramm-Leach-Bliley Act, Title V, Subtitle A, Financial Privacy, 15 U.S.C. § 6801-6809 and the rules and regulations promulgated thereunder ("GLBA"), the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. and the rules and regulations promulgated thereunder ("FCRA"), the Drivers Privacy Protection Act, 18 U.S.C. Section 2721 et seq. and the rules and regulations promulgated thereunder (the "DPPA") and similar or associated state laws and regulations governing the use and disclosure of drivers' license information, as they each may be respectively interpreted from time to time by competent legislative, regulatory or judicial authority; (b) Customer shall use Insurance Discovery, Insurance Verifier, Demographic Verifier and Self-Pay Analyzer only for permitted uses under, and shall maintain their confidentiality as required by, Applicable Laws; (c) without limiting the foregoing, Customer shall not request, obtain or use Insurance Discovery, Insurance Verifier, Demographic Verifier or Self-Pay Analyzer (i) for marketing purposes prohibited by GLBA or FCRA; (ii) to take any adverse action (as defined in FCRA) against any consumer (also as defined in FCRA) unless Customer complies with FCRA's adverse-action notice requirements; (iii) with respect to information from motor vehicle records, for any purpose other than to verify the accuracy of personal information, and, if such information is not correct, to obtain correct information to prevent fraud, pursue legal remedies or recover on a debt or security interest, in each case as permitted by the DPPA; (iv) with respect to consumer reports and credit scores, for any purpose other than a one-time legitimate business need or other purpose permitted by, and in accordance with the confidentiality requirements of, FCRA, and not for model calibration, model development or reverse engineering; or (v) with respect to demographic data, for any purpose other than a one-time use in accordance with an exception set forth in Section 6802(e) of GLBA; (d) Customer expressly acknowledges and agrees that when Demographic Verifier or Self-Pay Analyzer to be provided to Customer under the Agreement uses reference services or consumer reports, ZOLL and its credit reporting agency data sources do not express any opinion regarding a Consumer's creditworthiness in rendering such Demographic Verifier or Self-Pay Analyzer; (e) FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH; (f) Customer hereby confirms and designates ZOLL as Customer's agent for the limited and sole purpose of, on Customer's behalf, requesting, receiving, handling, processing and delivering Insurance Discovery, Insurance Verifier, Demographic Verifier and Self-Pay Analyzer to Customer; and (e) any incorporation or integration of Insurance Discovery, Insurance Verifier, Demographic Verifier or Self-Pay Analyzer into a product or service of Customer or a third party shall require the prior, written consent of ZOLL, which may be granted or withheld in ZOLL's sole and absolute discretion,

8. End of Life. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

7. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing ("Intellectual Property Rights"), in and to the following are the exclusive property of ZOLL (or, as the case may be, its licensors and suppliers): (i) the ASP Services, Underlying Software, Access Software, Software, Firmware, Documentation, Instructions and all proprietary

technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Professional Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing and (vi) all ideas, suggestions or other comments provided by Customer or its representatives to ZOLL regarding each of the foregoing or otherwise in any form, manner or place, including but not limited to ZOLL's online customer community, advisory committees and annual summits (the "ZOLL Property"). If any derivative work is created by Customer from the Products or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

8. Term and Termination.

8.1. Term. The term of this Agreement ("Term") begins on the Effective Date and continues until it expires or is terminated as set forth herein. The term of each Order begins on the effective date of such Order and continues until it expires as set forth therein or is terminated as set forth herein.

8.2. Termination. Either party may terminate this Agreement or any Order without cause on 30 days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within 20 days after written notice from the non-defaulting party.

8.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the Products and Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any Products or Services provided under the Expired or Terminated Document (ii) erase all copies of Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation and Instructions in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services or for Software that is

subject to a Subscription License (other than RescueNet® @Work) is terminated within 12 months of the Deployment Effective Date of such Order (or other period specified in such Order) by ZOLL for a material default or Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the initial Annual Fee for such ASP Services or Subscription License (or other amount specified in such Order) minus (y) the sum of Monthly Fees for such ASP Services or Subscription License paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in the form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this Section 8.3.

9. General Provisions.

9.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the Products and Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any of the Products or Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer is in violation of applicable laws or regulations.

9.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the Products and Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the Products and Services to ensure it is in compliance with the terms of this Agreement, including with any limitation on the number of servers, personal computers or portable devices on which Customer may install the Software hereunder; the number of Customer users that may use the Software hereunder; the number of Customer users that may concurrently user the Software or ASP Services hereunder (the "Concurrent Users"); for Fees based on Concurrent Users, the number of such users listed in the Order for such Fees (the "Concurrent Users Cap"); the number of patient care records generated through the software hereunder; on the number of vehicles or other mechanism upon which pricing is based hereunder. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent, other than ePCR Monthly Fees that are subject to adjustment as described in an Order. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in Section 2 above.

9.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order (including its right to use any Products or Services) to any third party without

ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Products and Services.

9.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software, Documentation and Instructions are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and if provided hereunder are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

9.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order or Defibrillator Purchase Agreement and, in the case of ZOLL, to the attention of the Chief Financial Officer (or to such other address or person as from time to time provided by such party in accordance with this Section), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

9.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

9.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Products and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

9.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

9.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

9.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the Products and Services, including without limitation, clearinghouse fees. If Customer engages a third-party provider ("Third Party Provider") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the Products or Services ("Third Party Products or Services"), Customer agrees to obtain ZOLL's prior consent to such integration, receipt or access (collectively, a "Transfer"). If Customer requests a Transfer, Customer represents, warrants and agrees that: (i) ZOLL, in its sole and absolute discretion, shall have the right to agree to such Transfer or decline to do so; (ii) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; (iii) the Third Party Provider shall not be an agent of ZOLL as a result of the Transfer; (iv) the Third Party Provider shall not receive, maintain, or transmit PHI on behalf of ZOLL, as a result of the Transfer; and (v) installation, if any, of such Third Party Products or Services by ZOLL shall constitute Professional Services, a condition of which shall be the execution of an Order for such Professional Services. Upon termination of Customer's agreement with a Third Party Provider pertaining to Third Party Products or Services, Customer immediately shall terminate Third Party Provider's access to the Products and Services and notify ZOLL thereof. If the Third Party Products or Services result in the sharing of Customer Content with Third Party Provider, Customer consents to the sharing by ZOLL and its affiliates of Customer Content with such Third Party Provider for the sole purpose of Third Party Provider's delivery of the Third Party Products or Services and represents that such sharing does not violate any agreement, law, regulation or other legal standard, including but not limited to any business associate agreement or other requirement of HIPAA. To the extent the Products or Services contain software owned by a third party for which ZOLL has a license agreement with a third party, the Products and Services and all rights granted

hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

9.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "Force Majeure Event"). In the event ZOLL's production is constrained because of any condition described in the preceding sentence, then ZOLL will have the right to allocate production and deliveries of Products and Services among its customers as ZOLL, in its discretion, determines.

9.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Online Customer Community; Survival. These Terms and Conditions, the Addenda, the Orders and any attachments, addenda and exhibits thereto (collectively, the "Agreement") constitute the entire agreement between the parties regarding the subject hereof and supersede all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Products and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. Neither party shall have any obligation to enter into any Order. Customer understands and agrees that its authorized representatives may participate in ZOLL's online customer community in accordance with the terms of such community. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 4 (Confidentiality), Section 5 (Indemnification), Section 6 (Limitation on Liability), Section 7 (Ownership), Section 8.3 (Effects of Termination) and Section 9 (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

AMENDMENT TO TERMS AND CONDITIONS

THIS AMENDMENT TO TERMS AND CONDITIONS (this "**Amendment**"), entered into as of the date on which both parties have signed below (the "**Effective Date**"), is by and between Escambia County, Florida (the "**Customer**") and ZOLL Data Systems, Inc. ("**ZOLL**").

RECITALS

WHEREAS, the parties are entering into an Order Form as of the Effective Date (the "**Order**");

WHEREAS, the parties desire to amend the terms and conditions available at https://www.zolldata.com/terms-and-conditions-zoll-data-management, as incorporated into the Order and future Order Forms between the parties ("**Terms and Conditions**"); and

WHEREAS, amendments contemplated by the parties must be contained in a written agreement signed by an authorized representative of each party against whom the amendments are to be enforced.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Amendment**. The Terms and Conditions are hereby amended as follows as of the Effective Date:

   a. Payment. The third and fourth sentences of Section 2 of the Terms and Conditions are hereby deleted and replaced in their entirety with the following:

      Payments and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act §§ 218.70, *et seq.*, Florida Statutes, as amended.

   b. Public Records. The following new Section 4.4 is hereby added immediately following Section 4.3 of the Terms and Conditions:

      4.4 Public Records. Notwithstanding anything herein to the contrary, the parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The parties shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The parties shall also ensure that any requested records or allow the records to be inspected within a reasonable time. The parties shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the parties agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event ZOLL fails to abide by the provisions of Chapter 119, Florida Statutes, the Customer may, without prejudice to any other right or remedy and after providing seven days written notice, during which period ZOLL still fails to allow access to such documents, terminate the Agreement. In such case, ZOLL shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the Customer may be deducted from any payments left owing ZOLL.

      IF ZOLL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ZOLL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

      Escambia County
      Office of the County Administrator
      221 Palafox Place, Suite 420
      Pensacola, Florida 32502
      (850) 595-4947

   c. Indemnification. Section 5.2 of the Terms and Conditions is hereby amended by inserting "To the extent permitted by law and subject to the limitations set forth in Section 768.28, Florida Statutes," immediately before "Customer shall indemnify" in the first line thereof.

   d. Non-Appropriation. The following new Section 8.4 is hereby added immediately following Section 8.3 of the Terms and Conditions

      8.4. Non-Appropriation. Notwithstanding anything herein to the contrary, Customer's obligations for the performance hereunder during any of Customer's future fiscal years are subject to the appropriation of funds for this Agreement in Customer's budget for such years by the legal entity responsible for such appropriation. In the event that such funds are not appropriated, then Customer shall have the right to terminate this Agreement as of the last fiscal year for which funds were appropriated by providing notice thereof to ZOLL at least 30 days in advance with reasonably sufficient documentation of such non-appropriation. Customer shall use reasonable efforts to ensure appropriated funds are available for this Agreement.

e. Assignments. The last sentence of Section 9.3 of the Terms and Conditions is hereby deleted and replaced in its entirety with the following:

> ZOLL may not assign this Agreement or any Order to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, or contract with any third party to provide part of any of the Products and Services without Customer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

f. Governing Law and Venue. Section 9.6 of the Terms and Conditions is hereby deleted and replaced in its entirety with the following:

> This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in Escambia County, Florida, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

2. **Miscellaneous**. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment. This Amendment constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. Except as expressly provided in this Amendment, all of the terms and provisions of the Terms and Conditions are and will remain in full force and effect and are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, each party has executed this Amendment on the date that appears below such party's name.

ZOLL DATA SYSTEMS, INC.	**ESCAMBIA COUNTY, FLORIDA**
By: _____	By: _____
Name:	Name: Lumon J. May, Chairman
Title:	Title: Chairman, Escambia County BCC
Date:	Date:

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-14-2019

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16155 **County Administrator's Report 12. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Purchase of Two Chevy Silverado 5500 HD WT (CK56403/GZX)
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two 2019 Chevy Silverado 5500 HD WT (CK56403/GZX) for the Waste Services Department - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the County to utilize the Sourcewell (formerly NJPA) Purchasing Contract 2019-120716-NAF, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval, for the purchase of two 2019 Chevy Silverado 5500 HD WT (CK56403/GZX); and

B. Authorize the Interim County Administrator to sign the Purchase Order to Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac, for two 2019 Chevy Silverado 5500 HD WT (CK56403/GZX), per the terms and conditions of solicitation VE 18-19.021, in the amount of $120,476 (each vehicle priced at $60,238).

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

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment]

BACKGROUND:

In accordance with Board policy adopted on September 16, 2013, regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules, or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the state purchase price, specifications for VE 18-19.021, Escambia County Waste Services Department purchase of Two 2019 Chevy Silverado 5500 HD WT (CK56403/GZX) was posted beginning February 15, 2019, for a period of 30 days. No solicitation responses were received.

BUDGETARY IMPACT:

Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia Count, Fl, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation

Quote from Alan Jay Ford

Paul Nobles, Manager
Office of Purchasing

The Waste Services Department of Escambia County, Florida desires to purchase:

Quantity: Two (2) ea.

Base Description: **VE 18-19.021**

Year: 2019 (0 mileage)

Model Chevy Silverado 5500 HD WT (CK56403/GZX)

Exterior Color: White

Interior Color: Darkest Color Vinyl

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required: (please see attached list for complete specifications)

Chevy Option Code	Description
L5D MWA	Engine, Duramax 6.6L Turbo Diesel V8, B20-Diesel compatible with Highway Service Transmission, Automatic close-ratio 6-Speed with double overdrive, Allison, A1700HS
CK56403	Crew Cab Model Upgrade (Includes 60” CA)
GZX	GVWR, 17,500 lbs. (Included with specification)
EM1	Wheelbase, 199”, 84” CA
AKO	Factory Deep Tint, Rear Doors and Back Glass Only
TG5	Single-Slot CD/MP3 Player
UZF	Back-Up Alarm
V76	Tow Hooks
YAN	Tires, rear 225/75/R19.5G traction blackwall (Continental)
PTX	Vehicle is not equipped with PTO provisions
PW PL	Power Windows/Power Locks (Standard on Double and Crew Cab model GM Trucks) (Does not include remote keyless entry)
NZZ	Factory Skid Plates
11 2YD	11-foot 2-3 Yard Dump 84” CA. Includes ground control tarp with spring loaded arm bars, ¼ cab shield, painted black with 12-guage steel contraction, single acting electric hoist, ICC bumper** (includes FHSMV-required chassis certification & manufacturer required PDI as “completed vehicle”.)**
CLIVWC D2B	HD Class IV Titan 2.5” Receiver, 7-pin wire harness, solid steel shank Rigid Draw Bar, 2 & 5/16” Ball, Pin & Clip.
GPTPA5200	Chevy Protection Plan – Powertrain Puls with after treatment (DEF) 5/200 ($0 Deductible)
No Temp	Temporary Tag Not Requested (County will handle tag work).

Delivery desired (from order date):

60 – 90 days

Posting Date	February 15, 2019
Due Date for Offers	March 19, 2019
Department Waste Services	Wes Moreno 937-2122
Fleet Maint.	Jamie Higdon 937-2123

VE 18-19.021 – Escambia County (Florida) Department of Waste Services 2019 Chevy Silverado 5500 HD WT (CK56403/GZX)

Offers for the sale of vehicles meeting the specifications for **VE 18-19.021 – Escambia County (Florida) Department of Waste Services 2019 Chevy Silverado 5500 HD WT (CK56403/GZX)** as listed will be accepted until **5:00 PM CDT on March 19, 2019.**

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be submitted electronically via Vendor Registry or may be mailed or delivered in a sealed envelope to:

The Office of Purchasing,
Attention: Jeffrey Lovingood, Purchasing Specialist
2nd Floor, Room 11.101,
Matt Langley Bell, III Bldg.,
213 Palafox Place,
Pensacola, Florida 32502

Envelope should be clearly marked with the Specification Number VE 18-19.021 – Escambia County (Florida) Department of Waste Services 2019 Chevy Silverado 5500 HD WT (CK56403/GZX) and the name of the Offeror.

Acceptable offers must meet the specifications of the vehicle or equipment.

A free Vendor Registry account can be created by visiting the following web site:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

Before payment can be made, provide the following as part of the delivery of the subject vehicle:

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual 2 copies
Parts manual 2 copies
Repair manual 2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

A. Statement of Origin
B. Warranty certifications
C. Copy of pre-delivery service report
D. DHSMV-82040, Application for certificate of title/registration.
E. Check for title - Payable to Janet Holley, Escambia County Tax Collector.
F. Title vehicle to: **ESCAMBIA COUNTY, FLORIDA**.
G. Sales tax exemption form (if required).
H. Forward all title work to:
Road Department/Fleet Division
ATTN: James Higdon
601 Hwy 297A
Cantonment, Florida 32533
I. Check for excess mileage (when applicable) - Payable to, Clerk of the Circuit Court.

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2019 Chevrolet Silverado HD (CK56043) 4WD Crew Cab

Interior:Dark Ash seats with Jet Black interior accents, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS

OPTIONS

CODE	MODEL
CK56043	[Fleet] 2019 Chevrolet Silverado HD (CK56043) 4WD Crew Cab
	OPTIONS
092	Rear axle, 4.30 ratio
1WT	Preferred Equipment Group
9L3	Spare tire delete
AE7	Seats, front 40/20/40 split-bench, 3-passenger
AKO	Glass, deep-tinted
C67	Air conditioning, single-zone

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EM1	Wheelbase, 199" (505.5 cm), 84" CA
FN1	Rear axle, 10,000 lb. (4,536 kg) Dana Spicer S14-110, single reduction
FTB	Front axle, 7,500 lbs., Dana Spicer 60-256, single-reduction, front driving
GAZ	Summit White
GR3	Rear suspension, 11,000 (4,990 kg) multi-leaf, vari-rate
GZX	GVWR, 17,500 lbs. (7938 kg)
H2Q	Dark Ash seats with Jet Black interior accents, Vinyl seat trim
103	Audio system, 4.2" diagonal color display
JL1	Trailer brake controller, integrated
LSD	Engine, Duramax 6.6L Turbo-Diesel VS, B20-Diesel compatible
MWA	Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS
NZZ	Skid Plate, steel, frame-mounted, protects the transfer case from the ground
PTX	Power Take-Off (PTO), not installed
PWQ	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted
R6G	26,000 lbs. GCWR (11,793 kg)
R9Y	Fleet Free Maintenance Credit
TG5	Single-slot CD/MP3 player
UY?	Trailering provisions, trailering wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.
UZF	Backup alarm
V76	Recovery hooks, front, frame-mounted, black
VQ2	Fleet Processing Option
XDL	Tires, front 225/70R19.5G highway blackwall Continental
YAN	Tires, rear 225/70R19.5G traction blackwall Continental
ZY1	Paint, solid
	SUBTOTAL
	Adjustments Total
	Tire Weight Tax

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Destination Charge

TOTAL PRICE

Standard Equipment

Mechanical

GVWR, 16,500 lbs. (7484 kg) (Silverado 4500HD Requires (FTB) 7.5k front axle/(FTV) suspension and (FN1) 10k rear axle or (GL4) 11 k rear axle and (GR3) 11k rear suspension.) (STD)

Emissions, 50 state certification

E is ions, USA 50 tified

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp@ 2700 rpm, 700 lb-ft torque@ 1600 rpm. 2900 rpm governed speed (STD)

Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.60 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C5B) 15,000 lbs. GVWR, (C7P) 16,000 lbs. GVWR, (C7R) 16,500 lbs. GVWR, (GZX) 17,500 lbs. GVWR, (GZJ) 18,000 lbs. GVWR or (GZG) 19,500 lbs. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg).) (STD)

Rear axle, 4.30 ratio

Wheelbase, 175" (444.5 cm), 60" CA (Requires (FOG) 49" axle to end of frame. Not available with (G40) 12,000lbs., (GP1) 13,500 lbs. or (GP8) 15,500 lbs. rear air suspension.) (STD)

Front axle, 7,500 lbs., Dana Spicer 60-256, single-reduction, front driving

Front suspension, 7,500 lbs. (3,402 kg) multi-leaf, includes shock absorbers

Rear axle, 11,000 lb. (4,999 kg) Dana Spicer S14-110, single reduction

Rear suspension, 11,000 (4,990 kg) multi-leaf, vari-rate (STD)

Transmission shift control calibration, fuel sense Performance

Axle, limited slip, Dana Spicer Truetrac, torque proportioning limited slip

Four wheel drive

Batteries, heavy-duty dual 1100 cold-cranking amps, includes battery box mounted to left side under cab

Alternator, 150 amps

Incomplete vehicle

Axle to End of Frame, 49" (Requires wheelbase (EM1) 199" or (FNV) 175".)

Axle lubricant, front, synthetic oil EmGard FE-75W-90

Axle lubricant, rear, synthetic oil EmGard FE -75W-90

Steering, power (Bosch S2 8014 Plus)

Brakes, hydraulic, heavy duty Bosch/Meritor/Wabco system with 4-channel (ABS) (Includes (J69) driveline park brake.)

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Mechanical

Fuel tank, rear only, 40 gallon, mounted between frame side rails and behind rear axle

Fuel, diesel 820

Capped Fuel Fill

Exhaust system, rear exit

Exterior

Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)

Tires, front 225/70R19.5G highway blackwall Continental (STD)

Tires, rear 225/70R19.5G highway blackwall Continental (STD)

Spare tire delete (STD)

Wheel, spare delete

Bumper, front, Black

Assist steps

Front fender extension, mold-in-color Black (Not available with (FNP) Body color front fender extension.)

Grille, base, molded in color, Black

Grille guard screen, insect protection (mounted behind grille)

Headlamps, halogen projector-beam

Lamps, cargo area, cab mounted with switch on center switch bank

Lamps, Smoked Amber roof marker

Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light

Tail lamp provisions, located outside of frame (Will be required with (F0C) 49" axle to end of frame and wheelbase (FQT, ED9, ER2, ED5, FNV or EM1) and rear mechanical suspension (FU?, GR3 or GR4). Will be required with (FOO) 63" axle to end of frame and wheelbase (ED9, ER2, ED5 or EM1) and rear air suspension (GP1, GP8 or G40). Will be required with (FOO) 63" axle to end of frame and wheelbase (ED9, ER2, ED5 or EM1) and rear mechanical suspension (FU?, GR3 or GR4) and (JL 1) trailer brake controller. Will be required with (FOK) 91" axle to end of frame and (FPN) 231" wheelbase. Will be required with (FOi) 75" axle to end of frame and wheelbase (ED5, EQB, ER2 or FRP) and (JL 1) trailer brake controller. Will be required with (FOG) 83" axle to end of frame, (FBC) 243" wheelbase and (JL 1) trailer brake controller.)

Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass

Glass, solar absorbing, tinted

Windows, power with driver express up and down and express down on all other windows

Antenna, fixed mast

Door handles, Black

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Entertainment

Audio system, 4.2" diagonal color display AM/FM stereo with USB port and auxiliary jack (Requires (AE?) front 40/20/40 split-bench seat Not available with (UE1) OnStar or (U2K) SiriusXM Radio.) (STD)

SiriusXM, delete

6-speaker audio system

Interior

Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)

Air conditioning, single-zone (STD)

Interior trim, Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)

Seat trim, Vinyl

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)

Seat Belt, Black

Floor covering, Graphite-colored rubberized-vinyl

Steering wheel, urethane

Steering column, manual Tilt-Wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Speedometer, miles/kilometers

Driver Information Center, 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information

Door locks, power

Cruise control, steering wheel-mounted

Mirror, inside rearview manual day/night

Visors, driver and front passenger, vinyl

Assist handle, front passenger and driver on A-pillars

Safety-Mechanical

Brake, parking, driveline park brake system

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

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Safety-Interior

Airbags, Single-stage frontal airbags for driver and front outboard passenger; Includes airbag deactivation switch for front outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Airbag deactivation switch, frontal passenger-side (Included and only available with (AK5) frontal, driver and right front passenger airbags.)

OnStar, delete

Horn, single-note

WARRANTY

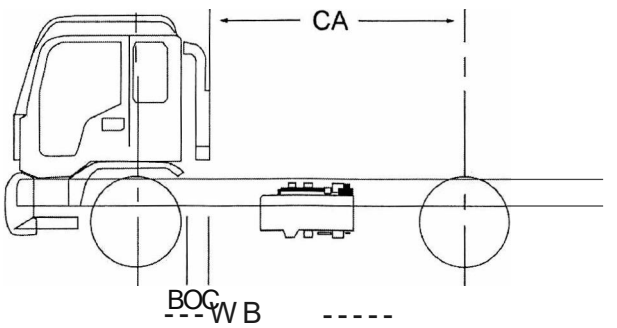
Warranty Note: « < Preliminary 2019 Warranty Note » >
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years (Allison Basic): 5
Drivetrain Years: 5
Drivetrain Miles/km (Allison Basic): Unlimited
Drivetrain Miles/km: 100,000
Drivetrain Note: Duramax Diesel
Corrosion Years (Rust-Through): 6
Corrosion Miles/km (Rust-Through): 100,000
Maintenance Note: 1 Year/1 Visit

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Weight Distribution

SPECIFICATION SUMMARY

Model#	CK56043
Truck/Tractor	
Wheelbase (WB)	199 in
Cab to Axle (CA)	84.09 in
Cab to Body/Swing Clear (BOC)	0.0 in
Body Length	0.0 ft
Body Weight	0.0 lbs
Cargo Weight	0.00 lbs
Front GAWR	7500lbs
RearGAWR	10000 lbs
GWJR	17500.00 lbs



CA: 84.09 in
BOC: 0.0 in
WB: 199 in

Fr%:	N/A	Rr¾:	NIA
Front Wt:	NIA	**Rear Wt:**	N/A

GAWR/GVWR	GVW	Remaining Payload Wt
17500.00 lbs	N/A	17,500.00 lbs

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Weight Distribution

SPECIFICATION DETAILS

	Front Axle	Rear Axle	Total
Actual			
Chassis	N/A	N/A	N/A
Body	0.00 lbs	0.00 lbs	0.0 lbs
Payload	0.00 lbs	0.00 lbs	0.00 lbs
Trailer			0.0 lbs
Totals	N/A	N/A	N/A
Capacity			
Axle	7500lbs	10000lbs	17500.00 lbs
Suspension	7500lbs	11000 lbs	18,500.00 lbs
Tire	N/A	N/A	N/A
Total Axle Rating	7500.00 lbs	10000.00 lbs	17500.00 lbs

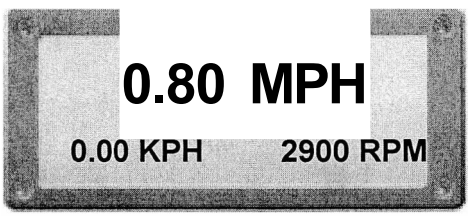
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Geared Road Speed

SPECIFICATION SUMMARY

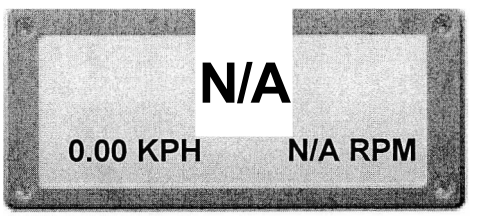
Model#	CK56043
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/-TBD-
Horsepower	350@ 2700
Starting Torque	**N/A**
Transmission Order Code	MWA
Model Manufacturer	Allison
Type	6-Speed Automatic
Second Hip Room	60.24 in
Rear Axle Order Code	RN1
Model Manufacturer	**N/A**
Weight Rating	10000lbs
Ratio:1	4.30
Rear Tires	225/?0R 19.5G
Revolutions/Mile Front	**N/A**
Revolutions/Mile Rear	**N/A**
Surface Type	Concrete
Desired Grade	2%

Geared Road Speed



0% Grade in gear

Actual Loaded Speed



2% Grade in gear

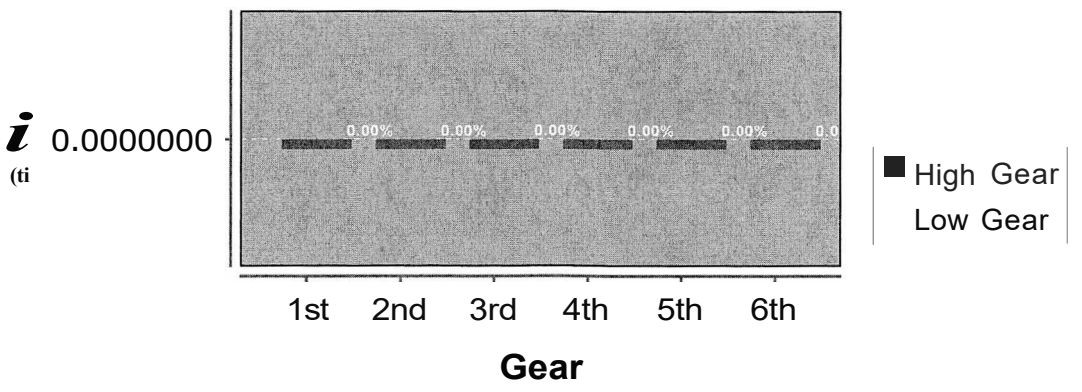
Note: Simulated speedometer appearance may not correspond with selected equipment.

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Gradeability Chart

SPECIFICATION SUMMARY

Model#	CK56043
Engine Order Code	LSD
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/-TBD-
Horsepower	350 @ 2700
	N/A
Transmission Order Code	MWA
Model Manufacturer	Allison
Type	tic
Second Hip Room	60.24 in
Rear Axle Order Code	FN1
Model Manufacturer	**N/A**
Weight Rating	10000lbs
Ratio:1	4.30
Rear Tires	225/70R19.5G
Revolutions/Mile Front	**NIA**
Revolutions/Mile Rear	**N/A**
Surface Type	Concrete
Desired Grade	2%



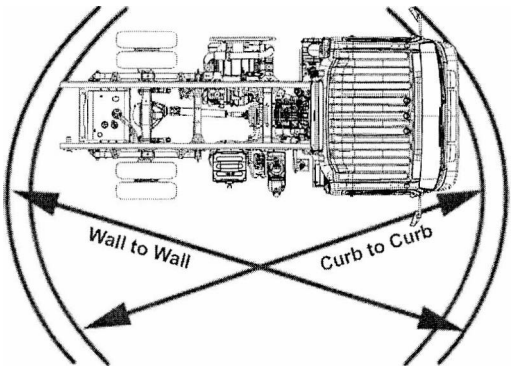
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Turning Circle

SPECIFICATION SUMMARY	
Model#	CK56043
Front Axle Order Code	FTB
Capacity (lbs)	7500lbs
Wheelbase Order Code	EM1
Wheelbase (in)	199 in
Front Wheel Order Code	
Size/Type (in)	19.5 x 6.75 in
Front Tire Order Code	XDL
Size/Type	225/70R19.5G

Wall to Wall (ft): N/A

Wall to Wall diameter is measured from the outermost part of the cab.



Curb to Curb (ft): N/A

Curb to Curb diameter is measured from the outside of the front tire.

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ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote **19287-1**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234		WWW.ALANJAY.COM	
Corporate Office	2003 U.S. 27 South	MOBILE 863-381-3411		Mailing Address	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221			Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
3/19/2019

QUICK QUOTE SHEET

REVISED QUOTE DATE
3/19/2019

REQUESTING AGENCY **ESCAMBIA COUNTY**
CONTACT PERSON **DENNIS RIGBY** EMAIL tdrigby@myescambia.com
PHONE **850-937-2166** MOBILE FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF

www.NationalAutoFleetGroup.com

MODEL CK56043 **MSRP** $54,085.00

2019 CHEVY SILVERADO MEDIUM DUTY CREW CAB 4WD 1WT 60"CA (CK56043)

CUSTOMER ID WASTE SERVICES **NJPA PRICE** $45,547.00

BED LENGTH 84" CA

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GAZ	EXTERIOR COLOR SUMMIT WHITE	$0.00
L5D MWA	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible with Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS	$0.00
GZX	GVWR, 17,500 lbs. (7938 kg) (Included with Specification)	$0.00
EM1	Wheelbase, 199" (505.5 cm), 84" CA	$175.00
AKO	FACTORY DEEP TINT, REAR WINDOWS ONLY	$195.00
TG5	SINGLE - SLOT CD/MP3 PLAYER (Requires I03)	$49.00
UZF	Back up alarm	$130.00
V76	TOW HOOKS	$20.00
YAN	Tires, rear 225/70R19.5G traction blackwall Continental	$375.00
PTX	VEHICLE IS NOT EQUIPPED WITH PTO PROVISIONS	$0.00
PW PL	PWR WINDOWS AND LOCKS (STD on Double and Crew Cab Model GM Trucks) (Does Not include remote keyless entry)	$0.00
CPO	SEE ATTACHED PRINT OUT FOR COMPLETE VEHICLE DETAILS	$0.00
NZZ	FACTORY SKID PLATES	$274.00
	FACTORY OPTIONS	**$1,218.00**

CONTRACT OPTIONS	DESCRIPTION	
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)	$0.00
DU 11-3	Rugby 11ft 2/3 Yard Eliminator 12" side dump with 6" cheater boards. Includes ground tarp control with spring loaded arm bars and ICC bumper (Includes Completed Vehicle Certification, 2nd Stage MSO, and Weight Slip)	$9,730.00
CLV	Class V Receiver hitch	$545.00
7 & 4	7 wire RV Plug with 4-wire flat combination plug	$105.00
D2B	DRAW BAR 2 5/16'' BALL PIN AND CLIP	$55.00
GPTPA5200	CHEVY PROTECTION PLAN Power Train Plus with after treatment (DEF) 5/200 ($0 Deductible)	$3,038.00
	CONTRACT OPTIONS	**$13,473.00**

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF **www.NationalAutoFleetGroup.com**

TRADE IN	**TOTAL COST**	**$60,238.00**
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	$0.00
	TOTAL COST LESS TRADE IN(S) QTY 2	**$120,476.00**

Estimated Annual payments for 60 months paid in advance: $13,250.91 Extended: $26,501.83
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **Chris Wilson** **FLEET SALES MANAGER** chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

CHRIS WILSON | 863-402-4234 | Chris.Wilson@alanjay.com

[Fleet] 2019 Chevrolet Silverado MD (CK56043) 4WD Crew Cab (3)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2019 Chevrolet Silverado MD (CK56043) 4WD Crew Cab — MSRP:$54,085.00

Interior:Dark Ash seats with Jet Black interior accents, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS

OPTIONS

CODE	MODEL	MSRP
CK56043	[Fleet] 2019 Chevrolet Silverado MD (CK56043) 4WD Crew Cab	$54,085.00
	OPTIONS	
092	Rear axle, 4.30 ratio	$0.00
1WT	Preferred Equipment Group	$0.00
9L3	Spare tire delete	$0.00
AE7	Seats, front 40/20/40 split-bench, 3-passenger	$0.00
AKO	Glass, deep-tinted	$200.00
C67	Air conditioning, single-zone	$0.00

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[Fleet] 2019 Chevrolet Silverado MD (CK56043) 4WD Crew Cab (3)

EM1	Wheelbase, 199" (505.5 cm), 84" CA	$180.00
FN1	Rear axle, 10,000 lb. (4,536 kg) Dana Spicer S14-110, single reduction	$0.00
FTB	Front axle, 7,500 lbs., Dana Spicer 60-256, single-reduction, front driving	$0.00
GAZ	Summit White	$0.00
GR3	Rear suspension, 11,000 (4,990 kg) multi-leaf, vari-rate	$0.00
GZX	GVWR, 17,500 lbs. (7938 kg)	$1,100.00
H2Q	Dark Ash seats with Jet Black interior accents, Vinyl seat trim	$0.00
IO3	Audio system, 4.2" diagonal color display	$0.00
JL1	Trailer brake controller, integrated	$275.00
L5D	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible	$0.00
MWA	Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS	$0.00
NZZ	Skid Plate, steel, frame-mounted, protects the transfer case from the ground	$275.00
PTX	Power Take-Off (PTO), not installed	$0.00
PWQ	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted	$0.00
R6G	26,000 lbs. GCWR (11,793 kg)	$0.00
R9Y	Fleet Free Maintenance Credit	($65.00)
TG5	Single-slot CD/MP3 player	$50.00
UY7	Trailering provisions, trailering wire harness only, trailer combined (Stop/Tail/Turn) connection socket and harness mounted at rear of frame.	$30.00
UZF	Backup alarm	$135.00
V76	Recovery hooks, front, frame-mounted, black	$25.00
VQ2	Fleet Processing Option	$0.00
XDL	Tires, front 225/70R19.5G highway blackwall Continental	$0.00
YAN	Tires, rear 225/70R19.5G traction blackwall Continental	$180.00
ZY1	Paint, solid	$0.00
	SUBTOTAL	**$56,470.00**
	Adjustments Total	$0.00
	Tire Weight Tax	$26.64

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[Fleet] 2019 Chevrolet Silverado MD (CK56043) 4WD Crew Cab (3)

Destination Charge	$1,495.00
TOTAL PRICE	**$57,991.64**

Standard Equipment

Mechanical

	GVWR, 16,500 lbs. (7484 kg) (Silverado 4500HD Requires (FTB) 7.5k front axle/(FTV) suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension.) (STD)
	Emissions, 50 state certification
	Emissions, USA 50 State certified
	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible 350 hp @ 2700 rpm, 700 lb-ft torque @ 1600 rpm. 2900 rpm governed speed (STD)
	Highway Service Transmission, Automatic close-ratio 6 SPD with double overdrive, Allison, A1700HS ratios: 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.60 6TH Highway Series, 19.5K GVW & 26K GCW Max., requires PTX and park pawl. Available with GVWs less than or equal to 19.5K (Requires (C5B) 15,000 lbs. GVWR, (C7P) 16,000 lbs. GVWR, (C7R) 16,500 lbs. GVWR, (GZX) 17,500 lbs. GVWR, (GZJ) 18,000 lbs. GVWR or (GZG) 19,500 lbs. GVWR. Requires (R6G) 26,000 lb. GCWR (11,793 kg).) (STD)
	Rear axle, 4.30 ratio
	Wheelbase, 175" (444.5 cm), 60" CA (Requires (F0C) 49" axle to end of frame. Not available with (G40) 12,000lbs., (GP1) 13,500 lbs. or (GP8) 15,500 lbs. rear air suspension.) (STD)
	Front axle, 7,500 lbs., Dana Spicer 60-256, single-reduction, front driving
	Front suspension, 7,500 lbs. (3,402 kg) multi-leaf, includes shock absorbers
	Rear axle, 11,000 lb. (4,999 kg) Dana Spicer S14-110, single reduction
	Rear suspension, 11,000 (4,990 kg) multi-leaf, vari-rate (STD)
	Transmission shift control calibration, fuel sense Performance
	Axle, limited slip, Dana Spicer Truetrac, torque proportioning limited slip
	Four wheel drive
	Batteries, heavy-duty dual 1100 cold-cranking amps, includes battery box mounted to left side under cab
	Alternator, 150 amps
	Incomplete vehicle
	Axle to End of Frame, 49" (Requires wheelbase (EM1) 199" or (FNV) 175".)
	Axle lubricant, front, synthetic oil EmGard FE-75W-90
	Axle lubricant, rear, synthetic oil EmGard FE -75W-90
	Steering, power (Bosch S2 8014 Plus)
	Brakes, hydraulic, heavy duty Bosch/Meritor/Wabco system with 4-channel (ABS) (Includes (J69) driveline park brake.)

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[Fleet] 2019 Chevrolet Silverado MD (CK56043) 4WD Crew Cab (3)

Mechanical	
	Fuel tank, rear only, 40 gallon, mounted between frame side rails and behind rear axle
	Fuel, diesel B20
	Capped Fuel Fill
	Exhaust system, rear exit
Exterior	
	Wheels, 19.5" x 6.75", steel, Black painted, 8-holes, hub piloted (STD)
	Tires, front 225/70R19.5G highway blackwall Continental (STD)
	Tires, rear 225/70R19.5G highway blackwall Continental (STD)
	Spare tire delete (STD)
	Wheel, spare delete
	Bumper, front, Black
	Assist steps
	Front fender extension, mold-in-color Black (Not available with (FNP) Body color front fender extension.)
	Grille, base, molded in color, Black
	Grille guard screen, insect protection (mounted behind grille)
	Headlamps, halogen projector-beam
	Lamps, cargo area, cab mounted with switch on center switch bank
	Lamps, Smoked Amber roof marker
	Lamps, rear, stop/turn/backup (1-piece assembly) with license plate light
	Tail lamp provisions, located outside of frame (Will be required with (F0C) 49" axle to end of frame and wheelbase (FQT, ED9, ER2, ED5, FNV or EM1) and rear mechanical suspension (FU7, GR3 or GR4). Will be required with (F0D) 63" axle to end of frame and wheelbase (ED9, ER2, ED5 or EM1) and rear air suspension (GP1, GP8 or G40). Will be required with (F0D) 63" axle to end of frame and wheelbase (ED9, ER2, ED5 or EM1) and rear mechanical suspension (FU7, GR3 or GR4) and (JL1) trailer brake controller. Will be required with (F0K) 91" axle to end of frame and (FPN) 231" wheelbase. Will be required with (F0I) 75" axle to end of frame and wheelbase (ED5, EQB, ER2 or FRP) and (JL1) trailer brake controller. Will be required with (F0G) 83" axle to end of frame, (FBC) 243" wheelbase and (JL1) trailer brake controller.)
	Mirrors, outside high-visibility vertical camper-style, Black with manual folding and extension and lower convex spotter glass
	Glass, solar absorbing, tinted
	Windows, power with driver express up and down and express down on all other windows
	Antenna, fixed mast
	Door handles, Black

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[Fleet] 2019 Chevrolet Silverado MD (CK56043) 4WD Crew Cab (3)

Entertainment	
	Audio system, 4.2" diagonal color display AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat. Not available with (UE1) OnStar or (U2K) SiriusXM Radio.) (STD)
	SiriusXM, delete
	6-speaker audio system
Interior	
	Seats, front 40/20/40 split-bench, 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)
	Air conditioning, single-zone (STD)
	Interior trim, Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)
	Seat trim, Vinyl
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)
	Seat Belt, Black
	Floor covering, Graphite-colored rubberized-vinyl
	Steering wheel, urethane
	Steering column, manual Tilt-Wheel
	Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Speedometer, miles/kilometers
	Driver Information Center, 3.5-inch diagonal monochromatic display, provides warning messages and basic vehicle information
	Door locks, power
	Cruise control, steering wheel-mounted
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger, vinyl
	Assist handle, front passenger and driver on A-pillars
Safety-Mechanical	
	Brake, parking, driveline park brake system
Safety-Exterior	
	Daytime Running Lamps, with automatic exterior lamp control

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[Fleet] 2019 Chevrolet Silverado MD (CK56043) 4WD Crew Cab (3)

Safety-Interior

	Airbags, Single-stage frontal airbags for driver and front outboard passenger; Includes airbag deactivation switch for front outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	Airbag deactivation switch, frontal passenger-side (Included and only available with (AK5) frontal, driver and right front passenger airbags.)
	OnStar, delete
	Horn, single-note

WARRANTY

Warranty Note: <<< Preliminary 2019 Warranty Note >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years (Allison Basic): 5
Drivetrain Years: 5
Drivetrain Miles/km (Allison Basic): Unlimited
Drivetrain Miles/km: 100,000
Drivetrain Note: Duramax Diesel
Corrosion Years (Rust-Through): 6
Corrosion Miles/km (Rust-Through): 100,000
Maintenance Note: 1 Year/1 Visit

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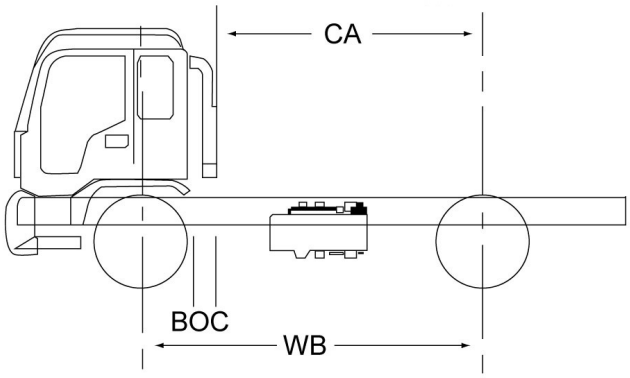
ALAN JAY FLEET SALES

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[Fleet] 2019 Chevrolet Silverado MD (CK56043) 4WD Crew Cab (3)

Weight Distribution

SPECIFICATION SUMMARY	
Model #	CK56043
Truck/Tractor	
Wheelbase (WB)	199 in
Cab to Axle (CA)	84.09 in
Cab to Body/Swing Clear (BOC)	0.0 in
Body Length	0.0 ft
Body Weight	0.0 lbs
Cargo Weight	0.00 lbs
Front GAWR	7500 lbs
Rear GAWR	10000 lbs
GVWR	17500.00 lbs



CA: 84.09 in

BOC: 0.0 in

WB: 199 in

Fr%:	**N/A**
Front Wt:	**N/A**

Rr%:	N/A
Rear Wt:	**N/A**

GAWR/GVWR	GVW	Remaining Payload Wt
17500.00 lbs	N/A	17,500.00 lbs

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[Fleet] 2019 Chevrolet Silverado MD (CK56043) 4WD Crew Cab (3)

Weight Distribution

SPECIFICATION DETAILS

	Front Axle	Rear Axle	Total
Actual			
Chassis	N/A	N/A	N/A
Body	0.00 lbs	0.00 lbs	0.0 lbs
Payload	0.00 lbs	0.00 lbs	0.00 lbs
Trailer			0.0 lbs
Totals	**N/A**	**N/A**	**N/A**
Capacity			
Axle	7500 lbs	10000 lbs	17500.00 lbs
Suspension	7500 lbs	11000 lbs	18,500.00 lbs
Tire	N/A	N/A	N/A
Total Axle Rating	7500.00 lbs	10000.00 lbs	17500.00 lbs

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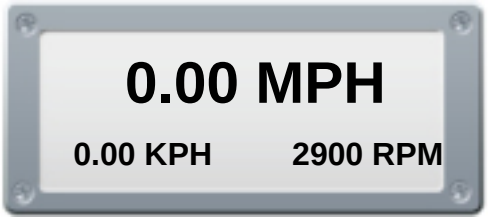
[Fleet] 2019 Chevrolet Silverado MD (CK56043) 4WD Crew Cab (3)

Geared Road Speed

SPECIFICATION SUMMARY

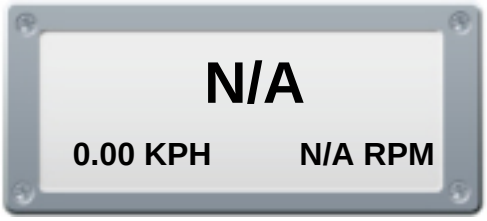
Model #	CK56043
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/-TBD-
Horsepower	350 @ 2700
Starting Torque	N/A
Transmission Order Code	MWA
Model Manufacturer	Allison
Type	6-Speed Automatic
Second Hip Room	60.24 in
Rear Axle Order Code	FN1
Model Manufacturer	N/A
Weight Rating	10000 lbs
Ratio:1	4.30
Rear Tires	225/70R19.5G
Revolutions/Mile Front	N/A
Revolutions/Mile Rear	N/A
Surface Type	Concrete
Desired Grade	2%

Geared Road Speed



0% Grade in gear

Actual Loaded Speed



2% Grade in gear

Note: Simulated speedometer appearance may not correspond with selected equipment.

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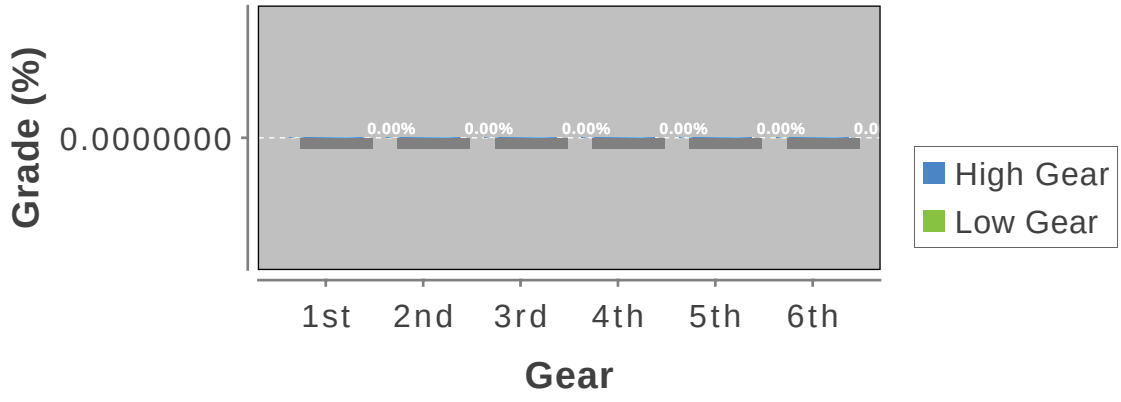
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[Fleet] 2019 Chevrolet Silverado MD (CK56043) 4WD Crew Cab (3)

Gradeability Chart

SPECIFICATION SUMMARY

Model #	CK56043
Engine Order Code	L5D
Model Manufacturer	Duramax
Type	Turbocharged Diesel V8
Displacement	6.6L/-TBD-
Horsepower	350 @ 2700
Starting Torque	N/A
Transmission Order Code	MWA
Model Manufacturer	Allison
Type	6-Speed Automatic
Second Hip Room	60.24 in
Rear Axle Order Code	FN1
Model Manufacturer	N/A
Weight Rating	10000 lbs
Ratio:1	4.30
Rear Tires	225/70R19.5G
Revolutions/Mile Front	N/A
Revolutions/Mile Rear	N/A
Surface Type	Concrete
Desired Grade	2%



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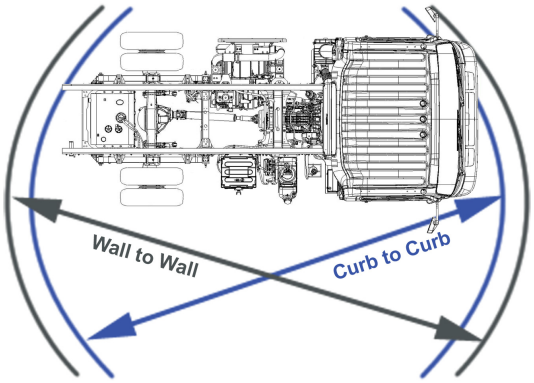
Turning Circle

SPECIFICATION SUMMARY

Model #	CK56043
Front Axle Order Code	FTB
Capacity (lbs)	7500 lbs
Wheelbase Order Code	EM1
Wheelbase (in)	199 in
Front Wheel Order Code	
Size/Type (in)	19.5 x 6.75 in
Front Tire Order Code	XDL
Size/Type	225/70R19.5G

Wall to Wall (ft): N/A

Wall to Wall diameter is measured from the outermost part of the cab.



Curb to Curb (ft): N/A

Curb to Curb diameter is measured from the outside of the front tire.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16247 **County Administrator's Report 12. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Contract Award for Re-Solicitation Livestock Collection and Boarding Services Contract
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Re-Solicitation Livestock Collection and Boarding Services Contract - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Interim County Administrator to sign the following:

A. Livestock Collection and Boarding Agreement between Escambia County and Josh Weekley, per the terms and conditions of PD 18-19.035, Re-Solicitation Livestock Collection and Boarding Services Contract for an estimated annual amount of $30,000; and

B. Livestock Collection Truck and Trailer Agreement between Escambia County and Josh Weekley, per the terms and conditions of PD 18-19.035, Re-Solicitation Livestock Collection and Boarding Services Contract, for the lease of a 2012 Chevrolet 3500 Truck, VIN 1GC4KZCG5CF231471, for a fee of $1.00 per year.

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

BACKGROUND:

PD 18-19.014, Livestock Collection and Boarding Services Contract was originally advertised on January 22, 2019. Two submittals were received on February 7, 2019. Both submittals were non-responsive to the bid documents. PD 18-19.035, Re-Solicitation Livestock Collection and Boarding Services Contract was advertised on March 18, 2019. One submittal was received. Cowboy Express by Josh Weekley was the only response and responsive to the bid documents.

BUDGETARY IMPACT:

Fund 101, Animal Control Fund, Cost Center 250207, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreements were prepared by Kia Johnson, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Board of Ordinances Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreements and the Purcase order. Animal Control will have administrative oversight of the agreements.

Attachments

Livestock Collection Service Agreement

Livestock Collection Truck & Trailer Lease Agreement

Original Solicitation

Cowboy Express Submittal

AGREEMENT FOR LIVESTOCK COLLECTION AND BOARDING SERVICES

THIS AGREEMENT, made and entered into on this ____ day of _____, 2019, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Josh Weekley (hereinafter referred to as “Contractor”), whose principal address is 9855 Rebel Road, Pensacola, Florida 32526.

WITNESSETH:

WHEREAS, the County requires certain services related to the collection, impoundment and disposition of straying, nuisance or abused/neglected livestock animals within the unincorporated areas of Escambia County; and

WHEREAS, the Contractor is qualified to perform such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for livestock collection and boarding services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and Contractor agree as follows:

1) Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2) Definitions. The following definitions shall apply to the terms of this agreement:

a) “Livestock” shall include all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.

b) “Owner” shall include any person, association, firm, or corporation, natural or artificial, owning or having custody of or in charge of livestock.

c) “Livestock running at large” or “straying” shall mean any livestock found or being on any public land, or land belonging to a person other than the owner of the livestock, without the landowner’s permission, and posing a threat to public safety.

d) “Public roads” as used herein shall mean those roads within the state which are, or may be, maintained by the state, a political subdivision of the state, or a municipality, including the full width of the right-of-way, except those

maintained, and expressly exempted from provisions of this chapter, by ordinance of the county or municipality having jurisdiction.

3) Contractor agrees to perform in accordance with the scope of work as provided herein.

4) Contractor hereby covenants and agrees to undertake and to fulfill the duties, obligations and responsibilities of restraining and transporting all livestock and straying animals on the public roads (as defined above) within Escambia County, Florida, and those found or reported "running at large" (as defined above) within said County.

5) Contractor hereby covenants and agrees to undertake and to fulfill the duties, obligations and responsibilities of restraining and transporting all livestock taken into custody by County or any agent of the County as part of an animal cruelty investigation.

6) Contractor agrees to provide the suitable shelter and holding areas for livestock animals impounded pursuant to this agreement pending further disposition. The site may be inspected by Escambia County.

7) Contractor agrees to provide the proper care and required feed for all animals impounded. Appropriate care for all livestock in custody pursuant to this agreement will be provided in accordance with Chapter 588, Florida Statutes, and the generally accepted standards of care for each specific type of animal maintained in custody. Animals shall be fed in accordance with Chapter 588, Florida Statutes, and as deemed appropriate, in accordance with all facts and circumstances, including the state of health and malnourishment of the animal.

8) Contractor agrees to remove all dead livestock and large animals from the public rights-of-way upon receiving notification from ECSO and/or County and make appropriate arrangements for disposal.

9) In the event of the death of any animal in custody, Contractor shall obtain a written statement of the cause of death from a licensed veterinarian. Autopsies are not authorized unless authorized in advance. Contractor shall make appropriate arrangements for disposal.

10) Contractor must obtain prior approval from County for veterinary services or other services or expenses not covered in this agreement. In the event of an emergency, Contractor shall notify County of any expenses incurred within 24 hours. Payment for and/or reimbursement for any such services or expenditures may be denied if not properly authorized pursuant to this provision.

11) Contractor or designee shall agree to be available at all times, meaning on a twenty-four (24) hours each day, seven (7) days a week basis. Contractor will provide manpower for constant coverage and will keep the Escambia County Division of Animal Control

("Animal Control") and the Escambia County Sheriff's Office ("ECSO") informed of all contact information for any persons providing assistance to Contractor.

12) Contractor acknowledges that a prompt and timely response to calls for service is of paramount importance to fulfilling the duties described in this Agreement. Accordingly, Contractor agrees to provide Animal Control and ECSO with all relevant contact information. Contractor is obligated to respond to the relevant dispatch center within (15) minutes of receiving a call or page, and will be in service to respond within (30) minutes of receiving the call. Contractor or his designee will answer each call in an expeditious manner.

13) Contractor shall not enter private property to capture livestock unless accompanied by an Escambia County Deputy Sheriff and/or Escambia County Animal Control Officer.

14) Contractor, with the assistance of the responding deputy/officer will make reasonable attempts to identify and notify the owner of the livestock. In the event Contractor and the responding deputy/officer are unable to locate the owner, Contractor, with the assistance of the responding deputy/officer, will impound the animal.

15) In the event of any accident or unforeseen injury (personal injuries, animal injuries, property damage) while responding to a call for service, Contractor shall immediately notify County.

16) In the event County determines Contractor has demonstrated a pattern of failing to respond to such calls for service, the County shall have the right to forego the monthly payment for any month during which inadequate response to calls for service has been rendered.

17) Contractor shall maintain a monthly report that shall be provided to Escambia County Animal Control no later than the 10th of each calendar month. At a minimum, the report shall provide the following:

a) Description of animal, including any brand, tattoo or other identifiable characteristics;

b) Date and place of capture;

c) Date and place of impoundment;

d) If unclaimed, the date of transfer to public livestock market and/or date of public sale;

e) Mileage incurred as a result of transporting livestock animals pursuant to this agreement;

f) Itemization of all expenses incurred as a result of impounding livestock animals pursuant to this agreement.

18) In the event that the owner produces satisfactory proof of ownership and desires to redeem an impounded animal, the owner is responsible for the costs of storage, veterinarian services, and notice publication costs. Contractor will direct the owner to the County for payment of fees incurred. Contractor will release impounded livestock to the owner only after the owner provides proof that all required fees have been paid in full to County.

19) In the event any impounded livestock is to be sold at a public sale, Contractor will provide assistance in conducting the sale as directed by ECSO and/or County.

20) Contractor agrees to prepare and transport all livestock for sale once the livestock have been declared abandoned and after all appropriate notices have been given. If Contractor is notified that an animal is to be sold at auction, Contractor will transport the livestock to the nearest livestock auction yard and request that the auction remit any proceeds of the sale to County, along with a full and accurate description of the livestock sold or disposed of, to whom, and the sale price therefor.

21) All fees and revenues obtained from the impounding, apprehending, holding or sale of livestock by Contractor shall be submitted to County accompanied by a report detailing the sums collected.

22) In exchange for the services described herein, County agrees to pay Contractor one thousand five hundred thirty dollars ($1,530.00) per month and the following impoundment fees for each animal impounded pursuant to this Agreement:

Animal	Fee
Small animals (e.g. goats, sheep, pigs, hogs)	$10.00 p/day
Large animals (e.g. cows, horses, mules, donkeys)	$12.00 p/day
Stud Horses	$16.00 p/day

23) On a monthly basis, Contractor shall submit all reports, requests for payment with appropriate supporting documentation, and any revenue obtained pursuant to the performance of this Agreement to:

John Robinson
Escambia County Animal Services

200 W. Fairfield Dr, Pensacola, FL 32501
Pensacola, Florida 32501
(850) 595-3078

24) County shall provide a truck and trailer for the use in the performance of the duties and responsibilities set forth in this agreement. The County truck and trailer shall be kept on the county lot closest to the Contractor. Contractor shall execute a separate lease agreement for use of the County truck and trailer. Use of County's truck and trailer shall be limited to services performed pursuant to this agreement. The truck and trailer, as well as any other County equipment, utilized by Contractor in the performance of the duties provided herein shall be properly maintained at the County's expense. The Contractor shall provide Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles as provided for in Paragraph 28 of this Agreement.

25) County shall provide fuel for the performance of the duties provided herein.

25) It is mutually understood and agreed that this contract shall commence as of the date both parties have signed this Agreement and shall continue in effect for twelve (12) months. The Contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months, upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners. In the event that neither party indicates an intention to withdraw from this agreement at the conclusion of the contract term, the provisions of this contract will be extended for an additional six (6) month period.

26) Either party may terminate this agreement at any time by providing the other party with at least thirty (30) days written notice of intention to terminate via certified mail.

27) Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of

insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

28) Insurance. The Contractor is required to carry the following insurance:

a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

c) Excess or Umbrella Liability coverage.

d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation Law.

e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County on both the CGL and Auto policies and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

29) In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold himself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

30) Contractor represents that he has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement. All actions undertaken by Contractor pursuant to this agreement shall be in accordance with all applicable federal and state laws, regulations, and rules.

31) Contractor shall not engage in, or offer to engage in, any business arrangement with any person or business that arises from or is related to the performance of any service pursuant to this agreement. Contractor may not seek or accept any remuneration or payment of any kind or type from anyone other than County for performing any services pursuant to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the respective dates under each signature. Escambia County, Florida, through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Josh Weekley, duly authorized to execute same.

COUNTY:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____

Its: _____

Date: _____

Witness: _____

Witness: _____

CONTRACTOR:

_____
Josh Weekley

Date**:** _____

Witness: _____

Witness: _____

LEASE AGREEMENT FOR LIVESTOCK COLLECTION TRUCK AND TRAILER

THIS AGREEMENT is made and entered into this ___ day of _____, 2019 ("Effective Date"), by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and Josh Weekley (hereinafter referred to as "Operator"), whose principal address is 9855 Rebel Road, Pensacola, Florida 32526.

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Florida and has acquired certain vehicle(s) for the provision of livestock collection services; and

WHEREAS, on _____, 2019, the County entered into an Agreement with the Operator for the purpose of providing livestock collection services to Escambia County, as required by Chapter 588, Florida Statues; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interests of the County and the public to lease certain vehicle(s) to the Operator to be used for livestock collection services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County shall lease certain vehicle(s) to the Operator in accordance with the following terms and conditions:

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. Property Leased. The County agrees to lease to Operator, certain vehicle(s), a truck and a trailer, more particularly described in the Schedule of Vehicles attached hereto as Exhibit A (the "Vehicle(s)").

3. Acceptance. Upon delivery of the Vehicle(s), the parties shall jointly execute a vehicle acceptance document detailing the condition of each vehicle. Prior to the commencement of the Contractor's responsibilities under the Contract, Contractor shall have the right to inspect all vehicle(s) and any equipment covered in the Agreement and shall verify that all vehicle(s) and equipment are in safe operation and good running order. In the event the initial inspection reveals that any of the vehicle(s) or equipment are not in good running order, or that adequate maintenance records have not been kept, the County shall be responsible for those inoperable items at a cost to the County. Upon acceptance, the Operator shall assume all risk and responsibility for the Vehicle(s) until such time that the Vehicle(s) are returned to the County. The Vehicle(s) shall be returned to the County in the same condition as originally delivered, ordinary wear and tear excepted.

4. Use of Vehicle(s). The Operator may use the Vehicle(s) solely for the purpose of providing services in Escambia County as set forth in the parties' Agreement to Provide Livestock Collections Services dated _____, 2019. No other use of the Vehicle(s) shall be authorized without the prior written consent of the County. The Operator shall operate the Vehicle(s) in accordance with all applicable provisions of provisions of federal, state, and local laws and regulations.

5. Lease Fee. The Operator shall pay to County a lease fee in the sum of $1.00 per year. The first year's fee shall be paid within forty-five days of the execution of this Lease. For each year thereafter, fees shall be paid no later than the anniversary of the Effective Date of the Agreement.

6. Term. This Agreement shall commence upon the Effective Date and continue for a period twelve (12) months. Thereafter, the lease may be extended for up to three (3) additional twelve month terms, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal should result in any changes to the terms and conditions of the Agreement, including any amendment to the Schedule of Vehicle(s), such changes shall be reduced to writing as an addendum to the Agreement and executed by both parties.

7. Maintenance. The County shall be responsible for the quality and workmanship of all repairs and maintenance to the Vehicle(s) and nothing herein shall relieve the County of its obligation to properly maintain the Vehicle(s). The burden is on the Operator to notify the County of any necessary repairs and to schedule with the County said repairs. The County shall be responsible, at its sole cost, for the following:

(a) Lubricants and repairs, including all labor and parts required to keep the Vehicle(s) in a safe operating condition.
(b) Maintenance and repairs, including all labor and parts required to keep the Vehicle(s) in a safe operating condition.
(c) Regular interior and exterior washing and cleaning.
(d) Road service for any mechanical failures.
(e) Repair of any interior or exterior damage.

Operator shall not be responsible for any mechanical failures or interior and exterior damage caused by County employees.

All repairs and maintenance shall be performed by personnel with the requisite experience and skill necessary to perform such work, and all such work shall be performed in a good workmanlike manner in accordance with the generally accepted industry standards of quality.

8. Right of Inspection. The County reserves the right to inspect and observe the use of the Vehicle(s) at any time; provided that such inspection and observation does not unreasonably interfere with the Operator's ability to perform livestock services.

9. Maintenance Program. The Operator shall coordinate maintenance of the Vehicle(s) with the County in accordance with the applicable factory authorized maintenance program. This program shall meet or exceed the manufacturer's recommended or specified guidelines and shall include all add-on equipment, if any, supplied with the Vehicle(s). When maintenance requirements are specified by the manufacturer for different service categories (such as "normal service" and "severe service") then the most stringent guidelines shall be used by the Operator.

All parts and materials, including lubricants and fuel, used in maintaining or operating the Vehicle(s) shall be in accordance with the Vehicle's manufacturer's specifications for said parts and materials. Such parts and materials shall be subject to the County's inspection and approval.

10. Vehicle Files. The Operator shall be required to prepare and keep Vehicle files by vehicle identification number (VIN), documenting each Vehicle's maintenance history including, but not limited to, preventative maintenance, scheduled, maintenance, inspections, parts, usage, unscheduled maintenance, and accident repairs. Said files shall be kept current throughout the duration of the Agreement and a copy shall be provided to the County upon request and upon the termination or expiration of the Agreement. The County shall have unrestricted access to all Vehicle(s) maintenance records during the term of this Agreement.

11. Vehicle(s) Safety Inspection. The Operator shall be responsible for compliance with any state or local vehicle inspection programs. The costs of said inspections and any maintenance or repairs required to comply with the inspections shall be the responsibility of the Operator. In the event that the County or any governmental agency imposes additional requirements for vehicle safety other than those already in existence on the effective date of this Agreement, which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the vehicles, Operator and County shall negotiate price increases applicable to such equipment installation and any associated increase in vehicle maintenance costs.

12. Indemnification. The Operator shall hold harmless, indemnify and defend Escambia County, elected and appointed officials, employees, representatives and agents from and against any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with Operator's use or possession of the Vehicle(s) or by any person, firm, or corporation for whom Operator is legally liable. Operator'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 Operator or by any person, firm, or corporation for whom Operator is legally liable, and Operator shall not be required to indemnify, hold harmless, and defend 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.

Operator agrees that such indemnification 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. The Operator'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 or insurance.

The Operator agrees to pay on behalf of the 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 as described herein. 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.

13. Insurance. During the term of this Lease, the Operator shall purchase and maintain in full effect the following policies of insurance:

a. Commercial general liability insurance policy covering all acts of the Operator in managing and implementing the activities described herein with $1,000,000 per occurrence, to include coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

b. Business Automobile Liability insurance coverage with $1,000,000 per occurrence, to include bodily injury and property damage arising out of operation, maintenance or use of any, scheduled, all owned, hired and non-owned vehicles.

c. Excess or Umbrella Liability Coverage.

d. Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation Law.

e. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. Operator shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" on both the CGL and Auto policies and the certificate holder. Certificates must be mailed to Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

The Operator required coverage shall be considered primary and all other insurance shall be considered as excess, over and above the Operator's coverage. The Operator's policies of coverage will be considered primary as related to all provisions of the Agreement.

14. Termination. This Agreement may be terminated by either party for cause or for convenience upon sixty (60) days written notice by the terminating party. The County shall be paid all rent due and owing to the date of termination.

Within thirty (30) days after the date of termination, Operator shall repair any damage, excepting normal wear and tear, and return all Vehicle(s) to the County in good condition. The Operator shall be responsible for any costs incurred for such repair and restoration of the Vehicle(s).

15. Theft or Destruction of Vehicle(s). The Operator shall be solely responsible for any and all losses associated with the theft or destruction of the Vehicle(s) or the rendering of the Vehicle(s) unsuitable for their intended use, including, but not limited to, damage due to burglary, vandalism, fire, riot, insurrection, act of God, accident, or any other casualty.

The Operator shall promptly report to the County any damage to the Vehicle(s) due to accident or other casualty within twenty four (24) hours.

16. No Property Interest in Vehicle(s). The Vehicle(s) shall be titled and remain in the name of the County. The Operator shall acquire no property interest in the Vehicle(s) by virtue of, or operation of, this Agreement, and the Vehicle(s) shall remain the property of the County throughout the term of this Agreement. The Operator shall not disturb, remove or obstruct any County property tags, labels or other signage affixed to the Vehicle(s).

17. Public Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

18. Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed.

19. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

20. Headings. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

21. 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.

22. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

23. Severability. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with governing law, 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.

24. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

25. Notices, Rent, Correspondence. Rent, notices and correspondence to the County and Operator under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:
John Robinson
Escambia County, Florida
200 W. Fairfield Drive
Pensacola, Florida 32501

OPERATOR:
Josh Weekley
9855 Rebel Road
Pensacola, Florida 32526

Notices will be delivered personally, by overnight courier, or by U.S. Mail. Notices

delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight courier will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

26. Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Amendment. No modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

28. Governing Law. This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, 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.

29. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the respective dates under each signature. Escambia County, Florida, through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Josh Weekley, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____

Its: _____

Date: _____

Witness: _____

Witness: _____

CONTRACTOR:

_____
Josh Weekley

Date**:** _____

Witness: _____

Witness: _____

EXHIBIT “A”

SCHEDULE OF VEHICLES

Type	Year	Make	Model	VIN Number
Truck	2012	Chevrolet	3500 Truck	1GC4KZG5CF231471

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

PD 18-19.035 RE-SOLICITATION LIVESTOCK COLLECTION AND BOARDING SERVICES CONTRACT
SPECIFICATION NUMBER PD 18-19.035

BIDS WILL BE RECEIVED UNTIL 2:00 p.m., CST, April 2, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Robert R. Bender
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4918
E-Mail: prnobles@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
RE-SOLICITATION LIVESTOCK COLLECTION AND BOARDING SERVICES CONTRACT
SPECIFICATION PD 18-19.035

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.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance

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.

RE-SOLICITATION LIVESTOCK COLLECTION AND BOARDING SERVICES CONTRACT
PD 18-19.035

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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:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Re-Solicitation Livestock Collection and Boarding Services Contract

Solicitation Number PD 18-19.035

Solicitation

MAILING DATE: 01/07/2019
PRE-SOLICITATION CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, April 2, 2019, 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:
_____

Delivery Date will be _____ days after receipt of purchase order

Terms of Payment
See Special Terms and Conditions Item #8

Reason for No Offer
_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Bid Item	Description	Bid Amount per Time Period
Item #1	Monthly Stipend	Per Month
Item #2	Boarding Fee for Small Livestock (goats, sheep, pigs, hogs, etc.)	Per Day
Item #3	Borading Fee for Large Livestock (cows, horses, mules, donkeys, etc.)	Per Day
Item #4	Stud Horses	Per Day

Qualifying

1. Livestock Holding Location:

   _____

   _____

   Provide a written description of facilities and pictures to backup the description

2. Provide the following information and copies of the documents:
   a. Drivers License Number

      _____

   b. Florida Department of State Certificate of Authority Document Number, if applicable

      _____

   c. Occupational License No.

      _____

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 # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

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's 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 18-19.035, "Re-Solicitation Livestock Collection and Boarding Services Contract", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the Bids for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. 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. Scope of Work

The Animal Control Department of Escambia County is seeking qualified contractors to perform the service of collecting, restraining, and transporting livestock for the County that are found to be roaming at-large or are taken into custody as part of an animal cruelty investigation. The Contractor shall also agree to board animals until further disposition at the agreed upon daily rate for the particular type of animal. The Contractor agrees to properly house and care for all impounded animals as described in this Scope of Work.

The Contractor may be contacted by Escambia County Animal Control or Escambia County Sheriff's Office (ECSO) to request service.

The awarded Contrator will:

A. Provide appropriate feeding and medical care for the animals, taking into consideration that some may have medical issues created by abuse or neglect.

B. Remove all deceased livestock and large animals from public right-of-ways upon receiving notification from Escambia County Animal Control or ECSO, and make arrangements for disposal.

C. Provide prompt and timely response to calls for service.

D. Provide assistance to the County regarding the placement of unclaimed animals with rescue organizations or adopters. Once the Contractor is provided authorization from the County for an individual or group to take possession of an animal(s), the Contractor can release the animal(s) to those specified by the County. In the event that livestock is to be sold at public sale or auction, the Contractor will provide assistance in conduction the sale as directed by the County, Animal Control, and/or ECSO. The Contractor will transport animals to the nearest livestock sale and request that all proceeds for the sale are paid to the County with appropriate paperwork accompanying payment. The paperwork should include the Animal ID Number, description, wo whom it was sold, and the price.

E. Lease a County truck and livestock trailer for **one dollar ($1.00) per year**. This equipment will be kept on a County lot closest to the Contractor. The County requires that the Contractor carry the County Required Insurance.

The awarded Contractor shall:

A. Maintain impounded and boarded livestock within Escambia County, Florida.

B. The area where the animals are to be boarded must be large enough to maintain up to 20 large animals (Horse, Cattle, etc.) in the event of a large confiscation.

C. The livestock officer should reside in Escambia or Santa Rosa County to be able to respond in a timely manner.

D. The vehicle provided by Escambia County must remain in Escambia County unless properly authorized for out of County travel

E. Obtain approval from the County for veterinary services or other services not covered in this solicitation. In the event of an emergency, the Contractor will notify the County of any expenses with twenty-four (24) hours.

F. Be available at all times (or their Designee) twenty-four (24) hours per day, seven (7) days per week.

G. The Contractor shall provide contact information for themselves and any Designee to both the County, Animal Control, and ECSO. The Contractor will provide prompt and timely response to calls for service.

H. Provide a monthly report to County Animal Control regarding impounded and boarded livestock.

   a. Description of animal, including brand, if any, tattoo, or other identifiable characteristics;

   b. Where and when found;

   c. Where impounded;

   d. If unclaimed, the date transferred to the public livestock market and/or the date of the public sale; and

e. Records of all expenses incurred in impounding the animal, the purpose of which is to enable recovery of the same as authorized by law, in the event said animal is either sold at public sale or claimed by the lawful owner thereof.

3. Contractor Qualifications

The Contractor shall:

A. Be experienced in the safe handling and care of a variety of livestock.

B. Be able to recognize common medical concerns in the animals and ensure that any issues are addressed.

C. Have an understanding of livestock sales and auctions.

D. Have the appropriate Florida Driver's License and be able to safely operate a large truck and trailer.

E. Have proper land, shelter, and housing to board the animals.

F. Be able to provide the necessary care for all boarded animals on a daily basis.

G. Be able to reasonably perform the duties of this contract and is expected to be available for on-call service at all times, twenty-four (24) hours per day, seven (7) days per week.

4. Procurement Questions

Questions shall be directed to Paul R. Nobles, Purchasing Manager, at prnobles@myescambia.com. Last day for questions will be March 26, 2019 at 5:00 p.m. CST.

5. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures, in indelible ink, signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. Safety Regulations

Equipment shall meet all state and federal safety regulations.

7. 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

8. 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.

9. 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.

A. 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.

10. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

11. 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.

12. 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.

13. Award

Award shall be made on an "item-by-item" basis.

14. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

15. 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.

16. 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.)

Non-Contract Insurance Requirements

17. 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. **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.

F. **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: Paul R. Nobles, Purchasing Manager
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591

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.

18. 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.

Exhibt “A”

CHAPTER 588

LEGAL FENCES AND LIVESTOCK AT LARGE

588.01 Requirements of general fence.
588.011 Legal fence; requirements.
588.09 Legally enclosed land; fenced and posted.
588.10 Posted notices; requirement.
588.11 Owner to maintain fences and notices.
588.12 Livestock at large; legislative findings.
588.13 Definitions.
588.15 Liability of owner.
588.16 Authority to impound livestock running at large or strays.
588.17 Disposition of impounded livestock.
588.18 Livestock at large; fees.
588.19 Failure to secure purchaser or insufficient funds to defray certain costs.
588.20 Report of sale and disposition of proceeds.
588.21 Duty of commissioners to provide places for impounding of livestock and transportation of same.
588.22 Duty of impounder.
588.23 Right of owner.
588.24 Penalty.
588.25 Application; limitation.

588.01 Requirements of general fence.—All fences or enclosures of land shall be substantially constructed, whether with rails, logs, post and railing, iron, steel, or other material, and not less than 5 feet high; to the extent of 2 feet from the ground there shall not be a space between the material used in the construction of any fence greater than 4 inches; provided, that when any fence or enclosure shall be made with a trench or a ditch, the same shall be 4 feet wide; and in that case the fence shall be 5 feet high from the bottom of the ditch to the top of the fence.

History.—RS 875; s. 1, ch. 5038, 1901; GS 1233; RGS 2364; CGL 3773.

588.011 Legal fence; requirements.—
(1) Any fence or enclosure at least 3 feet in height made of barbed or other soft wire consisting of not less than three strands of wire stretched securely on posts, trees, or other supports, standing not more than 20 feet apart; or when using battens, up to 60 feet apart for nonelectric and 150 feet apart for electric, if constructed with high tensile wire in accordance with the manufacturer’s specifications, shall be considered as a legal fence.
(2) Any fence or enclosure made of any other material which meets substantially the minimum requirements or specifications mentioned in subsection (1) shall be considered as a legal fence.
(3) Legal fences may include gateways or openings therein provided:
(a) That any such gateways shall be equipped with gates which are so constructed as to meet the minimum requirements or specifications of a legal fence; or
(b) That any such opening shall be equipped with a cattle or livestock guard at least 6 feet in width extending to each end of the opening.
(4) The requirements of s. 588.01, shall constitute and be a legal fence to prevent the intrusion of swine where the running at large of swine is not prohibited by law.
History.—ss. 1, 2, 3, 8, ch. 25357, 1949; s. 14, ch. 99-391.

588.09 Legally enclosed land; fenced and posted.—
(1) Land shall be legally enclosed land, or posted land, when enclosed by a legal fence, and when there shall be placed along the boundary of said land in the manner herein provided posted notices to the public; provided that it shall not be necessary to erect any fence along any portion of the boundaries of the land formed by any ocean, gulf, bay, river, creek, or lake.
(2) The fences, enclosures, and the posted notices, when erected, placed, and maintained as herein required shall be notice to the public that the land enclosed thereby is private property upon which unauthorized entry for any purpose is prohibited and shall constitute a warning to unauthorized persons to remain off of or to depart from said land.
History.—ss. 4, 6, ch. 25357, 1949.

588.10 Posted notices; requirement.—Posted notices to the public as required by s. 588.09 shall be signs upon which there shall appear prominently, in letters of not less than 2 inches in height, the word “posted,” and in addition thereto there shall appear the name of the owner, lessee, or occupant of said land. Said posted notices shall be placed along, on, or close within the boundaries of any legally enclosed or posted land in a manner and in such position as to be clearly noticeable from the outside of the enclosure, and said notices shall be placed not farther than 500 feet apart along, and at each corner, of the boundaries of the land, and also at each gateway or opening of the fence enclosing the same. Said notices shall be placed along all boundaries formed by the waters mentioned herein on trees or posts close to the banks of said waters in position so as they may be noticeable to persons approaching the boundary formed by said waters.
History.—s. 5, ch. 25357, 1949.

588.11 Owner to maintain fences and notices.—The owner of legally enclosed land shall maintain in reasonable good condition the fence or enclosure around such land and shall maintain in legible condition any and all posted notices as required by ss. 588.09, 588.10, but a substantial or reasonably effective compliance with the provisions of ss. 588.011, 588.09, 588.10, disregarding minor or inconsequential differences in the size, shape, or condition thereof, shall be sufficient for the purpose of evidencing the legal enclosure of said land.
History.—s. 7, ch. 25357, 1949.

588.12 Livestock at large; legislative findings.—There is hereby found and declared a necessity for a statewide livestock law embracing all lands of the state and necessity that its application be uniform throughout the state, except as hereinafter provided.
History.—s. 1, ch. 25236, 1949; s. 30, ch. 99-391.

588.13 Definitions.—In construing ss. 588.12-588.25 the following words, phrases, or terms shall be held to mean:
(1) “Livestock” shall include all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.
(2) “Owner” shall include any person, association, firm, or corporation, natural or artificial, owning or having custody of or in charge of livestock.
(3) Livestock “running at large” or “straying” shall mean any livestock found or being on any public land, or land belonging to a person other than the owner of the livestock, without the landowner’s permission, and posing a threat to public safety.
(4) “Public roads” as used herein shall mean those roads within the state which are, or may be, maintained by the state, a political subdivision of the state, or a municipality, including the full width of the right-of-way, except those maintained, and expressly exempted from provisions of this chapter, by ordinance of the county or municipality having jurisdiction.
History.—s. 2, ch. 25236, 1949; ss. 23, 35, ch. 69-106; s. 1, ch. 77-200; s. 230, ch. 79-400; s. 3, ch. 92-206; s. 31, ch. 99-391.

588.15 Liability of owner.—Every owner of livestock who intentionally, willfully, carelessly, or negligently suffers or permits such livestock to run at large upon or stray upon the public roads of this state shall be liable in damages for all injury and property damage sustained by any person by reason thereof.
History.—s. 4, ch. 25236, 1949.

588.16 Authority to impound livestock running at large or strays.—It shall be the duty of the sheriff or her or his deputies or designees, or any other law enforcement officer of the county, the county animal control center, or state highway patrol officers, where livestock is found to be running at large or straying, to take up, confine, hold, and impound any such livestock, to be disposed of as hereinafter provided.
History.—s. 5, ch. 25236, 1949; s. 2, ch. 77-200; s. 944, ch. 97-103; s. 33, ch. 99-391.

588.17 Disposition of impounded livestock.—
(1) Upon the impounding of any livestock by the sheriff or his or her deputies or designees, or any other law enforcement officers of the county, the county animal control center, or state highway patrol officers, the sheriff shall forthwith serve written notice upon the owner, advising such owner of the location or place where the livestock is being held and impounded, of the amount due by reason of such impounding, and that unless such livestock be redeemed within 3 days from date thereof that the same shall be offered for sale.
(2) In the event the owner of such livestock is unknown or cannot be found, service upon the owner shall be obtained by once publishing a notice in a newspaper of general circulation where the livestock is impounded (Sundays and holidays excluded). If there be no such newspaper then by posting of the notice at the courthouse door and at two other conspicuous places within said county.

Such notice shall be in substantially the following form:

“To Whom It May Concern:

You are hereby notified that the following described livestock (giving full and accurate description of same, including marks and brands) is now impounded at (giving location where livestock is impounded) and the amount due by reason of such impounding is dollars. The above described livestock will, unless redeemed within 3 days from date hereof, be offered for sale at public auction to the highest and best bidder for cash.

(Date) (Sheriff) of County, Florida”

(3) Unless the impounded livestock is redeemed within 3 days from date of notice, the sheriff shall forthwith give notice of sale thereof which shall be held not less than 5 days nor more than 10 days (excluding Sundays and holidays) from the first publication of the notice of sale. Said notice of sale shall be published in a newspaper of general circulation in the said county (excluding Sundays and holidays) and by posting a copy of such notice at the courthouse door. If there be no such newspaper then by posting such copy at the courthouse door and at two other conspicuous places in said county.

Such notice of sale shall be in substantially the following form:

" (Name of owner, if known, otherwise 'To Whom It May Concern') you are hereby notified that I will offer for sale and sell at public sale to the highest and best bidder for cash the following described livestock (giving full and accurate description of each head of livestock) at o'clock, m. (the hour of sale to be between 11 a.m. and 2 p.m. Eastern Standard Time) on the day of at the following place (which place shall be where the livestock is impounded or at the place provided by the county commissioners for the taking up and keeping of such livestock) to satisfy a claim in the sum of for fees, expenses for feeding and care and costs hereof.

(Date) (Sheriff) of County, Florida"

(4) Notwithstanding the requirements of subsections (1)-(3), the sheriff or the county animal control center may offer for adoption or humanely dispose of stray livestock, excluding cattle. If the livestock is to be offered for adoption or humanely disposed of, the sheriff or the county animal control center shall:
(a) Provide written notice to the owner, if known, advising the owner of the location where the livestock is impounded and of the amount due by reason of the impounding, and that unless the livestock is redeemed within a timeframe to be established by the sheriff or the county animal control center, which shall be a period of at least 3 business days, the livestock will be offered for adoption or humanely disposed of; or
(b) If the owner is unknown or cannot be located, obtain service upon the owner by publishing a notice on the sheriff's or the county animal control center's website. If the livestock is not redeemed within a timeframe to be established by the authorized agency, which shall be a period of at least 3 business days, the livestock will be offered for adoption or humanely disposed of.
History.—s. 6, ch. 25236, 1949; s. 3, ch. 77-200; s. 945, ch. 97-103; s. 34, ch. 99-391; s. 1, ch. 2015-18.

588.18 Livestock at large; fees.—The fees allowed for impounding, serving notice, care and feeding, advertising, and disposing of impounded animals shall be determined by the sheriff or the county animal control center of each county. Damages done by the sheriff or the county animal control center in pursuit or in the capture, handling, or care of the livestock are the sole responsibility of the sheriff or the county animal control center.
History.—s. 7, ch. 25236, 1949; s. 1, ch. 74-54; s. 1, ch. 83-90; s. 35, ch. 99-391; s. 2, ch. 2015-18.

588.19 Failure to secure purchaser or insufficient funds to defray certain costs.—If there be no bidder for such livestock at the sale aforesaid, and the sheriff has been unable to locate the owner through the notice procedures described in this chapter, the sheriff shall sell the livestock at the nearest livestock auction yard. The proceeds from the sale shall be used to reimburse the expenses incurred in capturing, maintaining, and selling the livestock and in attempting to locate the owner. Any money remaining after all expenses are paid shall be given to the owner of the livestock, if known. In the alternative, the sheriff may deliver the carcass to a public institution of the county, state, or municipality within said county or to any private charitable institution, in the order herein set forth, according to their needs.
History.—s. 8, ch. 25236, 1949; s. 4, ch. 77-200; s. 946, ch. 97-103; s. 36, ch. 99-391.

588.20 Report of sale and disposition of proceeds.—
(1) The sheriff, upon making a sale or other disposal as herein provided, shall forthwith make a written return thereof to the clerk of the circuit court of such county, with a full and accurate description of the livestock sold or disposed of by her or him, to whom, and the sale price thereof, which report shall be filed by said clerk.

(2) At the time of making her or his return the sheriff shall pay over to the clerk of the circuit court the entire proceeds of the sale.
(3) The clerk of the circuit court shall pay all costs and fees as allowed in s. 588.18 if there be any balance remaining, such balance shall be paid to the owner of such livestock, provided the owner shall make satisfactory proof of ownership to the board of county commissioners within 90 days from the date the sheriff reports the sale. If proof of ownership, as aforesaid, be not made within the time mentioned, the clerk shall pay such proceeds into the fine and forfeiture fund of said county. The clerk shall keep a permanent record of all sales, disbursements, and distributions made under ss. 588.12-588.25.
(4) If the amount realized from the sale or other disposition of the animal is insufficient to pay all fees, costs and expenses as provided in ss. 588.12-588.25, the deficit shall be paid by the county from its fine and forfeiture fund.
History.—s. 9, ch. 25236, 1949; s. 947, ch. 97-103.

588.21 Duty of commissioners to provide places for impounding of livestock and transportation of same.—The county commissioners of the several counties of Florida shall establish and maintain pounds or suitable places for the keeping of any livestock taken up and impounded hereunder until the same shall be sold, redeemed, or otherwise disposed of, which pounds or other suitable places may be a part of or operated in conjunction with a county animal control center. In any case, such county commissioners shall provide truck transportation for the impounded animals.
History.—s. 10, ch. 25236, 1949; s. 5, ch. 77-200.

588.22 Duty of impounder.—The sheriff or county animal control center, whichever is designated by the board of county commissioners, shall provide feed for the impounded animals and see that such livestock shall have feed and water not less than twice a day and that all milk cows and milk goats are milked twice a day. The sheriff or county animal control center shall employ poundmasters, guards, or other persons as may be necessary to protect, feed, care for, and have custody of, the impounded animals and the sheriff or county animal control center shall be entitled to the fees herein allowed for such feed and care.
History.—s. 11, ch. 25236, 1949; s. 6, ch. 77-200.

588.23 Right of owner.—The owner of any impounded livestock has the right at any time before the disposition thereof to redeem the livestock by paying to the sheriff or the county animal control center all impounding expenses, including fees, keeping charges, advertising, or other costs incurred therewith which sum shall be deposited by the sheriff or the county animal control center with the clerk of the circuit court who shall pay all fees and costs as allowed in s. 588.18. If there is a dispute as to the amount of such costs and expenses, the owner may give bond with sufficient sureties to be approved by the sheriff or the county animal control center, in an amount to be determined by the sheriff or the county animal control center, but not exceeding the fair cash value of such livestock, conditioned to pay such costs and damages; thereafter, within 10 days, the owner shall institute suit in equity to have the damage adjudicated by a court of equity or referred to a jury if requested by either party to such suit.
History.—s. 12, ch. 25236, 1949; s. 3, ch. 2015-18.

588.24 Penalty.—Any owner of livestock who unlawfully, intentionally, knowingly or negligently permits the same to run at large or stray upon the public roads of this state or any person who shall release livestock, after being impounded, without authority of the impounder, shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.
History.—s. 13, ch. 25236, 1949; s. 612, ch. 71-136.

588.25 Application; limitation.—The provisions of ss. 588.12-588.25 shall not apply to counties having special laws or general laws of local application requiring the confinement and restraint of livestock; provided, however, where the provisions of such special laws or general laws of local application do not prohibit livestock from running upon or straying upon the public highways, or the provisions of such special laws or general laws of local application do not provide for liability of owners of livestock for damages and injuries caused by such livestock, or provide less severe penalties than imposed by s. 588.24, the provisions of this act shall apply in each such case as if the provisions hereof were inserted in full in any such special law or general law of local application. Provided, further, that if any such special law or general law of local application is found unconstitutional or in any way inoperative, then this act shall be in full force and effect in the county, or counties, affected.
History.—s. 14, ch. 25236, 1949.

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Re-Solicitation Livestock Collection and Boarding Services Contract

Solicitation Number PD 18-19.035

Solicitation

MAILING DATE: 01/07/2019
PRE-SOLICITATION CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m., CST, April 2, 2019, 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: 591·14·5801

Delivery Date will be _____ days after receipt of purchase order

Vendor Name: Cowboy Express by Joshua Weekley
Address: 9855 Rebel Road
City, ST. & Zip: Pensacola, FL 32526
Phone: (850 **)** 449·3675
Toll Free: (____) _____
Fax: (____) _____

Terms of Payment
See Special Terms and Conditions Item #8

Reason for No Offer

_____

Joshua L. Weekley
(Name and Title of Person Authorized to Sign Offer)

* Joshua L Weekley
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

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

Bid Item	Description	Bid Amount per Time Period
Item #1	Monthly Stipend	$ 1530.00 Per Month
Item #2	Boarding Fee for Small Livestock (goats, sheep, pigs, hogs, etc.)	$ 10.00 Per Day
Item #3	Borading Fee for Large Livestock (cows, horses, mules, donkeys, etc.)	$ 12.00 Per Day
Item #4	Stud Horses	$ 16.00 Per Day

Qualifying

1. Livestock Holding Location:
   3391 Wild Turkey Road
   Cantonment, FL 32533

   Provide a written description of facilities and pictures to backup the description

2. Provide the following information and copies of the documents:

   a. Drivers License Number
      W240-432-82-096-0

   b. Florida Department of State Certificate of Authority Document Number, if applicable

      _____

   c. Occupational License No.
      605621

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 # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that Cowboy Express by Joshua Weekley 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.

Joshua L Weekley
Offeror's Signature

4/1/19
Date

- Property 50 Acres
- Barn - 40 x 80 with Multiple Stalls.
- Pastures are Split into 6 different Sections



Holding Pens



Pasture / additional Holding Pens.



Barn with Multiple Stalls



Holding Area



BARN

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16264 **County Administrator's Report 12. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Approval for Price Increase Related to PD 16-17.074, Re-Bid Refuse and Recycling Services for Escambia County Facilities
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval for Price Increase Related to PD 16-17.074, Re-Bid Refuse and Recycling Services for Escambia County Facilities - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding price increases relating to PD 16-17.074, Re-Bid Refuse and Recycling Services for Escambia County Facilities:

A. Approve and authorize the first request for an operational price increase of 2.5%, to cover increases in cost to Republic Services. This is the first request for a price increase. The price increase request and operational cost increases have been reviewed and approved by Robert Dye, Interim Facilities Manager; and

B. Authorize the increase in the Recycling Tipping Fee charged by Emerald Coast Utilities Authority (ECUA), from $15/ton to $25/ton, effective May 1, 2019.

BACKGROUND:

Invitation to Bid PD 16-17.074, Re-Bid Refuse and Recycling Services for Escambia County Facilities, was publicly noticed on July 3 and July 10, 2017. The County entered into an agreement with Allied Waste Services of North America, LLC d/b/a Allied Waste Services of Pensacola/Republic Services of Pensacola. Section 21 of the solicitation and incorporated as an exhibit within the Agreement outlines the Term of the Agreement, states that price adjustments may be requested every twelve months and no less than thirty days prior to the requested effective date. The request was submitted on November 14, 2018, and the Board is asked to authorize and approve the operational price increase of 2.5% effective January 1, 2019. This increase equates to an annual increase of $4,758.70.

The increase in Recycling Tipping Fee is mandated by ECUA and is an increase from $15/ton to $25/ton. This portion of the increase equates to a total increase of $186.61 per month.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will provide notice of authorization regarding price increases and issue any relative Purchase Orders as required.

Attachments

Recommendation to the Board and Award

Department Approval of Price Increase Request

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-12821 **County Administrator's Report 15. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/30/2017
Issue: Re-Bid Refuse and Recycling Services for Escambia County Facilities
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Refuse and Recycling Services for Escambia County Facilities - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the unit price Agreement Relating to Solid Waste Container Services between Escambia County and Allied Waste Services of North America, LLC, d/b/a Allied Waste Services of Pensacola/Republic Services of Pensacola, per the terms and conditions of PD 16-17.074, Re-Bid Refuse and Recycling Services for Escambia County Facilities, for a period of twelve months, with an option to extend the Contract for two additional twelve-month periods.

[Funding: Fund 501, Internal Service Fund, Cost Center 150112, Employee Health Clinic, Object Code 54301, Utilities Services; Fund 001, General Fund, Cost Center 310203, Facilities Management Maintenance, Object Code 54301, Utilities Services; and Fund 113, Library Fund, Cost Center 110502, Maintenance, Object Code 54301, Utilities Services]

BACKGROUND:

The Office of Purchasing advertised the Invitation to Bid on July 3, 2017. Three vendors responded to our solicitation and attended the pre-solicitation meeting. Two vendors submitted bids which were received on July 17, 2017, both of which were deemed responsive. Facilities Management, Division Manager, William M. Turner approved the selection of Republic Services as the lowest reasonable and responsive bidder for this Scope of Work and Specifications.

BUDGETARY IMPACT:

[Funding: Fund 501, Internal Service Fund, Cost Center 150112, Employee Health Clinic, Object Code 54301, Utilities Services;Fund 001, General Fund, Cost Center 310203, Facilities Management Maintenance, Object Code 54301, Utilities Services;Fund 113, Library Fund, Cost Center 110502, Maintenance, Object Code 54301, Utilities Services]

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Agreement

Bid Tabulation

II. BUDGET/FINANCE CONSENT AGENDA

1-35. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 35, as follows, with the exception of Items 3, 8, and 11, which were held for separate votes, as amended to drop Item 29:

1. Taking the following action concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste (Funding: Fund 103, Code Enforcement Fund, Account 323701, Franchise Fees - Commercial Garbage):

   A. Approving the form of the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste, for the period effective January 1, 2018, to December 31, 2023, as provided in Section 3, Term of Franchise;

   B. Approving the Collection of Franchise Fees from Emerald Coast Utilities Authority (ECUA) for the collection of commercial solid waste on Santa Rosa Island, pursuant to Paragraph 8 of the Transfer Agreement of 1992 between Escambia County and ECUA, for the period effective January 1, 2018, to December 31, 2023; and

   C. Authorizing the County Administrator to sign the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste with current Board-approved Commercial Solid Waste Haulers collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of this Agreement.

2. Adopting the Resolution [R2017-136] approving Supplemental Budget Amendment #005, Other Grants and Project Fund (110), in the amount of $7,000, to recognize the Volunteer Florida Federal Fiscal Year 2018 Emergency Management Performance Grant to implement the Citizen Corps Program to engage, educate, and train local citizens in their role as it relates to emergency preparedness.

3. See Page 46.

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

21. Taking the following action concerning the Jackson Lakes Maintenance Yard Slope Rehabilitation Project (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301):

    A. Approving reallocation of funds from the Old Corry Field Road Drainage Project, Local Option Sales Tax III, Fund 352, Project #13EN2382, in the amount of $66,020, to the Jackson Lakes Maintenance Yard Slope Rehabilitation (FEMA [Federal Emergency Management Agency) Project; and

    B. Approving, and authorizing the County Administrator to execute, a replacement Purchase Order, in the amount of $66,019.50, to Gulf Atlantic Constructors, Inc., on Contract PD 15-16.073, Jackson Lakes Maintenance Yard Slope Rehabilitation Project; after the project met substantial completion, a punch list was created and punch list items were addressed; upon payment of the final invoice, the Purchase Order automatically closed; then heavy rains caused erosion of the area, and repair work was performed - just before more rain occurred, causing more damage.

22. Approving, and authorizing the County Administrator to execute, a replacement Purchase Order, in the amount of $9,100, to Sigma Consulting Group, Inc., on Contract PD 02-03.079, "Professional Engineering Design and Construction Observation Services for Killam Road Dirt Road Paving and Drainage Improvement Project"; this replacement Purchase Order will bring the Task Order total to $59,090, which requires Board approval (Funding Source: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project #08EN0068, "Dirt Road Paving").

23. Approving, and authorizing the County Administrator to sign, the Unit Price Agreement Relating to Solid Waste Container Services between Escambia County and Allied Waste Services of North America, LLC, d/b/a Allied Waste Services of Pensacola/Republic Services of Pensacola, per the terms and conditions of PD 16-17.074, Re-Bid Refuse and Recycling Services for Escambia County Facilities, for a period of twelve months, with an option to extend the Contract for two additional twelve-month periods (Funding: Fund 501, Internal Service Fund, Cost Center 150112, Employee Health Clinic, Object Code 54301, Utilities Services; Fund 001, General Fund, Cost Center 310203, Facilities Management Maintenance, Object Code 54301, Utilities Services; and Fund 113, Library Fund, Cost Center 110502, Maintenance, Object Code 54301, Utilities Services).

Jeffrey D. Lovingood

From: Robert E. Dye
Sent: Tuesday, January 15, 2019 8:41 AM
To: Amy L. Lovoy; Matthew Coughlin; Paul R. Nobles; Jeffrey D. Lovingood
Cc: Karen E Myers; William M. Turner; John David Bardin; George C Bush
Subject: FW: Price Adjustment
Attachments: Escambia County Facilities CPI - Garbage & Trash or Water_Sewer_Trash Collection Services 1-14-2019.xlsx; Solicitation #P.D. 16-17.074-Price Adjustment.pdf; PD_16-17.074 _Agreement_Allied_Waste_Services_Fully_Executed.pdf

Amy,
Republic Services, our waste container vendor, petitioned for a 3.61% increase due to the WST index in December 2018. I did not agree that the index was a true representation of actual cost increases on a local level and challenged them to provide more specific cost information relative to their costs.
During a meeting with them I mentioned that with proper documentation I could support a modest increase and we negotiated the amount to 2.5% ($4,758.70) vs the original ask of 3.61% ($6,871.57).

In view of the additional documentation provided by the vendor that does document an increase in expenses, I support a 2.5% increase in the contract amount for PD_16-17.074 as negotiated.
Respectfully,
Bob

Robert E. Dye

Risk Manager
redye@myescambia.com
tel: (850) 595-4769
cell: (850) 554-2768

From: LeCompte, Ryan <RLeCompte@republicservices.com>
Sent: Monday, January 14, 2019 2:35 PM
To: Robert E. Dye <redye@myescambia.com>; Clements, Justin <JClements@republicservices.com>; Karen E Myers <KEMYERS@myescambia.com>; William M. Turner <WMTURNER@myescambia.com>; Paul R. Nobles <prnobles@myescambia.com>; Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Cc: Frazer, Genie <GFrazer@republicservices.com>; John David Bardin <jdbardin@myescambia.com>
Subject: RE: Price Adjustment

Bob-

I have attached our actual cost in relation to items discussed in the meeting which include labor, fuel, steel, plastics, oil, lubricants, and other specific costs to RSG's Pensacola market. As noted in the file, our overall GOE increase of 3.27% YOY is not much different from the overall US City Average WST index requested of 3.61%. Also, both indexes changed slightly month over month – G&T decreased ever so slightly from 7.23% to 7.13% yet WST (trash collection services) increased from 4.43% to 4.47% which will likely be the trend for 2019.

As far as local costs, the following items are impacting this increase request. All actual prices can be located on the "Pensacola Local Increase" tab.

Labor – up 3.29$ YOY
Fuel – up 16.74% – YOY (strictly price per gallon increases)
Equip Operating – up 3.90% YOY (oils & lubricants)
Truck Maintenance – up 7.55% YOY (parts, materials, & labor)
Container Maintenance – up 17.22% YOY (steel & plastics)

While Republic stands behind the 3.61% number initially requested, per our discussion in the meeting we are amenable to a **2.5% increase** to assist purchasing in getting this approved by the BOCC.

Please let me know if there is anything else needed to get this completed.

Regards

Ryan LeCompte
Business Unit Finance Manager
Pensacola/South Alabama Business Unit

2910 N. Palafox St
Pensacola, FL 32501
e rlecompte@republicservices.com
o 850-437-7837 c 985-791-8300
f 850-433-4698 w www.RepublicServices.com



From: Robert E. Dye [mailto:redye@myescambia.com]
Sent: Monday, January 14, 2019 9:35 AM
To: LeCompte, Ryan; Clements, Justin; Karen E Myers; William M. Turner; Paul R. Nobles; Jeffrey D. Lovingood
Cc: Frazer, Genie; John David Bardin
Subject: RE: Price Adjustment

Note that (redye@myescambia.com) is an external email. Forward unfamiliar emails to infosec.phishing@republicservices.com

Ryan,
No problem. I just wanted to let everyone know that we don't control the Agenda schedule. Also, I think Paul is still out sick so that would slow us down.
I look forward to receiving the information when it is available.
Sincerely,
Bob

Robert E. Dye

Risk Manager
redye@myescambia.com
tel: (850) 595-4769
cell: (850) 554-2768

From: LeCompte, Ryan <RLeCompte@republicservices.com>
Sent: Monday, January 14, 2019 8:32 AM
To: Robert E. Dye <redye@myescambia.com>; Clements, Justin <JClements@republicservices.com>; Karen E Myers <KEMYERS@myescambia.com>; William M. Turner <WMTURNER@myescambia.com>; Paul R. Nobles <prnobles@myescambia.com>; Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Cc: Frazer, Genie <GFrazer@republicservices.com>; John David Bardin <jdbardin@myescambia.com>
Subject: RE: Price Adjustment

Bob-

Our intention was to have all of the information to you on Friday 1/11; however, we had some internal reporting requirements for Corporate month & year end that took precedence. I have received the last segment of container information late Friday and I will have something to the county by end of day today.

Regards,

Ryan LeCompte
Business Unit Finance Manager
Pensacola/South Alabama Business Unit

2910 N. Palafox St
Pensacola, FL 32501
e rlecompte@republicservices.com
o 850-437-7837 c 985-791-8300
f 850-433-4698 w www.RepublicServices.com



We'll handle it from here.™

From: Robert E. Dye [mailto:redye@myescambia.com]
Sent: Monday, January 14, 2019 7:26 AM
To: Clements, Justin; LeCompte, Ryan; Karen E Myers; William M. Turner; Paul R. Nobles; Jeffrey D. Lovingood
Cc: Frazer, Genie; John David Bardin
Subject: RE: Price Adjustment

Note that (redye@myescambia.com) is an external email. Forward unfamiliar emails to infosec.phishing@republicservices.com

Justin,

I understood from our meeting that additional supporting information regarding Republic's additional expenses was going to be forwarded by 1/11.
I did not receive anything and am following up. Purchasing will not have enough time to complete a Board recommendation for the January 24th Board meeting by the 9am deadline today.
Sincerely,
Bob

Robert E. Dye

Risk Manager
redye@myescambia.com
tel: (850) 595-4769
cell: (850) 554-2768

From: Clements, Justin <JClements@republicservices.com>
Sent: Monday, January 07, 2019 1:31 PM
To: Robert E. Dye <redye@myescambia.com>; LeCompte, Ryan <RLeCompte@republicservices.com>; Karen E Myers <KEMYERS@myescambia.com>; William M. Turner <WMTURNER@myescambia.com>; Paul R. Nobles <prnobles@myescambia.com>; Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Cc: Frazer, Genie <GFrazer@republicservices.com>; John David Bardin <jdbardin@myescambia.com>
Subject: RE: Price Adjustment

Mr. Dye,
Wednesday at 9:30am works fine for us.

Thank you,

Justin

From: Robert E. Dye [mailto:redye@myescambia.com]
Sent: Friday, January 04, 2019 4:35 PM
To: LeCompte, Ryan; Karen E Myers; William M. Turner; Paul R. Nobles; Jeffrey D. Lovingood
Cc: Clements, Justin; Frazer, Genie; John David Bardin
Subject: RE: Price Adjustment

Note that (redye@myescambia.com) is an external email. Forward unfamiliar emails to infosec.phishing@republicservices.com

Mr. LeCompte,
It would be my pleasure to meet with you next week to gain a mutual understanding of the requested increase.
The issue I have is with the wording in the agreement that states: Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. The WST CPI index may or may not be what your business experienced locally and I sought direct evidence of your increased cost. Yes, I do understand that fuel is merely one component to the cost index.

I am available after Noon on Monday the 7th if you would like to call Karen at 595-4627 to arrange a time to meet. We can meet in our conference room at 100 E Blount street if that is convenient.
If you are able to give me a heads up I will invite Paul Nobles, our purchasing Manager to join us if his schedule allows.
I am also available throughout the week at the following times:
Tuesday the 8th from 11am-12 pm, Wednesday the 9th from 9:30 am until 11 am, and on Friday the 10th after 9am.
I look forward to meeting with you soon.
Sincerely,
Bob

Robert E. Dye
Interim Director of Facilities Management
redye@myescambia.com
tel: (850) 595-4769
cell: (850) 554-2768

From: LeCompte, Ryan <RLeCompte@republicservices.com>
Sent: Friday, January 04, 2019 3:22 PM
To: Robert E. Dye <redye@myescambia.com>; Karen E Myers <KEMYERS@myescambia.com>; William M. Turner <WMTURNER@myescambia.com>; Paul R. Nobles <prnobles@myescambia.com>; Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Cc: Clements, Justin <JClements@republicservices.com>; Frazer, Genie <GFrazer@republicservices.com>
Subject: RE: Price Adjustment

Mr. Dye-

We appreciate the response regarding our CPI increase below.

When we first requested the CPI, we provided the WST CPI Index from the United States Department of Labor & Statistics which factors in many variable costs, inclusive of fuel, when calculating increases relative to Water, Sewer, and **Trash Collection Services.** We included links to 3rd party data collection sites in the excel template in order to understand what/how the indexes work. We are slightly perplexed as to why an index related to Trash Collection Services, which is what Republic is providing for the county facilities, is not appropriate justification to petition for an increase allowed by our contract. We felt that the WST index represented a fair increase over the Garbage & Trash Index published by the same organization, which is considerably higher than the **3.61% November** increase requested. As a point of note, the WST has increased again in December to 4.43% which we have included both indexes in the attached.

As noted below in your email, fuel was only addressed when county personnel asked for an example. In our industry, fuel is only a small component of our overall cost increases on a yearly basis. The CPI indexes provided include all moving variables (labor, tires, lubes, etc.) into the overall percentage increase. As you can see, each index has increased every month for the past year.

We feel that the **3.61%** presented originally is a fair representation of our cost increase relative to the trash collection services contract.

In an effort to ensure we all have a mutual understanding of the increase, we would be happy to meet with you to discuss our petition in detail.

Regards
Ryan LeCompte
Business Unit Finance Manager
Pensacola/South Alabama Business Unit

2910 N. Palafox St
Pensacola, FL 32501
e rlecompte@republicservices.com
o 850-437-7837 c 985-791-8300
f 850-433-4698 w www.RepublicServices.com



From: Robert E. Dye [mailto:redye@myescambia.com]
Sent: Friday, January 04, 2019 9:13 AM
To: Karen E Myers; LeCompte, Ryan
Cc: Clements, Justin; William M. Turner; Paul R. Nobles; Jeffrey D. Lovingood
Subject: RE: Price Adjustment

Note that (redye@myescambia.com) is an external email. Forward unfamiliar emails to infosec.phishing@republicservices.com

Dear Mr. LeCompte,

I will be pleased to assist. In the future, please address your concerns to myself or to the Purchasing officer.

In response to the price adjustment requested I asked for additional justification as the Water, Sewer and, Trash Index did not constitute written justification attesting that the request reflects a bonafide cost increase to the vendor as required by the contract. Mr. Clements did send retail price information reflecting a 19% fuel increase, immediately after that, fuel prices dipped to significantly lower rates on the retail market. I heard nothing further.

Fleets typically contract for fuel as a substantial discount and I assume an astute business such as yours does as well. Fuel prices have trended upward steadily since 2016 and although there is a current downward price move it may be temporary.

If you can provide me with your contracted fuel price through 2018 and present I can use that information to support your request for a price adjustment.
Also, if you can consider a 2% increase for the requested price adjustment, it will an easier for us to bring forward.

Sincerely,
Bob

Robert E. Dye
Interim Diresctor of Facilities Management
Risk Manager
redye@myescambia.com
tel: (850) 595-4626
cell: (850) 554-2768

From: Karen E Myers <KEMYERS@myescambia.com>
Sent: Thursday, January 03, 2019 9:38 PM
To: Robert E. Dye <redye@myescambia.com>
Subject: FW: Price Adjustment
Importance: High

Bob, Haven't you and/or Purchasing been talking with Republic Services about their increase. I thought they were saying the increase was due to fuel and you and

purchasing were not in agreement with that justification. Let me know if I need to do something or if Purchasing is supposed to be handling it.

Thanks

Karen Myers
Director's Aide
Escambia County Facilities Management Department
Office 850-595-3190
Fax 850-595-3192

From: LeCompte, Ryan <RLeCompte@republicservices.com>
Sent: Thursday, January 03, 2019 10:41 AM
To: Karen E Myers <KEMYERS@myescambia.com>
Cc: Hurst, Yolonda <YHurst@republicservices.com>
Subject: FW: Price Adjustment
Importance: High

Karen-

We have been seeking a price adjustment, per contract, to the facilities account which has gone unanswered since November 14, 2018 (see below). While we are attempting to work through the proper channels, not receiving a response is leaving us no option but to escalate through other channels. As you know, the billing is affected the longer we wait on an answer for the reasonable and justified increase. Any assistance in getting this answered is appreciated.

Regards,
Ryan LeCompte
Business Unit Finance Manager
Pensacola/South Alabama Business Unit

2910 N. Palafox St
Pensacola, FL 32501
e rlecompte@republicservices.com
o 850-437-7837 c 985-791-8300
f 850-433-4698 w www.RepublicServices.com



From: Clements, Justin
Sent: Thursday, January 03, 2019 10:23 AM
To: LeCompte, Ryan; Frazer, Genie
Subject: FW: Price Adjustment

FYI

From: Clements, Justin
Sent: Thursday, January 03, 2019 9:21 AM
To: Jeffrey D. Lovingood
Subject: FW: Price Adjustment

Hi Jeffrey,
Can you give me an update on this request please?

Thank you,

Justin

From: Clements, Justin
Sent: Wednesday, November 28, 2018 4:14 PM
To: Jeffrey D. Lovingood
Subject: FW: Price Adjustment

Hi Jeffrey,
When should we expect to hear back on this request?

Thank you,

Justin

From: Clements, Justin
Sent: Wednesday, November 14, 2018 2:36 PM
To: 'Jeffrey D. Lovingood'
Cc: Robert E. Dye; William M. Turner; Paul R. Nobles
Subject: RE: Price Adjustment

Jeffrey,
Attached is the request.

Thank you,

Justin

From: Jeffrey D. Lovingood [mailto:JDLOVINGOOD@myescambia.com]
Sent: Wednesday, November 14, 2018 1:33 PM
To: Clements, Justin
Cc: Robert E. Dye; William M. Turner; Paul R. Nobles
Subject: RE: Price Adjustment

Note that (JDLOVINGOOD@myescambia.com) is an external email. Forward unfamiliar emails to infosec.phishing@republicservices.com

Justin,

Please send it to me as well as the individuals CCd above.

Best regards,

Jeffrey Lovingood
Purchasing Specialist

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

Escambia County, Florida
Board of County Commissioners
850-595-4953
http://www.myescambia.com/purchasing

From: Clements, Justin <JClements@republicservices.com>
Sent: Wednesday, November 14, 2018 1:29 PM
To: Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Subject: Price Adjustment

Hi Jeffery,
I hope you are doing well. I need to petition the Board of County Commissioners for a price adjustment on the Escambia County Facilities Contract. Do I need to send the request to you or someone else?

Thank you,

Justin Clements
Sales Supervisor
3720 Varner Drive Mobile, AL 36693
e jclements@republicservices.com
o 251-544-5378 c 251-644-1087
f 251-661-1716 w www.republicservices.com



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

AI-16241 **County Administrator's Report 12. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 06/06/2019
Issue: Contract Award for Financial Auditing Services
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Financial Auditing Services - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement between Escambia County, Florida, and Warren Averett, LLC, per the terms and condition of PD 18-19.004, Financial Auditing Services, as follows:

1. Year 1, in the amount of $220,000;
2. Year 2, in the amount of $222,200;
3. Year 3, in the amount of $224,422;
4. Year 4, in the amount of $226,666; and
5. Year 5, in the amount of $228,933.

Grand Total Price for Audit Services for 5 years - $1,122,221.

[Funding: Fund 001, General Fund, Cost Center 140201, Object Code 53101]

BACKGROUND:

The Request for Proposals was advertised on February 11, 2019 in the Pensacola News Journal. Nine firms were notified of the solicitation. Three firms responded to the solicitation on February 26, 2019. The Selection Committee held discussions with three firms on March 15, 2019. Based on the selection criteria, the committee selected Warren Averett, LLC, as the best firm able to provide the necessary services.

Per Florida Statute 218.391 prior to the selection of an auditor all non-charter Counties must have an auditor selection committee that includes, at a minimum,

representatives from each of the elected officials subject to the annual audit. This audit committee consisted of a representative from the Board, Tax Collector, Property Appraiser, Sheriff and Supervisor of Elections. This committee met to write the scope of the request for proposals (RFP), develop the decision criteria, serve as the selection committee and make recommendations to the Board after hearing proposals from respondents. This committee received three responses which were ranked as follows:

1. Warren Averett, LLC
2. Plante & Moran, PLLC
3. Saltmarsh, Cleveland & Gund, P.A.

Negotiations were held on March 30, 2019.

Section 16. Ownership fo Documents of the agreement has been revised to include the following statement:

It is expressly understood and agreed that client provided records and supporting documents, including, but not limited to, any financial records, audits, reports, plans, data or other raw data, correspondence, and other documentation, that may be provided to the Auditor by any agency, entity, or constitutional officer that is subject to the audit shall remain subject to disclosure pursuant to Chapter 119, Florida Statutes.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 140201. Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Senior Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia Count, Fl, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts and is in compliance with Florida Statute 218.391.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and purchase order.

Attachments

Revised Agreement
Original Solicitation
Register of Submitters

AGREEMENT FOR FINANCIAL AUDITING SERVICES (PD 18-19.004)

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Warren Averett, LLC (hereinafter referred to as "Auditor"), a limited liability company authorized to conduct business in the State of Florida, FEI/EIN 45-4084437, whose principal address is 2500 Acton Road, Birmingham, AL 35243, and whose local business address is 316 South Baylen Street, Suite 300, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, the County issued a Request for Proposal for Financial Auditing Services (PD18-19.004); and

WHEREAS, in response to the solicitation, the Auditor submitted a proposal; and

WHEREAS, the County determined that the Auditor was the most responsive and responsible firm whose proposal met the requirements and criteria set forth in the solicitation; and

WHEREAS, the County desires to enter into an agreement with the Auditor for the provision of annual financial auditing services as specified herein; and

WHEREAS, the parties hereto also desire that this Agreement shall be construed to authorize the County to request and the Auditor to provide expert witness services in connection with court proceedings arising out of projects in which the Auditor provided audit services.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. The Board of County Commissioners has complied with the auditor selection procedures provided in §218.391, Florida Statutes, and has selected the Auditor to perform the services hereunder.

3. Term. This Agreement shall commence upon the date last executed by the parties and continue for an initial term of five (5) years, subject to termination as provided herein. Upon mutual agreement of the parties, the Agreement may be renewed for up to five (5) additional one-year terms.

4. Scope of Services. The Auditor shall perform financial auditing services, including, but not limited to, the scope of services provided in Escambia County's *Request for Proposals for Financial Auditing Services, Specification No. P.D. 18-19.004*, attached hereto as **Exhibit A.** In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

The County may authorize additional services to be performed pursuant to this Agreement through the issuance of a Work Order setting forth a specific Scope of Services, the amount of compensation, deliverables, and date of completion. Authorization for additional services shall

be subject to the approval of the Board of County Commissioners in accordance with the County's Purchasing Policies and Procedures.

5. Compensation. The County agrees to pay Auditor a total fee for annual audit services in accordance with the Schedule of Fees and Expenses for Audit Services and the Schedule of Fees for Additional Services, attached hereto as **Exhibit B**. Failure to timely submit the annual audit report will result in the withholding of further fee payment by the County until satisfactory submission is made. In addition, the County reserves the right to terminate this Agreement upon completion of the auditor's services for the fiscal year in question and award a contract for the remaining audit years to another firm.

6. Method of Payment. Consultant may request payment from the County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing and identify the nature of services performed with appropriate supporting documentation. Requests for payment shall not be made more frequently than once a month. All 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, Florida Statutes, as amended.

7. Standard of Care. The Auditor certifies that it is a certified public accounting firm duly licensed under Chapter 473, Florida Statutes, and is fully qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. The Auditor shall exercise the same degree of care, skill and diligence in the performance of the services as ordinarily provided by a professional under similar circumstances, and Auditor shall, at no additional cost to the County, re-perform any services that fail to satisfy the foregoing standard of care.

8. Termination. Either party may terminate this Agreement for cause upon providing not less than seven (7) days written notice to the other party. The County shall have the right to terminate this Agreement without cause upon providing fourteen (14) days written notice to Auditor, and Auditor shall terminate the performance of services on a schedule acceptable to County or at the end of this fourteen (14) day period. In the event of termination for County's convenience, the County shall pay Auditor for all services performed through the date of termination.

9. Force Majeure. Neither party shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party, including, but not limited to, fire, flood, earthquakes, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances preventing continued performance of the obligations of this Agreement.

10. Indemnification. Auditor shall indemnify and hold harmless the County, its elected and appointed officials 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 Auditor and persons employed or utilized by Auditor in the performance of this Agreement. Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the County to enforce this Indemnification Clause shall be borne by the Auditor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

11. Insurance. During the performance of this Agreement, Auditor shall procure and maintain, at its sole expense, the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Professional Liability with $1,000,000 per occurrence minimum limits.

(c) Florida statutory Workers' Compensation.

It is understood and agreed by the parties that if the Auditor 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.

Auditor agrees all liability coverage shall be through carriers admitted or authorized to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least thirty (30) days prior notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on the policy of commercial general liability. Certificates of Insurance shall be provided to Escambia County, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County described in this section. The Board of County Commissioners and Escambia County shall also be the certificate holders.

12. Independent Contractor Status. The parties intend by this Agreement that Auditor is an independent contractor and not an employee of County. Auditor shall not be considered an employee of County at any time, under any circumstances, or for any purpose. Neither party is the agent of the other nor neither shall have the right to bind the other by contract or otherwise, except as herein specifically provided. As an independent contractor, Auditor has and shall retain sole responsibility for all workers' compensation, unemployment compensation, withholding, and employment taxes due to federal, state or local governments in the performance of this Agreement. Auditor shall not be entitled to participate in or receive any benefits under any benefit plan or program of County including, without limitation, medical, dental, disability, group life, retirement savings plan or program, vacation, or holidays. Auditor agrees to indemnify, defend and hold harmless County from any claims by him, or by any federal, state, or local government agency, on account of wages, withholding and employment taxes, or workers' compensation claims, or any other actions arising out of Auditor's performance of this Agreement.

13. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Auditor 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. The Auditor 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 Auditor 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, Auditor 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 Auditor 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 Auditor seven days written notice, during which period the Auditor still fails to allow access to such documents, terminate the Agreement. In such case, the Auditor 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 Auditor.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'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

15. Nondisclosure of Proprietary Information. Auditor shall consider all information provided by the County and all reports, studies, calculations and other documentation resulting from the Auditor's performance pursuant to this Agreement to be proprietary unless such information is available from public sources or is a public record under Chapter 119, Florida Statutes. Auditor shall not publish or disclose proprietary information for any purpose other than the performance of services pursuant to this Agreement without the prior written authorization of County or in compliance with a lawful court order.

16. Ownership of Documents. It is expressly understood and agreed that client provided records and supporting documents, including, but not limited to, any financial records, audits, reports, plans, data or other raw data, correspondence, and other documentation, that may be provided to the Auditor by any agency, entity, or constitutional officer that is subject to the audit shall remain subject to disclosure pursuant to Chapter 119, Florida Statutes. In addition, all reports and other documents resulting from the Auditor's performance of services pursuant to this Agreement shall become the property of the County upon final payment to the Auditor for the County's use and distribution as may be deemed appropriate by the County. All working papers and other memoranda relating to any agency, entity, or constitutional officer that is subject to the

audit that may be produced by the Auditor in the course of performing services pursuant to this Agreement shall remain the property of the Auditor but, with the appropriate written authorization, shall be made available to the County for examination or duplication at no cost to the County.

17. Use of Systems and Software. The Auditor shall obtain the County's written permission prior to using the County's computer system or software. The Auditor agrees that such system use will be controlled by the County so as not to disrupt its ongoing daily operations.

18. Non-waiver. A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion of provisions held to be void. The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of compensation jurisdiction.

20. Entire Agreement. This Agreement contains the final, complete, and exclusive statement of the terms of the Agreement between the parties and supersedes all prior oral or written agreements. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters of other communications between the parties pertaining to the services, whether written or oral. The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both parties.

21. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Auditor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

22. Compliance with Laws. Auditor will comply with all applicable regulatory and other applicable requirements including federal, state, and local laws, rules, policies, or guidelines related to the performance of this Agreement.

23. Conflict of Interest. Auditor agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Auditor further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Auditor also agrees to comply with the County's ordinance prohibiting conflicts of interest among retained consultants.

24. Contingent Fees. The Auditor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Auditor 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 Auditor, any fee, commission, percentage, gift or any 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.

25. Truth-in-Negotiation Certificate. Execution of this Agreement by the Auditor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged the Auditor's most favored customer for the same or substantially similar services. The said rates and cost shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this "Certificate" within one (1) year following payment.

26. 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:

Escambia County	Warren Averett, LLC
Attention: Stephan Hall	Attention: Kristen McAllister
221 Palafox Place, Suite 440	316 South Baylen Street, Suite 300
Pensacola, FL 32502	Pensacola, FL 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chairman

Date: _____

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

WARREN AVERETT, LLC

WITNESS: _____

By: _____
Kristen McAllister

WITNESS: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-21-2019

PART II – STATEMENT OF WORK

2.1 WORK OBJECTIVE

This RFP solicits proposals from certified public accounting firms to provide the County with an annual financial statement audit. The RFP is to provide responding parties with guidelines and information to aid in their submission of proposals.

The County will contract for five annual audits (2019, 2020, 2021, 2022, and 2023) based on a fee not to exceed a maximum amount (per year) with provisions for extension of the contract for five one year renewal terms. Additional services will be contracted for separately with the County reserving the right to solicit to other firms.

Escambia County has a population of approximately 315,187 people and is located in the northwestern part (the "Panhandle") of Florida. The County employs some 2,497 full-time employees and has total net position of over $602 million and revenues of over $506 million for the year ending September 30, 2017. The County organizational chart is presented on pages 36 & 37. The County has consecutively received the GFOA's Certificate of Achievement.

The County provides a pension plan through the Florida Retirement System (FRS) for all full-time employees of the County. FRS is a multiple employer cost sharing defined benefit pension plan established in 1970 by Chapter 121, Florida Statutes and is administered by the Florida Department of Management Services, Division of Retirement. Financial reports including financial statements and required supplementary information are available.

The County's accounting system is substantially fully automated. All Clerk Finance Department staff have a personal computer with access to the accounting system(s). Computer access will be made available to the auditors. The primary accounting software is an integrated financial system supplied by Superion (formerly Sunguard Pentamation), including general ledger, payroll, purchasing, fixed assets, accounts receivable, cash receipts, and extended reporting. The Finance Department utilizes reports from the accounting software, various spreadsheets, and word processing documents in preparing the Comprehensive Annual Financial Report (CAFR). In addition, Finance Department staff use personal computers extensively in day-to-day applications.

The County will provide adequate work and storage space during the field work period. County staff will be available to pull documents and prepare schedules that are agreed to prior to the start of the year-end field work.

Available for inspection are the County's CAFR, CAFR AG and Annual Audit Reports (for various years) on the Clerk's Website at www.escambiaclerk.com.

2.2 SCOPE OF WORK TO BE PERFORMED

The scope of the audit engagement will require the examination of the BCC and individual elected officials', the Pensacola Bay Center, and the Law Library (collectively known as "the County") financial statements as required by the Auditor General for the period of October 1, 2019 through September 30, 2023, and verification of beginning balances, in order to express an opinion on the fairness with which they present the financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

The funds and account groups to be audited are those included or includable in the County's annual audit report (available at www.escambiaclerk.com). The County shall have closed, balanced, and prepared financial statements for all funds and account groups to be examined by the auditor in a schedule of events ending prior to November 25th, of each year, with the exception of the GASB 68 Florida Retirement System entry. The Clerk will have primary responsibility for producing the CAFR (and all elements thereof) as well as the Annual Audit Report. The auditor shall assist in finalizing the County's annual financial report, and shall include an opinion in its report regarding the County's CAFR; as well as the individual elected officials' audit reports (including notes to financial statements), and shall include an opinion in its report regarding the County's CAFR and supplemental financial schedules. The opinion shall reference the audit of the County's governmental and business-type activities, each major fund and the aggregate remaining fund information. The County shall also provide additional financial and non-financial information not subject to examination by the auditor but necessary to conform to the principles and standards of public financial reporting necessary to submit the County's CAFR to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The County's CAFR will additionally be expected to meet any present or to-be-established standards for disclosure attributed to the CAFR to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

All records of constitutional officers of Escambia County, Florida, shall be included in the single combined audit report with separate management letters for each constitutional officer.

The audit should be performed in accordance with the following as they exist or as each may be subsequently amended:

- Generally accepted governmental accounting principles as promulgated by GASB
- Statements on Auditing Standards (GAAS) promulgated by the American Institute of Certified Public Accountants (AICPA)
- Government Auditing Standards (GAS) issued by the Comptroller General of the United States
- Uniform Guidance (2CFR 200) and other applicable OMB circulars
- The Federal and Florida Single Audit Acts
- Florida Statutes as applicable
- Regulations of the Florida Department of Financial Services
- Rules of the Auditor General, State of Florida, Chapter 10.550
- Audits of State and Local Governmental Units (AICPA Audit Guide revised) or other authoritative standards
- Any applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.

The auditors shall perform a study and evaluation of internal accounting and administrative controls as required by GAAS and GAO. If weaknesses are noted, recommendations should be

reviewed with the appropriate level of management and included in a separate Management Letter to each elected official.

Timeliness and the ability to complete the individual audit reports in a timely manner are critical factors in the performance of the audit. The proposer should include a proposed audit plan in consideration of the County's plan outlined in Appendix A (which will be subject to annual negotiation). The auditor will coordinate the audit with the Clerk's Finance Director and will mutually endeavor to accomplish the audit in a phased basis throughout the year to reduce the year-end workload on the County's financial audit activities.

The auditor will review and accept separate audit reports for the Human Relations Commission, the Santa Rosa Island Authority, the Pensacola Economic Development Commission, Law Library and the Housing Finance Authority.

The Auditor agrees to do the GFOA checklist review for submission to the GFOA.

The auditor will agree to end field work by February 8th and to complete a review of the CAFR in time for the County to release the CAFR by March 1st and the Annual Audit Report by the same date.

2.3 REPORTS TO BE ISSUED

The County requires:

- An opinion on the CAFR
- An opinion on the government-wide basic financial statements and all supplementary information
- A separate single audit report that complies with Uniform Guidance (2CFR200) and Rules of the Auditor General, State of Florida, Chapter 10.550 for Federal and State Programs
- A Schedule of Financial Assistance, both Federal and State
- A reports on compliance and internal control over financial reporting
- A report on Landfill Management Escrow Account activity
- A report on Section 29.008 Article V revenues and expenditures
- Individual management letters as required by Florida Statute 11.45(3)(a)4 and defined in Rule 10.554, Rule of the Auditor General, for each elected official in accordance with the Auditor General of the State of Florida that includes a summation statement of audit findings and recommendations affecting financial statements, internal control, etc.
- Data collection form for reporting on audits of states, local governments, and non-profit organizations
- Any attestations of conclusions or special reports as required from time-to-time by Florida Statutes or Rules of State Agencies
- Review the Annual Financial Report (AFR), filed via LOGER
- Issuance of Constitutional Officers' Financial Statements
- Detention Commissary Audit
- Law Library Audit Report

Prior to submission of the completed report, the audit firm's staff will be required to review a draft of the proposed report and management letter with individual constitutional officers.

After delivery of the final audit report, the firm shall have the responsibility to notify each constitutional officer of his/her right to provide a written statement of explanation or rebuttal to the auditor's comments, including corrective action to be taken.

The independent audit reports shall be delivered by the auditor to the Clerk's liaison for inclusion in the audit report that is published on behalf of the County.

2.4 SPECIAL CONSIDERATIONS AND SERVICES

A. The County will send a CAFR to the GFOA of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the auditor will be required to provide special assistance to the County to meet the requirements of that program by providing technical advice to ensure awarding of certification, including GFOA checklist review.

B. The schedules of federal and state financial assistance and related auditor's report, (data collection report) as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the CAFR.

C. Review of the accrued liability reserves for the County's self-funded Health Insurance fund, workers compensation fund and the general liability fund.

D. Review of the financial report of the County filed with the Department of Banking and Finance, State of Florida, pursuant to Section 218.32, Florida Statutes, to verify that it is in agreement with the financial statements for the year ended September 30, 2019 and all subsequent years covered by this agreement.

E. Review and issuance of special reports as required for:

- ♦ The landfill liability financial assurance
- ♦ Article V Section 29.008 report
- ♦ Detention Commissary Audit Report
- ♦ Law Library

F. The auditor must designate the partner in charge and two (2) "key" members of the audit team. The County shall reserve the right to approve any substitutions or changes in those staff designated as "key".

G. The auditor shall report to the Clerk at least weekly the status of any potential audit adjustments so that the County may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the Clerk no later than 90 days following the end of the fiscal year under audit.

H. The auditor will be available to attend the BCC meetings at which time the audit report will be submitted for acceptance. The auditor will be available to present the report or to respond to BCC questions as needed.

I. There may be instances where the auditor will need to rely on estimates prepared by third-party specialists in respective fields such as engineering and/or actuarial estimates. Guidance found in SAS 73 will govern the use of third-party estimates.

2.5 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All reports and other documents that result from the auditor's services shall become the property of the County after final payment to the auditor. No changes or revisions to such documents shall be made by the County or its agents without the auditor's written approval.

Working papers are the property of the auditor and should be held locally for a period of five years. Working papers, including those of all agencies and Constitutional Officers subject to this audit and all supporting documentation, will be available for examination or duplication without charge to the Escambia County Board of County Commissioners, authorized County personnel or designated agencies, representatives of the cognizant Federal Audit Agency, the General Accounting Office, the State of Florida Auditor General or the State Board of Accountancy. They will be made available for examination or duplication at reasonable charge to subsequent auditors engaged by the County.

The auditor will agree to notify the County if the Board of Accountancy or any other regulatory agency requests a review of the audit work papers concerning the County or any government client audited by the local office.

To make each proposer aware of certain additional contractual requirements, which the County will provide for the contract, the following points are made:

a) Understanding the nature of most CPA firms' promotion/resource reallocation practices, the County will reserve the right to approve the re-designation of any partner, manager, or seniors at the on-site supervisory or higher level. Each proposer should be aware of the County's interest in the on-site expertise and experience of the proposed project team.

b) We expect immediate compliance with any expanded scope definitions and will only consider fee adjustment where significant change can be demonstrated which will materially affect what the County should have expected the auditor to accomplish at the time of fee determination.

c) The auditor acknowledges that it will conduct its business in conformity with the provisions of Chapter 112, Florida Statutes, relating to ethics in government. In the event the auditor causes or in any way promotes or encourages a County officer, employee, or agent to violate Chapter 112, Florida Statutes, the County shall have the right to immediate termination of this agreement.

PART III - TIME REQUIREMENTS

3.1 SCHEDULE FOR CONDUCTING AUDITS

Each of the following should be completed by the Auditor no later than the dates indicated:

A. Interim Work – The auditor shall complete interim work by August 31, 2019 and all subsequent years covered by this contract.

B. Detailed Audit Plan – The auditor shall provide the County by July 31st each year both a detailed audit plan and a list of all schedules to be prepared by the County.

PART IV – ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

4.1 FINANCIAL SERVICES DEPARTMENT AND CLERICAL ASSISTANCE

The County staff and responsible management personnel will be available during the provision of services to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County.

4.2 WORK AREA, TELEPHONES, PHOTOCOPYING AND FAX MACHINES

The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and facsimile machines. The auditor will provide their own personal computer equipment and printers. The auditor will provide their own office supplies, such as pens, printer paper, etc.

4.3 REPORT PREPARATION

CAFR and annual audit report preparation, editing and printing shall be the responsibility of the Clerk. Preparation and printing of other reports described herein shall be the responsibility of the proposer. The auditor will coordinate the delivery of each constitutional officer's stand-alone financial statements and notes to the Clerk no later than December 5th so that the Clerk can prepare the consolidated financial statements used in the preparation of the CAFR.

PART V – INSTRUCTIONS FOR PREPARING PROPOSALS

5.1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principles. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

5.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format and follow the numbering format below for tabbing/indexing their RFP submittal. Proposal to include but not limited to:

1. Title Page: Title page showing the RFP's subject; the firm's name; the name, address and telephone number of contact person; and the date of the proposal.

2. Table of Contents: The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

3. Letter of Transmittal: This letter will summarize in a brief and concise manner the following:

   - Proposer's understanding of the scope of work and make a positive commitment to timely performance of work.
   - The letter must name all persons or entities interested in the proposal as principals.
   - The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
   - Identify all of the persons authorized to make representations for the proposer, including the titles, addresses and telephone numbers of such persons.
   - An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.

   The firm identified on the Letter of Transmittal will be considered the primary firm. If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The County will not consider submittals that identify a joint partnership to be formed. The primary firm identified herein will be responsible for final negotiations and receipt of payments from the County. The letter should not exceed two pages in length.

4. Executed copy of Drug Free Workplace.

5. Proposer Guarantee (Appendix B).

6. Notarized Acknowledgement of Business Type Form.

7. Statement acknowledging receipt of each addendum issued by the County.

8. Understanding of Scope of Services as detailed Part II.

9. Technical Proposal (as detailed herein).

5.3 CONTENT OF TECHNICAL PROPOSAL

A. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firms and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items B through R, must be included.

TECHNICAL PROPOSAL SHOULD UTILIZE SAME NUMBERING FORMAT IDENTIFIED HEREIN

B. Independence

1. The firm shall provide an affirmative statement that it is independent of the County as defined by generally accepted auditing standards and the US General Accounting Office's Governmental Auditing Standards.

2. The firm shall also disclose any relationships or business dealings either the firm itself or its key partners and personnel have with the County or key County personnel that could appear to be a conflict.

3. The firm should list and describe the firm's or any individual in the firm's professional relationships, if any, involving the County or key County personnel for the past five (5) years.

C. License to Practice in Florida

1. An affirmative statement must be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in Florida.

D. Firm Qualifications and Experience

1. Proposer to identify the following:
   - ♦ State whether the firm is local, national, or international
   - ♦ Size of the firm
   - ♦ Size of the firm's governmental audit staff
   - ♦ Location of the offices from which the work on this engagement is to be performed
   - ♦ Number and nature of the professional staff to be employed in this engagement on a full-time basis.

- Number and nature of the staff to be so employed on a part-time basis and a delineation of the responsibilities of the firm.

2. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years.

3. The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm or any professional staff during the past three (3) years with State Board of Accountancy or the Auditor General.

4. The firm shall also describe any litigation or proceeding whereby, during the past two years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current or pending litigation.

Failure to return this information with your proposal may result in the rejection of your proposal.

E. Partner, Supervisory and Staff Qualifications and Experience

1. The proposal shall identify the principal supervisory and management staff of engagement office, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in Florida.

2. The proposal shall also include information on the governmental, utility and electronic data processing auditing experience of each person on the team, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations and on standards setting advisory boards and committees relevant to the performance of this audit.

   As much information as possible should be provided regarding the number, qualifications, experience and training of the specific staff to be assigned to this engagement. The proposal shall also indicate how the quality of staff over the term of the agreement will be assured.

3. Describe the firm's participation and experience in quality reviews and peer reviews, specifically the inclusion of governmental audits in the quality review and peer reviews of the proposed office. Enclose a copy of the firm's latest peer review report. Report to be submitted at end of Section 5.3, Item E.

4. The auditor should outline its commitment to governmental auditing and financial reporting experience by:

   - Compliance with Florida Statutes and Rules and Government Auditing Standards for staff CPE in governmental auditing or accounting by staff levels involved.

   - Commitment to active participation in local, state and national governmental finance organizations.

   - Growth experience in number of governmental audit clients served locally, state-wide and nationally. Number of governmental clients served in the management advisory services practice of the firm locally, state-wide or nationally.

F. Similar Engagements with Other Government Entities

1. For the engagement office assigned responsibility for the audit, list and rank the five (5) most significant engagements performed in the last five years that are similar to the engagement described in this RFP. These engagements should be ranked on the basis of total staff hours.

   Indicate:

   - the scope of work
   - date
   - engagement partners
   - total hours
   - the name and telephone number of the principal client contact

   The County reserves the right to contact the above-mentioned references and any other clients.

G. Conflict of Interest

The proposal must also disclose any potential real or perceived (as outlined in GAS Chapter 3) conflicts of interest due to any other client's contract or property interests or include a notarized statement certifying that no member of your firm's ownership, management or staff currently have a vested interest which might be considered a conflict of interest. Any potential conflict of interest listed by a firm will be reviewed by the County Attorney to determine its substantivizes. If the conflict of interest is found to be substantive, the proposal will be rejected.

H. Specific Audit Approach

The proposal must set forth a work plan; including an explanation of the audit methodology to be followed to perform the services required in Part II of this RFP. In developing the work plan, reference should be made to such sources of information as the County's budget and related materials, organizational charts, manuals, programs, and other financial and management information. Proposers will be required to provide the following information on their audit approach:

1. Proposed segmentation of the engagement.

2. Staffing assignments and levels to be designated to each proposed segment of the engagement.

3. Extent of evaluation and use of electronic data processing software in the engagement.

4. Approach to be taken to gain and document an understanding of the County's internal control structure.

5. Approach to be taken in determining laws and regulations that will be subject to audit test work.

6. Approach to be taken in determining audit samples for purposes of test compliance.

I. Proof of Insurance

Firms shall provide proof that they are in compliance with the insurance requirements as described in Part I (1.21) and specifically regarding minimum coverage for Errors and Omissions Insurance.

J. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

K. Availability

Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support.

L. Additional Information

This section shall include the following items:

1. Provide a summary of any litigation filed against the proposer in the past five years which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

2. Any additional information which the proposer considers pertinent for consideration should be included in this part of the proposal.

M. Dollar Cost Bid

This section of the Proposal should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bid. Such costs should not be included in the proposal.

The first page of the price proposal should include the following information:

1. Name of Firm

2. Certification that the person signing the proposal is entitled to represent the firm empowered to submit the bid and authorized to sign a contract with the County.

3. A total all-inclusive maximum price for the 2019 engagement.

N. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The second page of the dollar cost proposal should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A, Part 1), that supports the total all-inclusive maximum price.

The cost of special services described in Part II (2.4) of this RFP should be disclosed as separate components of the total all-inclusive maximum price using the formats provided in Appendix A, Parts 2 and 3.

O. Out-of-Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed in accordance with Section 112.061, Florida Statutes. All estimated out-of-pocket expenses to be reimbursed should be presented in the dollar cost bid in the format provided in the attachment (Appendix A). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the proposal pricing cost, stating that travel, lodging and subsistence expenses included in the total all-inclusive price are in accordance with Section 112.061, Florida Statutes.

P. Rates for Additional Professional Services

If it should become necessary for the County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only upon a written agreement between the County and the firm. Any such additional work agreed to between the County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

Q. Pricing for Contract Years 1 through 5

Use the lower section of Appendix A, Part 1, to provide the total all-inclusive price for contract years 1 through 5. If the proposed hourly rates used to calculate the total all-inclusive price for any contract year are different from contract year 1 rates, provide an index for those years or provide rates for each staff level and each contract year for which there is a change. Also include a statement that those rates will be applicable for any additional professional services which may be requested during those contract years.

R. Manner of Payment

Payments will be based on a percentage of completion methodology based on scheduled milestones/progress, to be developed upon awarding of the contract. The County will withhold retainage from all scheduled payments until final completion of the Audit. Retainage rate will be 10%; at 50% completion the rate will be reduced to 5%. The County reserves the right to inspect records supporting the auditor's billings.

PART VI – EVALUATION OF PROPOSALS

6.1 EVALUATION CRITERIA

The County will evaluate proposals and will select the proposer(s) which meets the best interests of the County. The County shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The County's decision will be final.

The following represent the principal selection criteria and related weight values; however, not limited to, which will be considered during the evaluation process.

Criteria	Weight Values
Responsiveness of the proposal related to the scope of work	0 - 5
Ability, capacity, and skill of the proposer to perform the services on a timely basis	0 - 30
Responses of the clients' governmental references	0 - 10
Experience of the business and individual members of the business in accomplishing similar services	0 - 5
Total price	0 - 30
Recent, current and projected workload of proposing auditors	0 - 5
The quality, availability, and adaptability of the services to the particular need requested	0 - 10
Local presence	0 - 5
Total	0 - 100

ALTHOUGH COST IS OF CONSIDERABLE IMPORTANCE, IT WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM

BILLING/PAYMENT SCHEDULE

Audit Plan/Phase	Completion Date	Payment Progress
Planning	July 31st	Progress billing
Preliminary Field Work (Interim)	August 31st	Progress billing
Progress Billings (Monthly)		Progress billings
Year End Field Work	February 15th	Progress billing
Completed Reviews/Exit Conferences and Release of Reports	March 15th	Final billing

AUDIT TIME LINE

June 25, 2018 (one week) ..... Auditor Field Work Testing
September 20, 2018 (Thurs) ..... Approval of Budget by BOCC
September 21, 2018 (Fri) (L-Vendors & PR) ..... Check Run
September 25, 2018 (Tue) (AP) ..... Check Run
September 27, 2018 (Thurs) (Visa) ..... Check Run
September 30, 2018 ..... Computer down (NO ENTRIES)
..... Run Reports from Year End Procedures, Backup files
..... Close Period 12, Open Period 13 & 1
September 28, 2018 (Fri) ..... (IT) Move Live Payroll to Training for all Databases
October 3, 2018 (Wed) ..... Change fund/Petty cash letters, Supplies Inventories
October 4, 2018 (Thurs) ..... Comp earned/leave taken reports due
October 4, 2018 (Thurs) ..... Payroll accrual due
October 4, 2018 (Thurs) ..... All Daily Deposit Reports
..... Interdepartmental AR reports and billings due
October 10, 2018 (Wed) ..... PCard Receipts due
..... Final Submission of all Invoices, Receiving Reports &
..... Vouchers (Including Contracts)
..... Compensated absences JE due
October 10, 2018 (Wed) ..... Bank Recons and A/R Recons
October 16, 2018 (Tue) ..... All Payables Loaded
October 17, 2018 (Wed) ..... Final Check Run for FY2018 Appropriations
October 19, 2018 (Fri) ..... Final Visa for FY2018
October 19, 2018 (Fri) ..... Run Reports for Encumbrance Rollover
October 22, 2018 (Mon) ..... AP Accruals, Run Aged AP report (Donna/Beth)
October 22, 2018 (Mon) ..... Revenue accruals due
October 22, 2018 (Mon) ..... Grant accruals due
November 1, 2018 (Thurs) ..... BOCC to approve encumbrance roll over / Budget adjustment
November 2, 2018(Fri) ..... Post Rollover Budget Amendments
..... Fixed Asset Expenditure Reclass entries & Fixed Asset Posting
November 6, 2018 (Tue) ..... All fund folder assignments Done/All entries to GL Done
November 8, 2018 (Thurs) ..... Audit Schedules & PBC list items due
November 9, 2018 (Fri) ..... Veteran's Day Holiday, County Offices Closed
November 19, 2018 (Mon) ..... Auditors Return
November 12-16, 2018 (Mon-Fri) ..... Fund Level data entry for CAFR, Cash Flows
December 3, 2018 (Fri) ..... Receive Final Draft Elected Officials'
..... Transfers/DT-DF Schedules Due
December 28, 2018 (Fri) ..... Receive Final Draft FS (PEDC,HRC,SRIA,LL)
January 7-11, 2019 ..... Exit Conferences with Elected Officials, Receive Responses
January 15, 2019 (Tue) ..... Article V Sec 29 Report to Auditor
January 21, 2019 (Mon) ..... Receive Final Article V Sec 29 report from Auditor
January 25, 2019 (Fri) ..... CAFR draft to Auditor
January 30, 2019 (Wed) ..... Draft AFR to Auditor
February 15, 2019 (Fri) ..... End of Field Work, Final CO's FS
February 8, 2019 (Fri) ..... Draft CAFR-AG to Auditor
February 19, 2018 (Tues) ..... Final Auditor Approval AFR, CAFR, CAFR-AG,
..... Landfill Escrow, Single Audit/Data Collection, LL, Commissary
March 14, 2019 (Thurs.) ..... CAFR/CAFR-AG Agenda Acceptance
March 4-8, 2019 ..... Print/Bind and (Release) CAFR/CAFR-AG

NOTE: Run System Roll for FY18 each week after AP & JEs to accurately reflect FY18 cash.

M. Dollar Cost Bid

1. Warren Averett, LLC

2. Kristen R. McAllister, CPA, CGFM is entitled to represent the Firm, empowered to submit the bid and authorized to sign a contract with the County.

3. The total all-inclusive maximum price for the 2019 engagement is $220,000.

The information in this document is privileged and confidential and is protected from disclosure. Dissemination, distribution or copying of this communication without the express permission of Warren Averett is strictly prohibited.

N. Rates by Member, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

Schedule of Professional Fees and Expenses
For the Audit of the September 30, 2019 – 2023 Financial Statements:
Supporting Schedule for Audit Services

	Hours	Standard Rates	Proposed Total
Members	300	$ 295	$ 88,500
Managers	565	$ 255	$144,075
Supervisors	350	$ 205	$ 71,750
Other Staff	300	$ 175	$ 52,500
IT Specialist	40	$ 225	$ 9,000
Subtotal	1555		$ 365,825
Projected 40% discount			($ 145,823)
All-inclusive price			$ 220,000
Total Price for Audit Services			
Year 1			$ 220,000
Year 2			$ 222,200
Year 3			$ 224,422
Year 4			$ 226,666
Year 5			$ 228,933
Grand Total Price for Audit Services (5 Years)			**$ 1,122,221**

Note: Years two through five are based on 1% increases in rates. These rates will apply to additional services that might be requested by the County.

We bring our experience to the field.
Our commitment to finishing timely and providing the County the highest level of service with experienced team members is evidenced by the Member and Manager time committed in our proposed hours. **Approximately 55% of the total hours are incurred at the Member and Manager level.**

The actual hours will vary year-to-year depending on implementation of new GASB pronouncements, changes to reporting standards, changes required by the Florida Auditor General, changes to opinion units, types and number of major federal programs and state projects selected for audit, as well as technological advancements for efficiency.

We will provide interim progress billings on the dates per the contract guidelines at the rates above. Regardless of the number of hours necessary to complete the job, we will not exceed the maximum all-inclusive price. The projected discount indicated above is based on the estimated hours and standard rates and will be applied on the final invoice.

Name of Firm: Warren Averett, LLC

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APPENDIX A, PART 2

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR ADDITIONAL SERVICES NOT IDENTIFIED IN PART II

		STANDARD HOURLY RATES
Partners		$ 295
Managers		$ 255
Supervisory Staff		$ 205
Staff		$ 175
Other (specify):	IT Specialist	$ 225
Other (specify):		$

Other Expenses (specify):

Name of Firm: Warren Averett, LLC

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O. Out-Of-Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Warren Averett understands that all out-of-pocket expenses for Firm personnel (e.g. travel, lodging and subsistence) will be reimbursed in accordance with Section 112.061, Florida Statutes; however, due to our close proximity to the County offices, we do not anticipate any out-of-pocket expenses.

P. Rates for Additional Professional Services

If the County requests any additional services to either supplement the services requested in the RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such work will be performed only upon a written agreement between the County and Warren Averett. Any such additional work agreed to between the County and Warren Averett will be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

Q. Pricing for Contract Years 1 Through 5

The rates listed below are the total all-inclusive prices for contract years one through five. These rates will be applicable for any additional professional services which may be requested during those contract years.

Schedule of Professional Fees and Expenses
For the Audit of the September 30, 2019 – 2023
Financial Statements:
Supporting Schedule for Audit Services

Total Price for Audit Services	
Year 1	$ 220,000
Year 2	$ 222,200
Year 3	$ 224,422
Year 4	$ 226,666
Year 5	$ 228,933
Grand Total Price for Audit Services (5 Years)	**$ 1,122,221**

Note: Years two through five are based on 1% increases in rates. These rates will apply to additional services that might be requested by the County.

Name of Firm: Warren Averett, LLC

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ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSAL

FINANCIAL AUDITING SERVICES

SPECIFICATION NUMBER PD 18-19.004
BIDS WILL BE RECEIVED UNTIL: 1:00 P.m., CDT, February 26, 2019

213 Palafox Place, 2nd Floor, Room 11.407
Pensacola, FL 32502
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners
Lumon J. May, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Steven Barry
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4918
E-Mail: Prnobles@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.

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PART I – GENERAL INFORMATION

1.1 DEFINITIONS

For the purposes of this Request for Proposal (RFP), "proposer" shall mean contractors, consultants, proposers, organizations, firms, or other persons submitting a response to this RFP.

1.2 PURPOSE

The Escambia County Board of County Commissioners (hereinafter referred to as "BCC") is seeking the professional services of a qualified auditing firm to provide services in connection to the County's Annual Financial Audit. This RFP provides guidelines for the submission of proposals in response to Financial Audit Services.

1.3 PROPOSAL SUBMISSION AND WITHDRAWAL

The Project Director shall be Stephan Hall, Director, Management and Budget Services. The liaison officer shall be Sharon Harrell, Interim Finance Director, Clerk of the Circuit Court & Comptroller's Office (hereinafter referred to as "Clerk"). The contracting agency shall be the Escambia County BCC's Purchasing Office. The BCC shall not be held responsible for the content of RFP packages obtained from any third party source nor will they be responsible for providing addenda to potential proposers who receive a RFP package from other sources than BCC's Purchasing Office.

The BCC will receive proposals at the following address:

Board of County Commissioners
Purchasing Department
Attn: Paul R. Nobles
213 Palafox Place, 2nd Floor
Pensacola, FL 32502

To facilitate processing, please mark the outside of the envelope as follows: RFP for Financial Audit Services. The envelope shall also include the proposer's return address.

Proposers shall submit one (1) original and seven (7) copies for a total of eight (8) sets of the proposal and one (1) electronic copy in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery or by mail.

THE BCC SHALL RECEIVE ALL PROPOSALS 1:00 P.m., CDT, February 26, 2019 IN THE BCC'S PURCHASING OFFICE AT 213 PALAFOX PLACE, 2ND FLOOR.

Proposers may withdraw their proposals by notifying the BCC in writing at any time prior to the deadline for proposal submittal. After the deadline, proposals once opened, become a public record of Escambia County and will not be returned to the proposers. The County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

The right is reserved by the BCC to accept any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project.

Upon opening, proposals are subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, state the reasons why such exclusion from public disclosure is necessary and the legal basis for such exemption, including a specific statutory citation for such exemption.

1.4 INVITATION TO PROPOSE

The BCC is requiring all proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending September 30, 2019 through September 30, 2023, with the option to renew for five (5) additional one-year periods. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits set forth in the Governmental Auditing Standards issued by the Comptroller General of the United States and the provisions of the Federal and State Single Audit Acts.

1.5 MINIMUM QUALIFICATIONS

A firm submitting a proposal shall meet the following requirements:

a. The firm must have been established as a legal entity in the State of Florida and have performed continuous CPA services for a minimum of five (5) years.

b. The firm must also be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

c. The firm must meet the standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (the yellow book) and Laws and Rules of the Florida Board of Accountancy Chapter 455 and 475, FS Chapter 11, 218 and other applicable statutes, and Florida Administrative Code Chapter 61H1.

1.6 CONTRACT AWARDS

The BCC anticipates entering into a contract with the proposer who submits the proposal judged by the County to be most advantageous. The BCC anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The proposer understands that this RFP does not constitute an offer or a contract with the BCC. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the County, an agreement executed by parties and approved by the appropriate level of authority within the County. A sample Contract is attached to this RFP. The BCC anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP may deviate from the Sample Contract if in the County's opinion such deviation is reasonable, justifiable and serves the best interest of this procurement and of the BCC.

In the event the parties are unable to negotiate terms acceptable to the County, the County may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may re-solicit proposals.

The County reserves the right to reject all proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The County may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.7 DEVELOPMENT COSTS

Neither the County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1.8 INQUIRIES

Interested proposers may direct questions to Paul R. Nobles. The BCC's Purchasing Office will act as a clearinghouse for all questions and answers regarding the RFP.

Paul R. Nobles
850-595-4918 phone
E-mail address prnobles@myescambia.com

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The County may mail written addenda before the date fixed for receiving proposals. Proposers shall contact the County to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding upon the County and should be disregarded.

All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the County through written communication with the County prior to the opening of the proposals.

1.9 TIME TABLES

The County and proposers shall adhere to the following schedule in all actions concerning this RFP:

For a complete time table see Appendix D

a. The last day for question and answer clarifications regarding the proposal will be February 19, 2019 at 5:00 pm CDT.

b. The County shall receive the proposals by the 1:00 pm CDT February 26, 2019.

c. The County will review and evaluate the proposals in a timely manner.

d. Short-listed firms will be scheduled for oral presentations in March.

e. The County may enter into a contract after obtaining appropriate approvals and conducting negotiations.

f. Anticipate finalization of contract with awarded firm by March 4, 2019 for placement on Agenda for next BCC meeting.

g. Anticipated contract term will begin with the fiscal year ending September 30, 2019. For audit planning purposes the field work and interim testing for the first nine months of the fiscal year will occur during June 2019. The final field work for the fiscal year

ending September 30, 2019 will occur during November and December 2019. Future contract renewal terms will follow same date pattern.

1.10 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County to do so. The County will notify proposers of all changes in scheduled due dates by written addenda.

1.11 ADDENDA

If revisions become necessary, the County will provide written addenda to all proposers who have received the RFP via mail or fax. The County shall not be responsible for providing said addenda to potential proposers who receive a proposal package from other sources. All addenda issued by the County will include a receipt form that must be signed and included with any proposals that are submitted to the County. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to the County.

1.12 SELECTION PROCESS

Evaluation of proposals will be conducted by the County's audit committee. The audit committee is comprised of one representative from each of the elected officials, specifically the BCC, the Sheriff, the Tax Collector, the Property Appraiser, the Clerk, and the Supervisor of Elections. The committee will short list a minimum of three (3) proposers to be finalists for further consideration based on the initial submittal. During the initial evaluation process, the proposers may be required to submit follow-up information for clarification purposes only.

In the event that there are less than three (3) responsive proposals, the committee will give further consideration to the remaining proposals received.

Upon short listing, the committee will then conduct any of the following: discussions, interviews, or oral presentations (at proposer's expense) for clarification purposes only, with the finalists and re-evaluate and rate the finalist's proposals. The top ranked proposers resulting from this process will be recommended for award to the BCC.

Respondents will be ranked in order as determined by the audit committee of being best qualified based on the considerations listed in the evaluation criteria. Award sequence will be based on the established ranking.

1.13 NEWS RELEASES

The proposer shall obtain the prior approval of the BCC of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates generated by the proposer or its agents.

1.14 LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of RFP receipt. This license shall remain current through the duration of the engagement. The proposal of any proposer that is not fully licensed and certified shall be rejected.

1.15 PUBLIC ENTITY CRIMES

In accordance with applicable portions of Section 287.133, Florida Statutes, which read as follows:

"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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

1.16 CODE OF ETHICS

If any proposer violates or is a party to a violation of the Code of Ethics of the County of Escambia or the State of Florida with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals of work, goods or services for the County of Escambia. A copy of the County and State Ethics Codes is available at the BCC's Purchasing Office.

1.17 DRUG-FREE WORKPLACE

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1.18 PROCUREMENT POLICIES AND PROCEDURES

This RFP is governed by the County. Policies and Procedures for procurement are available for your review at the Board's Purchasing Office or at www.myescambia.com.

1.19 POLITICAL CAMPAIGNS

During the term of this Agreement, the Consultant or any employee or associate, shall not be involved in any political campaign for County elective office nor make financial contribution(s) to any such campaign.

1.20 CONDUCT OF PARTICIPANTS

All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the BCC and other local elected officials or any member of the Selection Committee at any time during the course of the solicitation process. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the Selection Committee regarding

the pending solicitation or its outcome until after the Committee has arrived at a recommendation of the most qualified submitters. Until such recommendation is disclosed, any contact with the Selection Committee shall be channeled through the Office of Purchasing. Failure to comply with this procedure will result in rejection/disqualification of said submittal without exception.

1.21 INSURANCE

The proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein. In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

INSURANCE REQUIREMENTS
(proof of ability to obtain to be submitted with proposal)

WORKER'S COMPENSATION
The proposer shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days' notice of cancellation is required and must be provided to the County of Escambia via Certified Mail.

COMMERCIAL GENERAL LIABILITY
The proposer shall procure and maintain, for the life of this Contact/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be **$1,000,000** per occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability with a deductible no more than $10,000.

The County of Escambia must be named as an additional insured. The additional insured requirement is waived if Owners and Proposers' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the County of Escambia via Certified Mail in the event of cancellation.

BUSINESS AUTOMOBILE LIABILITY
The proposer shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be **$500,000** per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the proposer does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the proposer indicating the following:

_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of this Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Proposer's Signature: _____
Thirty (30) days written notice must be provided to the County of Escambia via Certified Mail in the event of cancellation.

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

The Consultant shall procure and maintain, for the life of this Contract/Agreement either Professional Liability Insurance or Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis.

The minimum limits of coverage shall be $1,000,000 per occurrence with a deductible of no more than $10,000.

Thirty (30) days written notice must be provided to the County of Escambia via Certified Mail in the event of cancellation.

SUPPLEMENTAL PROVISIONS

The insurance coverage and conditions afforded by this policy(s) shall not be suspended, voided, canceled or modified, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the Clerk's Office that originated this contract.

Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the BCC's Purchasing Office and approved prior to the start of any work or the possession of any County property or the commencement of services, as application.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Consultant shall indemnify and hold harmless the County, its 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 Consultant and persons employed or utilized by Consultant in the performance of this agreement. Except as specifically provided herein, this agreement shall not require the Consultant to indemnify the County, its officers, and employees from any liability, damage, loss, claim, action, or proceeding.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the County to enforce this indemnification Clause shall be borne by the Consultant. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

1.22 DEFINITIONS

The following definitions are listed to present a clear understanding of operational terms:

Auditor means the independent certified public accountant retained and paid by the County to perform a financial audit.

County Agency means a Board of County Commissioners, a Clerk & Comptroller, a Sheriff, a Property Appraiser, a Tax Collector, a Supervisor of Elections, Pensacola Bay Center, Law Library or any other officer in whom any portion of the audit is included.

Financial Audit means an examination of the County's financial statements and the individual elected official audit reports in order to express an opinion on the fairness with which they present financial position, results of operations, and changes in financial position in conformity with generally accepted governmental accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

STATEMENT OF RESPONSE

ANNUAL FINANCIAL AUDIT SERVICES

FOR ESCAMBIA COUNTY

If you are not proposing on this service/commodity, please complete and return this form to the BCC's Purchasing Office via fax number 850.595.4806. Failure to respond may result in deletion of your firm's name from the qualified vendor list of the County.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a proposal on the above because of the following reasons:

_____ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturing only (explain below)

_____ Insufficient time to respond

_____ We do not offer this product, service or equivalent

_____ Our schedule would not permit us to perform

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

_____

_____

.

Drug Free Workplace Form

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____
Bidder's Signature Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
by _____ (print name of the public entity)
_____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is
_____
_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:
_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. Predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission exp _____

_____
(Printed typed or stamped commissioned name of notary public)

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)
Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____
What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business
in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____
Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____
Director:_____
Other:_____
Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government**)**

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number:_____Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

(850) 488-9000 Verified by:_____ Date:_____

PART II – STATEMENT OF WORK

2.1 WORK OBJECTIVE

This RFP solicits proposals from certified public accounting firms to provide the County with an annual financial statement audit. The RFP is to provide responding parties with guidelines and information to aid in their submission of proposals.

The County will contract for five annual audits (2019, 2020, 2021, 2022, and 2023) based on a fee not to exceed a maximum amount (per year) with provisions for extension of the contract for five one year renewal terms. Additional services will be contracted for separately with the County reserving the right to solicit to other firms.

Escambia County has a population of approximately 315,187 people and is located in the northwestern part (the "Panhandle") of Florida. The County employs some 2,497 full-time employees and has total net position of over $602 million and revenues of over $506 million for the year ending September 30, 2017. The County organizational chart is presented on pages 36 & 37. The County has consecutively received the GFOA's Certificate of Achievement.

The County provides a pension plan through the Florida Retirement System (FRS) for all full-time employees of the County. FRS is a multiple employer cost sharing defined benefit pension plan established in 1970 by Chapter 121, Florida Statutes and is administered by the Florida Department of Management Services, Division of Retirement. Financial reports including financial statements and required supplementary information are available.

The County's accounting system is substantially fully automated. All Clerk Finance Department staff have a personal computer with access to the accounting system(s). Computer access will be made available to the auditors. The primary accounting software is an integrated financial system supplied by Superion (formerly Sunguard Pentamation), including general ledger, payroll, purchasing, fixed assets, accounts receivable, cash receipts, and extended reporting. The Finance Department utilizes reports from the accounting software, various spreadsheets, and word processing documents in preparing the Comprehensive Annual Financial Report (CAFR). In addition, Finance Department staff use personal computers extensively in day-to-day applications.

The County will provide adequate work and storage space during the field work period. County staff will be available to pull documents and prepare schedules that are agreed to prior to the start of the year-end field work.

Available for inspection are the County's CAFR, CAFR AG and Annual Audit Reports (for various years) on the Clerk's Website at www.escambiaclerk.com.

2.2 SCOPE OF WORK TO BE PERFORMED

The scope of the audit engagement will require the examination of the BCC and individual elected officials', the Pensacola Bay Center, and the Law Library (collectively known as "the County") financial statements as required by the Auditor General for the period of October 1, 2019 through September 30, 2023, and verification of beginning balances, in order to express an opinion on the fairness with which they present the financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.

The funds and account groups to be audited are those included or includable in the County's annual audit report (available at www.escambiaclerk.com). The County shall have closed, balanced, and prepared financial statements for all funds and account groups to be examined by the auditor in a schedule of events ending prior to November 25th, of each year, with the exception of the GASB 68 Florida Retirement System entry. The Clerk will have primary responsibility for producing the CAFR (and all elements thereof) as well as the Annual Audit Report. The auditor shall assist in finalizing the County's annual financial report, and shall include an opinion in its report regarding the County's CAFR; as well as the individual elected officials' audit reports (including notes to financial statements), and shall include an opinion in its report regarding the County's CAFR and supplemental financial schedules. The opinion shall reference the audit of the County's governmental and business-type activities, each major fund and the aggregate remaining fund information. The County shall also provide additional financial and non-financial information not subject to examination by the auditor but necessary to conform to the principles and standards of public financial reporting necessary to submit the County's CAFR to the Government Finance Officers Association (GFOA) Certificate of Achievement Program. The County's CAFR will additionally be expected to meet any present or to-be-established standards for disclosure attributed to the CAFR to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

All records of constitutional officers of Escambia County, Florida, shall be included in the single combined audit report with separate management letters for each constitutional officer.

The audit should be performed in accordance with the following as they exist or as each may be subsequently amended:

- Generally accepted governmental accounting principles as promulgated by GASB
- Statements on Auditing Standards (GAAS) promulgated by the American Institute of Certified Public Accountants (AICPA)
- Government Auditing Standards (GAS) issued by the Comptroller General of the United States
- Uniform Guidance (2CFR 200) and other applicable OMB circulars
- The Federal and Florida Single Audit Acts
- Florida Statutes as applicable
- Regulations of the Florida Department of Financial Services
- Rules of the Auditor General, State of Florida, Chapter 10.550
- Audits of State and Local Governmental Units (AICPA Audit Guide revised) or other authoritative standards
- Any applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.

The auditors shall perform a study and evaluation of internal accounting and administrative controls as required by GAAS and GAO. If weaknesses are noted, recommendations should be

reviewed with the appropriate level of management and included in a separate Management Letter to each elected official.

Timeliness and the ability to complete the individual audit reports in a timely manner are critical factors in the performance of the audit. The proposer should include a proposed audit plan in consideration of the County's plan outlined in Appendix A (which will be subject to annual negotiation). The auditor will coordinate the audit with the Clerk's Finance Director and will mutually endeavor to accomplish the audit in a phased basis throughout the year to reduce the year-end workload on the County's financial audit activities.

The auditor will review and accept separate audit reports for the Human Relations Commission, the Santa Rosa Island Authority, the Pensacola Economic Development Commission, Law Library and the Housing Finance Authority.

The Auditor agrees to do the GFOA checklist review for submission to the GFOA.

The auditor will agree to end field work by February 8th and to complete a review of the CAFR in time for the County to release the CAFR by March 1st and the Annual Audit Report by the same date.

2.3 REPORTS TO BE ISSUED

The County requires:

- An opinion on the CAFR
- An opinion on the government-wide basic financial statements and all supplementary information
- A separate single audit report that complies with Uniform Guidance (2CFR200) and Rules of the Auditor General, State of Florida, Chapter 10.550 for Federal and State Programs
- A Schedule of Financial Assistance, both Federal and State
- A reports on compliance and internal control over financial reporting
- A report on Landfill Management Escrow Account activity
- A report on Section 29.008 Article V revenues and expenditures
- Individual management letters as required by Florida Statute 11.45(3)(a)4 and defined in Rule 10.554, Rule of the Auditor General, for each elected official in accordance with the Auditor General of the State of Florida that includes a summation statement of audit findings and recommendations affecting financial statements, internal control, etc.
- Data collection form for reporting on audits of states, local governments, and non-profit organizations
- Any attestations of conclusions or special reports as required from time-to-time by Florida Statutes or Rules of State Agencies
- Review the Annual Financial Report (AFR), filed via LOGER
- Issuance of Constitutional Officers' Financial Statements
- Detention Commissary Audit
- Law Library Audit Report

Prior to submission of the completed report, the audit firm's staff will be required to review a draft of the proposed report and management letter with individual constitutional officers.

After delivery of the final audit report, the firm shall have the responsibility to notify each constitutional officer of his/her right to provide a written statement of explanation or rebuttal to the auditor's comments, including corrective action to be taken.

The independent audit reports shall be delivered by the auditor to the Clerk's liaison for inclusion in the audit report that is published on behalf of the County.

2.4 SPECIAL CONSIDERATIONS AND SERVICES

A. The County will send a CAFR to the GFOA of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting Program. It is anticipated that the auditor will be required to provide special assistance to the County to meet the requirements of that program by providing technical advice to ensure awarding of certification, including GFOA checklist review.

B. The schedules of federal and state financial assistance and related auditor's report, (data collection report) as well as the reports on the internal control structure and compliance, are to be issued in conjunction with the CAFR.

C. Review of the accrued liability reserves for the County's self-funded Health Insurance fund, workers compensation fund and the general liability fund.

D. Review of the financial report of the County filed with the Department of Banking and Finance, State of Florida, pursuant to Section 218.32, Florida Statutes, to verify that it is in agreement with the financial statements for the year ended September 30, 2019 and all subsequent years covered by this agreement.

E. Review and issuance of special reports as required for:

- ♦ The landfill liability financial assurance
- ♦ Article V Section 29.008 report
- ♦ Detention Commissary Audit Report
- ♦ Law Library

F. The auditor must designate the partner in charge and two (2) "key" members of the audit team. The County shall reserve the right to approve any substitutions or changes in those staff designated as "key".

G. The auditor shall report to the Clerk at least weekly the status of any potential audit adjustments so that the County may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the Clerk no later than 90 days following the end of the fiscal year under audit.

H. The auditor will be available to attend the BCC meetings at which time the audit report will be submitted for acceptance. The auditor will be available to present the report or to respond to BCC questions as needed.

I. There may be instances where the auditor will need to rely on estimates prepared by third-party specialists in respective fields such as engineering and/or actuarial estimates. Guidance found in SAS 73 will govern the use of third-party estimates.

2.5 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All reports and other documents that result from the auditor's services shall become the property of the County after final payment to the auditor. No changes or revisions to such documents shall be made by the County or its agents without the auditor's written approval.

Working papers are the property of the auditor and should be held locally for a period of five years. Working papers, including those of all agencies and Constitutional Officers subject to this audit and all supporting documentation, will be available for examination or duplication without charge to the Escambia County Board of County Commissioners, authorized County personnel or designated agencies, representatives of the cognizant Federal Audit Agency, the General Accounting Office, the State of Florida Auditor General or the State Board of Accountancy. They will be made available for examination or duplication at reasonable charge to subsequent auditors engaged by the County.

The auditor will agree to notify the County if the Board of Accountancy or any other regulatory agency requests a review of the audit work papers concerning the County or any government client audited by the local office.

To make each proposer aware of certain additional contractual requirements, which the County will provide for the contract, the following points are made:

a) Understanding the nature of most CPA firms' promotion/resource reallocation practices, the County will reserve the right to approve the re-designation of any partner, manager, or seniors at the on-site supervisory or higher level. Each proposer should be aware of the County's interest in the on-site expertise and experience of the proposed project team.

b) We expect immediate compliance with any expanded scope definitions and will only consider fee adjustment where significant change can be demonstrated which will materially affect what the County should have expected the auditor to accomplish at the time of fee determination.

c) The auditor acknowledges that it will conduct its business in conformity with the provisions of Chapter 112, Florida Statutes, relating to ethics in government. In the event the auditor causes or in any way promotes or encourages a County officer, employee, or agent to violate Chapter 112, Florida Statutes, the County shall have the right to immediate termination of this agreement.

PART III - TIME REQUIREMENTS

3.1 SCHEDULE FOR CONDUCTING AUDITS

Each of the following should be completed by the Auditor no later than the dates indicated:

A. Interim Work – The auditor shall complete interim work by August 31, 2019 and all subsequent years covered by this contract.

B. Detailed Audit Plan – The auditor shall provide the County by July 31st each year both a detailed audit plan and a list of all schedules to be prepared by the County.

PART IV – ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

4.1 FINANCIAL SERVICES DEPARTMENT AND CLERICAL ASSISTANCE

The County staff and responsible management personnel will be available during the provision of services to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County.

4.2 WORK AREA, TELEPHONES, PHOTOCOPYING AND FAX MACHINES

The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and facsimile machines. The auditor will provide their own personal computer equipment and printers. The auditor will provide their own office supplies, such as pens, printer paper, etc.

4.3 REPORT PREPARATION

CAFR and annual audit report preparation, editing and printing shall be the responsibility of the Clerk. Preparation and printing of other reports described herein shall be the responsibility of the proposer. The auditor will coordinate the delivery of each constitutional officer's stand-alone financial statements and notes to the Clerk no later than December 5th so that the Clerk can prepare the consolidated financial statements used in the preparation of the CAFR.

PART V – INSTRUCTIONS FOR PREPARING PROPOSALS

5.1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principles. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

5.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format and follow the numbering format below for tabbing/indexing their RFP submittal. Proposal to include but not limited to:

1. Title Page: Title page showing the RFP's subject; the firm's name; the name, address and telephone number of contact person; and the date of the proposal.

2. Table of Contents: The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

3. Letter of Transmittal: This letter will summarize in a brief and concise manner the following:

   - Proposer's understanding of the scope of work and make a positive commitment to timely performance of work.
   - The letter must name all persons or entities interested in the proposal as principals.
   - The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
   - Identify all of the persons authorized to make representations for the proposer, including the titles, addresses and telephone numbers of such persons.
   - An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.

   The firm identified on the Letter of Transmittal will be considered the primary firm. If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The County will not consider submittals that identify a joint partnership to be formed. The primary firm identified herein will be responsible for final negotiations and receipt of payments from the County. The letter should not exceed two pages in length.

4. Executed copy of Drug Free Workplace.

5. Proposer Guarantee (Appendix B).

6. Notarized Acknowledgement of Business Type Form.

7. Statement acknowledging receipt of each addendum issued by the County.

8. Understanding of Scope of Services as detailed Part II.

9. Technical Proposal (as detailed herein).

5.3 CONTENT OF TECHNICAL PROPOSAL

A. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of the County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firms and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items B through R, must be included.

TECHNICAL PROPOSAL SHOULD UTILIZE SAME NUMBERING FORMAT IDENTIFIED HEREIN

B. Independence

1. The firm shall provide an affirmative statement that it is independent of the County as defined by generally accepted auditing standards and the US General Accounting Office's Governmental Auditing Standards.

2. The firm shall also disclose any relationships or business dealings either the firm itself or its key partners and personnel have with the County or key County personnel that could appear to be a conflict.

3. The firm should list and describe the firm's or any individual in the firm's professional relationships, if any, involving the County or key County personnel for the past five (5) years.

C. License to Practice in Florida

1. An affirmative statement must be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in Florida.

D. Firm Qualifications and Experience

1. Proposer to identify the following:
   - ♦ State whether the firm is local, national, or international
   - ♦ Size of the firm
   - ♦ Size of the firm's governmental audit staff
   - ♦ Location of the offices from which the work on this engagement is to be performed
   - ♦ Number and nature of the professional staff to be employed in this engagement on a full-time basis.

- Number and nature of the staff to be so employed on a part-time basis and a delineation of the responsibilities of the firm.

2. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years.

3. The firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm or any professional staff during the past three (3) years with State Board of Accountancy or the Auditor General.

4. The firm shall also describe any litigation or proceeding whereby, during the past two years, a court or any administrative agency has ruled against the firm in any manner related to its professional activities. Similar information shall be provided for any current or pending litigation.

Failure to return this information with your proposal may result in the rejection of your proposal.

E. Partner, Supervisory and Staff Qualifications and Experience

1. The proposal shall identify the principal supervisory and management staff of engagement office, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in Florida.

2. The proposal shall also include information on the governmental, utility and electronic data processing auditing experience of each person on the team, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations and on standards setting advisory boards and committees relevant to the performance of this audit.

   As much information as possible should be provided regarding the number, qualifications, experience and training of the specific staff to be assigned to this engagement. The proposal shall also indicate how the quality of staff over the term of the agreement will be assured.

3. Describe the firm's participation and experience in quality reviews and peer reviews, specifically the inclusion of governmental audits in the quality review and peer reviews of the proposed office. Enclose a copy of the firm's latest peer review report. Report to be submitted at end of Section 5.3, Item E.

4. The auditor should outline its commitment to governmental auditing and financial reporting experience by:

   - Compliance with Florida Statutes and Rules and Government Auditing Standards for staff CPE in governmental auditing or accounting by staff levels involved.

   - Commitment to active participation in local, state and national governmental finance organizations.

   - Growth experience in number of governmental audit clients served locally, state-wide and nationally. Number of governmental clients served in the management advisory services practice of the firm locally, state-wide or nationally.

F. Similar Engagements with Other Government Entities

1. For the engagement office assigned responsibility for the audit, list and rank the five (5) most significant engagements performed in the last five years that are similar to the engagement described in this RFP. These engagements should be ranked on the basis of total staff hours.

   Indicate:

   - the scope of work
   - date
   - engagement partners
   - total hours
   - the name and telephone number of the principal client contact

   The County reserves the right to contact the above-mentioned references and any other clients.

G. Conflict of Interest

The proposal must also disclose any potential real or perceived (as outlined in GAS Chapter 3) conflicts of interest due to any other client's contract or property interests or include a notarized statement certifying that no member of your firm's ownership, management or staff currently have a vested interest which might be considered a conflict of interest. Any potential conflict of interest listed by a firm will be reviewed by the County Attorney to determine its substantivizes. If the conflict of interest is found to be substantive, the proposal will be rejected.

H. Specific Audit Approach

The proposal must set forth a work plan; including an explanation of the audit methodology to be followed to perform the services required in Part II of this RFP. In developing the work plan, reference should be made to such sources of information as the County's budget and related materials, organizational charts, manuals, programs, and other financial and management information. Proposers will be required to provide the following information on their audit approach:

1. Proposed segmentation of the engagement.

2. Staffing assignments and levels to be designated to each proposed segment of the engagement.

3. Extent of evaluation and use of electronic data processing software in the engagement.

4. Approach to be taken to gain and document an understanding of the County's internal control structure.

5. Approach to be taken in determining laws and regulations that will be subject to audit test work.

6. Approach to be taken in determining audit samples for purposes of test compliance.

I. Proof of Insurance

Firms shall provide proof that they are in compliance with the insurance requirements as described in Part I (1.21) and specifically regarding minimum coverage for Errors and Omissions Insurance.

J. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

K. Availability

Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support.

L. Additional Information

This section shall include the following items:

1. Provide a summary of any litigation filed against the proposer in the past five years which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

2. Any additional information which the proposer considers pertinent for consideration should be included in this part of the proposal.

M. Dollar Cost Bid

This section of the Proposal should contain all pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost bid. Such costs should not be included in the proposal.

The first page of the price proposal should include the following information:

1. Name of Firm

2. Certification that the person signing the proposal is entitled to represent the firm empowered to submit the bid and authorized to sign a contract with the County.

3. A total all-inclusive maximum price for the 2019 engagement.

N. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The second page of the dollar cost proposal should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A, Part 1), that supports the total all-inclusive maximum price.

The cost of special services described in Part II (2.4) of this RFP should be disclosed as separate components of the total all-inclusive maximum price using the formats provided in Appendix A, Parts 2 and 3.

O. Out-of-Pocket Expenses Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed in accordance with Section 112.061, Florida Statutes. All estimated out-of-pocket expenses to be reimbursed should be presented in the dollar cost bid in the format provided in the attachment (Appendix A). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the proposal pricing cost, stating that travel, lodging and subsistence expenses included in the total all-inclusive price are in accordance with Section 112.061, Florida Statutes.

P. Rates for Additional Professional Services

If it should become necessary for the County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only upon a written agreement between the County and the firm. Any such additional work agreed to between the County and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

Q. Pricing for Contract Years 1 through 5

Use the lower section of Appendix A, Part 1, to provide the total all-inclusive price for contract years 1 through 5. If the proposed hourly rates used to calculate the total all-inclusive price for any contract year are different from contract year 1 rates, provide an index for those years or provide rates for each staff level and each contract year for which there is a change. Also include a statement that those rates will be applicable for any additional professional services which may be requested during those contract years.

R. Manner of Payment

Payments will be based on a percentage of completion methodology based on scheduled milestones/progress, to be developed upon awarding of the contract. The County will withhold retainage from all scheduled payments until final completion of the Audit. Retainage rate will be 10%; at 50% completion the rate will be reduced to 5%. The County reserves the right to inspect records supporting the auditor's billings.

PART VI – EVALUATION OF PROPOSALS

6.1 EVALUATION CRITERIA

The County will evaluate proposals and will select the proposer(s) which meets the best interests of the County. The County shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The County's decision will be final.

The following represent the principal selection criteria and related weight values; however, not limited to, which will be considered during the evaluation process.

Criteria	Weight Values
Responsiveness of the proposal related to the scope of work	0 - 5
Ability, capacity, and skill of the proposer to perform the services on a timely basis	0 - 30
Responses of the clients' governmental references	0 - 10
Experience of the business and individual members of the business in accomplishing similar services	0 - 5
Total price	0 - 30
Recent, current and projected workload of proposing auditors	0 - 5
The quality, availability, and adaptability of the services to the particular need requested	0 - 10
Local presence	0 - 5
Total	0 - 100

ALTHOUGH COST IS OF CONSIDERABLE IMPORTANCE, IT WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM

APPENDIX A, PART 1

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE SEPTEMBER 30, 2019 – 2023 FINANCIAL STATEMENTS: SUPPORTING SCHEDULE FOR AUDIT SERVICES

	HOURS	PROPOSED HOURLY RATES	PROPOSED TOTAL
Partners			
Managers			
Supervisory Staff			
Staff			
Other (specify)			
Other (specify)			
Subtotal			
Other Expenses (specify):			
Total Price for Audit Services			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Grand Total Price for Audit Services (5 Years)			

NOTE: If the proposed hourly rates used to calculate the total all-inclusive price for any contract year are different from contract year 1 rates, provide an index for those years or provide rates for each staff level and each contract year for which there is a change. Also include a statement as to whether those rates will be applicable for any additional professional services which may be requested during those contract years.

Name of Firm: _____

APPENDIX A, PART 2

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR ADDITIONAL SERVICES NOT IDENTIFIED IN PART II

		STANDARD HOURLY RATES
Partners		$
Managers		$
Supervisory Staff		$
Staff		$
Other (specify):		$
Other (specify):		$

Other Expenses (specify):

Name of Firm: _____

APPENDIX B
PROPOSER GUARANTEES

The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Part II, Statement of Work.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX C
BILLING/PAYMENT SCHEDULE

Audit Plan/Phase	Completion Date	Payment Progress
Planning	July 31st	Progress billing less retainage
Preliminary Field Work (Interim)	August 31st	Progress billing less retainage
Progress Billings (Monthly)		Progress billings less retainage
Year End Field Work	February 15th	Progress billing less retainage
Completed Reviews/Exit Conferences and Release of Reports	March 15th	Final billing and release retainage

APPENDIX D
AUDIT TIME LINE

June 25, 2018 (one week) ..... Auditor Field Work Testing
September 20, 2018 (Thurs) ..... Approval of Budget by BOCC
September 21, 2018 (Fri) (L-Vendors & PR) ..... Check Run
September 25, 2018 (Tue) (AP) ..... Check Run
September 27, 2018 (Thurs) (Visa) ..... Check Run
September 30, 2018 ..... Computer down (NO ENTRIES)
..... Run Reports from Year End Procedures, Backup files
..... Close Period 12, Open Period 13 & 1
September 28, 2018 (Fri) ..... (IT) Move Live Payroll to Training for all Databases
October 3, 2018 (Wed) ..... Change fund/Petty cash letters, Supplies Inventories
October 4, 2018 (Thurs) ..... Comp earned/leave taken reports due
October 4, 2018 (Thurs) ..... Payroll accrual due
October 4, 2018 (Thurs) ..... All Daily Deposit Reports
..... Interdepartmental AR reports and billings due
October 10, 2018 (Wed) ..... PCard Receipts due
..... Final Submission of all Invoices, Receiving Reports &
..... Vouchers (Including Contracts)
..... Compensated absences JE due
October 10, 2018 (Wed) ..... Bank Recons and A/R Recons
October 16, 2018 (Tue) ..... All Payables Loaded
October 17, 2018 (Wed) ..... Final Check Run for FY2018 Appropriations
October 19, 2018 (Fri) ..... Final Visa for FY2018
October 19, 2018 (Fri) ..... Run Reports for Encumbrance Rollover
October 22, 2018 (Mon) ..... AP Accruals, Run Aged AP report (Donna/Beth)
October 22, 2018 (Mon) ..... Revenue accruals due
October 22, 2018 (Mon) ..... Grant accruals due
November 1, 2018 (Thurs) ..... BOCC to approve encumbrance roll over / Budget adjustment
November 2, 2018(Fri) ..... Post Rollover Budget Amendments
..... Fixed Asset Expenditure Reclass entries & Fixed Asset Posting
November 6, 2018 (Tue) ..... All fund folder assignments Done/All entries to GL Done
November 8, 2018 (Thurs) ..... Audit Schedules & PBC list items due
November 9, 2018 (Fri) ..... Veteran's Day Holiday, County Offices Closed
November 19, 2018 (Mon) ..... Auditors Return
November 12-16, 2018 (Mon-Fri) ..... Fund Level data entry for CAFR, Cash Flows
December 3, 2018 (Fri) ..... Receive Final Draft Elected Officials'
..... Transfers/DT-DF Schedules Due
December 28, 2018 (Fri) ..... Receive Final Draft FS (PEDC,HRC,SRIA,LL)
January 7-11, 2019 ..... Exit Conferences with Elected Officials, Receive Responses
January 15, 2019 (Tue) ..... Article V Sec 29 Report to Auditor
January 21, 2019 (Mon) ..... Receive Final Article V Sec 29 report from Auditor
January 25, 2019 (Fri) ..... CAFR draft to Auditor
January 30, 2019 (Wed) ..... Draft AFR to Auditor
February 15, 2019 (Fri) ..... End of Field Work, Final CO's FS
February 8, 2019 (Fri) ..... Draft CAFR-AG to Auditor
February 19, 2018 (Tues) ..... Final Auditor Approval AFR, CAFR, CAFR-AG,
..... Landfill Escrow, Single Audit/Data Collection, LL, Commissary
March 14, 2019 (Thurs.) ..... CAFR/CAFR-AG Agenda Acceptance
March 4-8, 2019 ..... Print/Bind and (Release) CAFR/CAFR-AG

NOTE: Run System Roll for FY18 each week after AP & JEs to accurately reflect FY18 cash.

ACKNOWLEDGMENT OF BUSINESS TYPE

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with RFP package on the specified bid opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and will full understanding of the conditions governing this proposal.

BUSINESS ADDRESS PROPOSER:

_____

Address

_____

City State Zip

Telephone No. _____ Fax No. _____

Federal ID No. _____

SIGNATURE OF BIDDER:

If an Individual: _____ , doing business

Signature

as _____

If a Partnership: _____

by: _____ ,

General Partner Signature

If a Corporation: _____

Corporate Name

(a _____ Corporation)

by: _____

Signature

Title: _____

Attest: _____ (SEAL)

Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ **COUNTY OF:** _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20_____, by

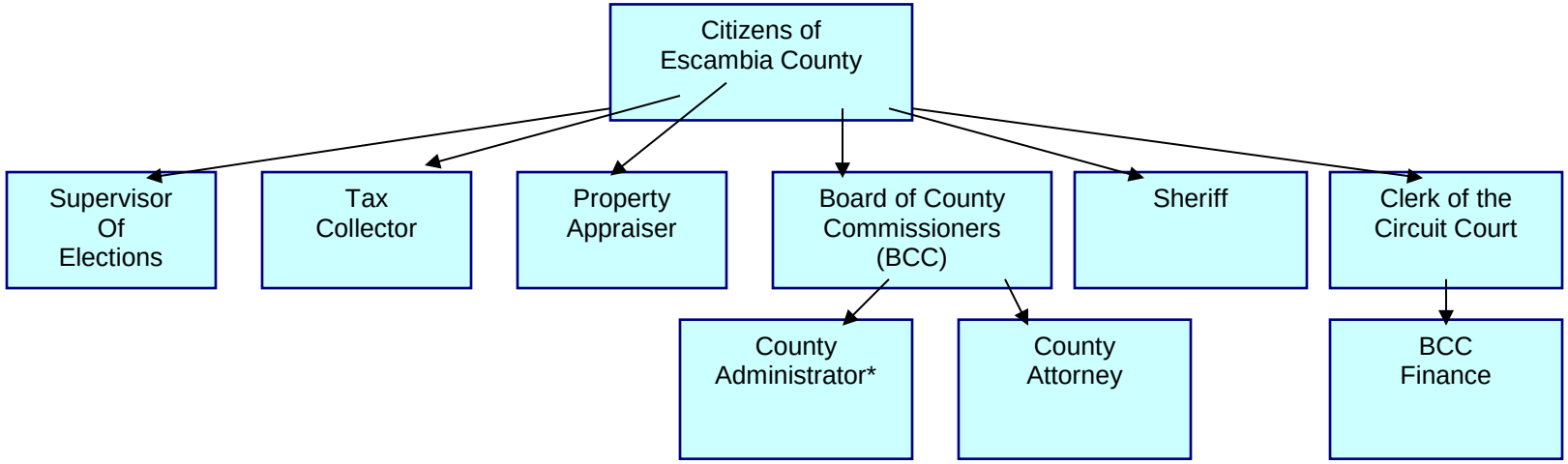
_____ *who is (who are) personally known to me or who has produced*

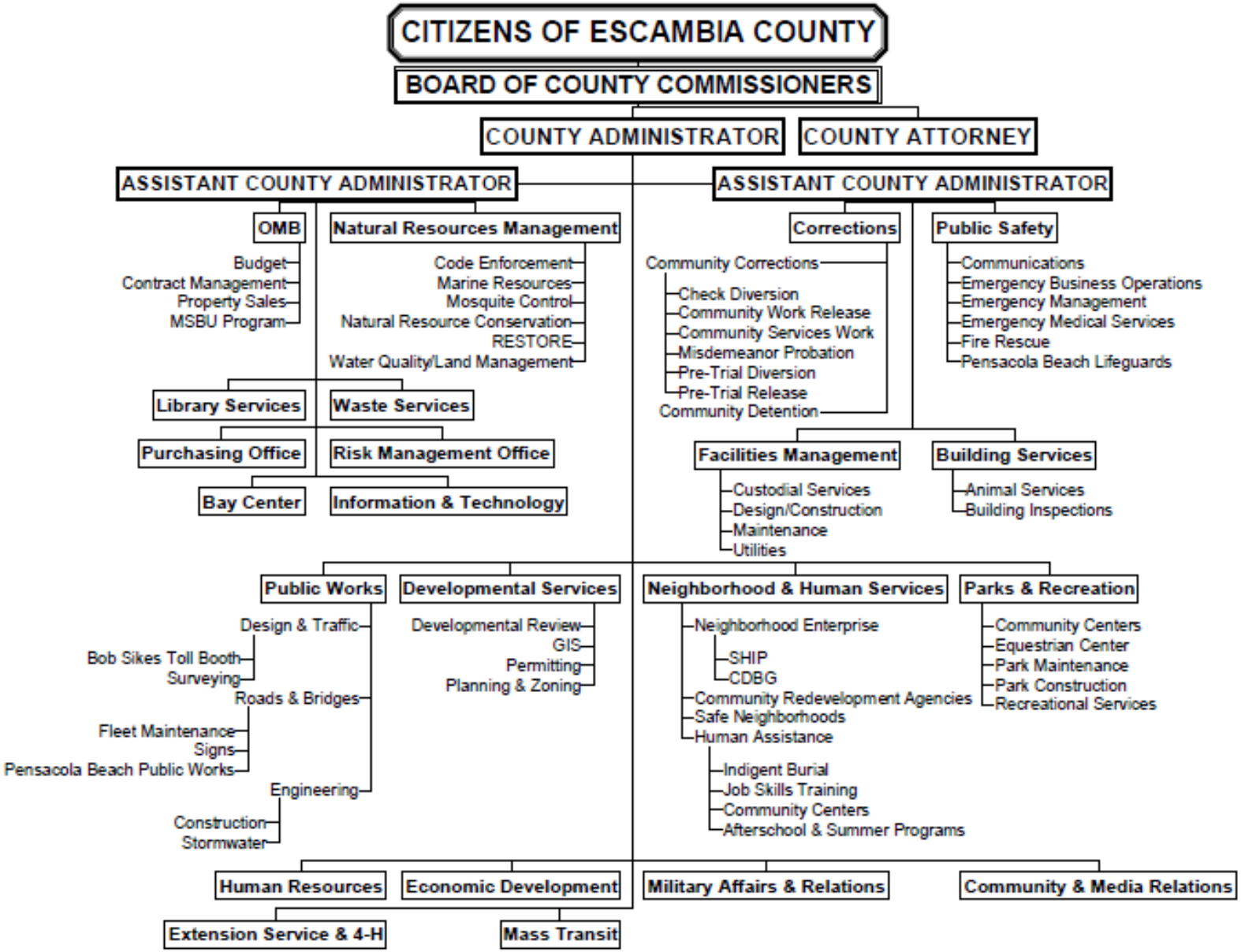
_____ *as identification and who did (did not) take an oath.*

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ **My Commission Expires:** _____


Citizens of Escambia County
Supervisor Of Elections
Tax Collector
Property Appraiser
Board of County Commissioners (BCC)
Sheriff
Clerk of the Circuit Court
County Administrator*
County Attorney
BCC Finance


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

SAMPLE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the County of Escambia, a local government of the State of Florida, hereinafter referred to as the COUNTY, and _____ hereinafter referred to as the AUDITOR:

WHEREAS, the COUNTY intends to enter into a non-exclusive agreement for the provision of Annual Financial Audit Services by the AUDITOR to the COUNTY; and,

WHEREAS, the COUNTY requires certain professional services in connection with annual financial auditing services and,

WHEREAS, the AUDITOR represents that it is capable and prepared to provide such Services:

WHEREAS, the parties hereto also desire that this Agreement shall be construed to authorize the COUNTY to request and the AUDITOR to provide expert witness services in connection with court proceedings arising out of projects in which the AUDITOR provided audit services;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be 10 days after approval by the Board of County Commissioners (BCC) for a five year term, with the option to renew for five (5) additional one year periods, subject to cancellations as provided herein.

ARTICLE 2 – SERVICE TO BE PERFORMED BY CONSULTANT

The AUDITOR shall perform the services as specifically stated in the Scope of Work (Exhibit A) and as may be specifically designated and additionally authorized by the COUNTY through the issuance of a Work Order. Such additional authorizations will be in the form of a Work Order, pursuant to Addendum 1, which is attached hereto as part of this Agreement. Each Work Order will set forth a specific Scope of Services, amount of compensation, deliverables and completion date and shall be subject to the approval of the BCC in accordance with the COUNTY'S Purchasing Policies and Procedures. AUDITOR shall perform no work until all applicable work authorization is obtained in accordance with the COUNTY'S Purchasing Policies and Procedures and countersigned by the AUDITOR.

ARTICLE 3 – COMPENSATION

The COUNTY shall pay AUDITOR in accordance with Attachment B and C, Fee Schedule which are attached hereto and incorporated by reference as part of this Agreement. Failure to submit timely the audit report will result in the withholding of further fee payment by the County until satisfactory submission is made. In addition, the County thereafter reserves the right to terminate this agreement upon completion of the auditor services for the fiscal year in question and re-award a contract for the remaining audit years to another vendor.

In the event there are delays caused by actions or omissions of the County that delay the auditor's performance pursuant to the audit schedule, the BCC will grant the auditor reasonable extensions of the schedule. In other cases, upon a finding of good cause, the BCC may extend the schedule only upon written request by the auditor. However, in the performance of all services under this agreement, dates for preparation, submission, and review of the audits established by the Auditor General of the State of Florida and any other applicable laws, regulations, and rules shall be complied with and shall prevail over this section.

ARTICLE 4 – STANDARD OF CARE

AUDITOR shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional surveyor, under similar circumstances and AUDITOR shall, at no additional cost to the COUNTY, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 5 – INDEMNIFICATION

AUDITOR shall indemnify and hold harmless the COUNTY, its 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 AUDITOR and persons employed or utilized by AUDITOR in the performance of this Agreement. Except as specifically provided herein, this Agreement shall not require the AUDITOR to indemnify the COUNTY, its officers, and employees from any liability, damage, loss, claim, action or proceeding.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the COUNTY to enforce this Indemnification Clause shall be borne by the AUDITOR. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this Agreement.

ARTICLE 6 – INDEPENDENT CONTRACTOR

AUDITOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The COUNTY shall have no right to supervise the methods used, but the COUNTY shall have the right to observe such performance. AUDITOR shall work closely with the COUNTY in performing Services under this Agreement. The AUDITOR shall not receive any COUNTY benefits, stipend or privileges afforded to COUNTY employees.

ARTICLE 7 – COMPLIANCE WITH LAWS

In performance of the Services, AUDITOR will comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 8 – INSURANCE

During the performance of the Services under this Agreement, AUDITOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverage shall be written by an insurance company authorized to do business in Florida.

<u>WORKERS COMPENSATION</u>
The AUDITOR shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any agent of AUDITOR that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days' notice of cancellation, lapse or material modification is required and must be provided to the COUNTY via Certified Mail.

<u>COMMERCIAL GENERAL LIABILITY</u>
The AUDITOR shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directory or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with a $10,000 deductible.

The COUNTY must be named as an additional insured. The additional insured requirement is waived if owners and Contractors' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation.

BUSINESS AUTOMOBILE LIABILITY

The AUDITOR shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be $500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy.

In the event that the AUDITOR does not own any vehicles, the COUNTY will accept hired and non-owned coverage in the amounts listed above. In addition, the COUNTY requires an affidavit signed by the AUDITOR indicating the following:

_____ does not own any vehicles.
"Name of Auditor"

In the event we acquire any vehicles throughout the term of this Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Name of Auditor"

Comprehensive Form coverage as of the date of acquisition.

Consultant's Signature: _____

Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation, lapse or material modification of any coverage required by this Agreement.

PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

The AUDITOR shall procure and maintain, for the life of this Contract/Agreement either Professional Liability Insurance or Errors and Omissions Insurance. This coverage is for damages arising out of the insured's negligence, mistakes or failure to take appropriate action in the performance of business or professional duties. This coverage shall be on a "Claims Made" basis.

The minimum limits of coverage shall be $1,000,000 per occurrence with a deductible of no more than $10,000.

Thirty (30) days written notice must be provided to the COUNTY via Certified Mail in the event of cancellation.

SUPPLEMENTAL PROVISIONS

1. The insurance coverage and conditions afforded by this policy(s) shall be suspended, voided, canceled or modified except after thirty (30) days prior written notice by Certified Mail, Return Receipt Required, has been given to the COUNTY.
2. Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the COUNTY, and approved prior to the start of any work or the possession of any COUNTY property or the commencement of Services, as application.

SUBCONTRACTOR'S INSURANCE

The AUDITOR shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverage's required of the successful AUDITOR. Each subcontractor shall furnish to the successful AUDITOR two copies of the Certificate of Insurance, and successful AUDITOR shall furnish one copy of the Certificate of Insurance to the COUNTY.

ARTICLE 9 – COUNTY'S RESPONSIBILITIES

The COUNTY shall be responsible for providing all reasonably required access to all project sites, and providing information on hand including other data that are available in the files of the COUNTY.

ARTICLE 10 – TERMINATION OF AGREEMENT

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

COUNTY shall have the right to terminate this Agreement or suspend performance thereof without cause for the COUNTY'S convenience upon fourteen (14) days written notice to AUDITOR, and AUDITOR shall terminate or suspend performance of services on a schedule acceptable to COUNTY or at the end of this fourteen (14) day period, at the option of the COUNTY. In the event of termination or suspension for COUNTY'S convenience, COUNTY shall pay AUDITOR for all services performed through the date of notice of termination or suspension.

ARTICLE 11 – NONDISCLOSURE OF PROPRIETARY INFORMATION

AUDITOR shall consider all information provided by COUNTY and all reports, studies, calculations and other documentation resulting from the AUDITOR'S performance of the Services to be proprietary unless such information is available from public sources or is a public record under Florida law. AUDITOR shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of COUNTY or in response to legal process.

ARTICLE 12 – UNCONTROLLABLE FORCES

Neither the COUNTY nor AUDITOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited, fire, flood, earthquakes, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 – GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Escambia County, Florida and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 14 – MISCELLANEOUS

14.1 Non-waiver

A waiver by either COUNTY or AUDITOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

14.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion of provisions held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of compensation jurisdiction.

14.3 Political Campaigns

During the term of this Agreement, the AUDITOR or any employee or associate, shall not be involved in any political campaign for COUNTY elective office nor make financial contribution to any such campaign.

ARTICLE 15 – INTEGRATION AND MODIFICATION

This Agreement is adopted by the COUNTY and AUDITOR as a final, complete and exclusive statement of the terms of the Agreement between the COUNTY and AUDITOR. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters of other communications between the CITY and AUDITOR pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the COUNTY and AUDITOR.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

The COUNTY and AUDITOR each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives. Any assignment, sale, pledge, or conveyance of this contract by AUDITOR must be previously approved by the COUNTY, whose consent may be reasonably withheld.

ARTICLE 17 – CONTINGENT FEES

The AUDITOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AUDITOR 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 AUDITOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 – TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the AUDITOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the AUDITOR'S most favored customer for the same or substantially similar services.

The said rates and cost shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 19 – OWNERSHIP OF DOCUMENTS

AUDITOR shall be required to work in harmony with other auditors/consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY upon completion for its use and distribution as may be deemed appropriate by the COUNTY.

The AUDITOR 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. In the event the AUDITOR fails to abide by the provisions of Chapter 119, Florida Statutes, the County without prejudice to right or remedy and after giving the AUDITOR and its surety, if any, seven (7) days written notice, during which period the AUDITOR still fails to allow access to such documents, terminates this agreement with the AUDITOR. In such case, the AUDITOR 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 AUDITOR.

ARTICLE 20 – USE OF OPERATIONAL SYSTEMS AND COMPUTER SOFTWARE

The AUDITOR shall obtain the County's written permission prior to using the County's computer system or software. The AUDITOR agrees that such system use will be controlled by the County so as not to disrupt its ongoing daily operations.

ARTICLE 21 – NOTICE

Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to COUNTY

Board of County Commissioners
Management Services Bureau
Attention: Amy Lovoy
221 Palafox Place, Suite 440
Pensacola, FL 32502

As to AUDITOR

Attention:

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time-to-time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e., printed) after 5:00 CDT pm or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

ARTICLE 22 – PROJECT TEAM

The Project Team shall consist of:

_____

_____

_____

_____

_____

Project Team members may be changed only with the prior written approval of the COUNTY.

IN WITNESS WHEREOF, the COUNTY, at a regular BCC meeting thereof, by action of the BCC and directing the foregoing be adopted, has caused these presents to be signed by the Chair, and its seal to be hereunto affixed

APPROVED this _____ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J. May, Chair

ATTEST: Pamela Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

ATTEST: Corporate Secretary

CONSULTANT

_____

By: _____
Signature

(Affirm Corporate Seal)

(Seal)

WITNESS:

Name: _____

_____

Title: _____

_____

President (or other duly authorized Officer)

(Attach Resolution/Bylaw of authorization if no President)

ADDENDUM 1

FINANCIAL AUDIT SERVICES

The following Addendum items are amendments to the original documents and shall be considered as an integral part of said documents and biddings thereon as if bound therein. All items of the document shall remain intact unless amended by this addendum. This addendum consists of one page.

All bidders shall acknowledge this Addendum by completing the Addenda Acknowledgement section of the RFP and by submission of this form with their RFP response.

Company Name: _____

CERTIFICATE OF CURRENT COST AND PRICING DATA
Truth in Negotiations Act (TINA)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Escambia County Office of Purchasing's representative in support of Request for Proposal for Financial Auditing Services PD 18-19.004 are accurate, complete, and current as of _____ day, of_____, 2019.
This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the *Escambia County Florida* that are part of the proposal.

Firm:
Signature:
Name:
Title:
Date: ***

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).
** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.
*** Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

REGISTER OF SUBMITTERS

Solicitation # PD 18-19.004 – Financial Auditing Services

RFP Due Date & Time: February 26, 2019 at 1:00 p.m. CST

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Warren Averett	850-470-5537	Kristen.McAllister@warrenaverett.com	Kristen McAllister
Plante & Moran, PLLC	313-496-7231	Williambrickey@plantemoran.com	William Brickey
Saltmarsh Cleveland & Gund	850-435-8300	David.lister@saltmarshcpa.com	David Lister

PROPOSALS RECEIVED BY: Paul R. Nobles, Purchasing Manager DATE: 2/26/19

WITNESSED BY: Lori Kistler, Purchasing Associate DATE: 2/26/19

Posted 2/26/19 @ 4:27 p.m., CST

PRN/lk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16208 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 06/06/2019
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

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

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

A. Florida Sheriff's Youth Ranch, in the amount of $2,500;

B. J.M. Tate High School FFA Foundation, Inc., in the amount of $7,500; and

C. Tate High School Color Guard, in the amount of $1,000.

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

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

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

Florida Sheriff's Youth Ranch - $2,500
J.M. Tate High School FFA Foundation Inc. - $7,500
Tate High School Color Guard - $1,000

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
These funds may be expended upon request by the Sheriff to the Board of County Commissioners or by the Chief of Police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the Sheriff's Office or Police Department by the Board of County Commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Florida Sheriff's Youth Ranch
J.M. Tate High School FFA Foundation Inc
Tate High School Color Guard

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

May 21, 2019

Florida Sheriff's Youth Ranch
Attn: Christy Barker
P.O. Box 2000, Boys Ranch FL 32064

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated May 17, 2019.

Dear Christy Barker,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education 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.

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: Florida Sheriff's Youth Ranch DATE 05/17/2019

POINT OF CONTACT Christy Barker PH# (386) 842-5501

EMAIL ADDRESS: CBarker@youthranches.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 07/05/2019 AMOUNT REQUESTED: $ 2,500

CHECK PAYABLE TO: Florida Sheriff's Youth Ranch's Office of the President

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street P.O. Box 2000 City Boys Ranch State FL Zip Code 32064

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 CJ (Initial)

NAME OF CERTIFYING OFFICIAL Chelsea Johnson

TITLE OF CERTIFYING OFFICIAL Donor Relations Office Manager

SIGNATURE (Digital) Chelsea Johnson Digitally signed by Chelsea Johnson Date: 2019.05.17 16:56:44 -04'00'

DATE 05/17/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $2,500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 5/21/19

DAVID MORGAN, SHERIFF

DATE 5/21/19

ORIGINAL

ORGANIZATION/AGENCY NAME:

Florida Sheriff's Youth Ranch

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The mission of the Florida Sheriffs Youth Ranches is to prevent delinquency and develop strong, lawful, resilient, and productive citizens who will make a positive contribution to our communities for years to come. This year the Youth Ranches will serve over 5,000 needy boys and girls.

This charitable, non-profit childcare agency was founded by the Florida Sheriffs Association and operates four residential campuses and two camping facilities. Additionally, it provides community-based services and family counselling to as many of Florida's neglected, troubled children as funds will permit. The organization is funded primarily through charitable donations from its generous donors.

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248188034
July 17, 2017 LTR 4168C 0
23-7303117 000000 00
00018534
BODC: TE

FLORIDA SHERIFFS YOUTH RANCHES INC
2486 CECIL WEBB PL
LIVE OAK FL 32060

0053

Employer ID Number: 23-7303117
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated July 06, 2017, regarding your tax-exempt status.

We issued you a determination letter in October 1973, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0000076 04/16/19

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012627900C-0	04/30/2019	04/30/2024	501(C)(3) ORGANIZATION

This certifies that

FLORIDA SHERIFFS YOUTH RANCHES INC
2486 CECIL WEBB PL
LIVE OAK FL 32060-8337

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.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

FLORIDA SHERIFFS YOUTH RANCHES, 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) ▶ CHARITABLE ORGANIZATION

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P O BOX 2000

Requester's name and address (optional)

6 City, state, and ZIP code

BOYS RANCH, FL 32064

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	3	–	7	3	0	3	1	1	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** ▶ Tom Buchman VP Finance **Date** ▶ 5-15-19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

May 23, 2019

J.M. Tate High School FFA Foundation Inc.
Attn: Austin Courson
P.O. Box 392 Gonzalez FL 32560

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated April 20, 2019.

Dear Austin Courson,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $7500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: J.M. Tate FFA Foundation DATE 04/20/2019

POINT OF CONTACT Austin Courson PH# (850) 698-7215

EMAIL ADDRESS: acourson@escambia.k12.fl.us ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 05/20/2019 AMOUNT REQUESTED: $ 7,500

CHECK PAYABLE TO: J.M. Tate FFA High School Foundation

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street PO BOX 392 City Gonzalez State FL Zip Code 32560

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 AJC (Initial)

NAME OF CERTIFYING OFFICIAL Austin J Courson

TITLE OF CERTIFYING OFFICIAL Ag Teacher/FFA Advisor/Board Mem

SIGNATURE (Digital)

DATE

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $7,500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 5/23/19		DAVID MORGAN, SHERIFF 5/22/2019 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

J.M. Tate FFA Foundation

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

1) The Sheriffs Logo is placed on sign in arena and rodeo announcer makes announcements that is pays to be drug free.
2) There will be a Drug Prevention and Drug Education Program for FFA members that focuses on the value of an individual and their purpose in life. The program will emphasize and help members recognize their strengths and purpose as an individual while instilling in them the Core Values of Life and FFA. This program will be designed to also encourage them not to make poor lifestyle choices in references to life decisions while emphasizing "Saying no to Drugs"
3) Most of the SLET funding will be used to develop and enhance after school FFA Activities and programs that engage students and FFA Members in extracurricular activities within their school and community.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

J M TATE HIGH SCHOOL FFA FOUNDATION
INC
PO BOX 68
GONZALEZ, FL 32560-0068

Employer Identification Number:
59-3103074
DLN:
310097163
Contact Person:
VICKI M ZODIKOFF ID# 31260
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
January 1996
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.

J M TATE HIGH SCHOOL FFA FOUNDATION

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

DR-14
R. 04/11

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012618036C-0	04/30/2015	04/30/2020	501(C)(3) ORGANIZATION

This certifies that

J M TATE HIGH SCHOOL FFA FOUNDATION INC
1771 TATE RD
CANTONMENT FL 32533-6472

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.

DR-14
R. 04/11

Important Information for Exempt Organizations

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
J. M. Tate High School FFA Foundation, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

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) ▶ 501C3

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 392

Requester's name and address (optional)

6 City, state, and ZIP code
Gonzalez, FL 32560

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 1 0 3 0 7 4

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** ▶ Richard K. Hibbs | **Date** ▶ 5/20/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

May 23, 2019

Tate High School Color Guard
Attn: Leo Finuliar
P.O. Box 445, Gonzalez FL 32560

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated May 10, 2019.

Dear Leo Finuliar,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Tate High School Color Guard DATE 05/10/2019

POINT OF CONTACT Leo Finuliar PH# (850) 686-4311

EMAIL ADDRESS: leo.finuliar@icloud.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 08/05/2019 AMOUNT REQUESTED: ~~$ 3,000~~ $1,000.00

CHECK PAYABLE TO: Tate Band Boosters

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street PO Box 445 City Gonzalez State FL Zip Code 32560

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 LF (Initial)

NAME OF CERTIFYING OFFICIAL
Leo Finuliar

TITLE OF CERTIFYING OFFICIAL
Tate CG Assistant Director

SIGNATURE (Digital)

DATE
05/13/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $1,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 5/23/19

DAVID MORGAN, SHERIFF

5/23/2019
DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Tate High School Color Guard

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

Dear SLET Committee, ECSO, and Honorable Sheriff Morgan,

The Tate High School Color Guard has been in existence and has been an integral part of the Tate High School Showband of the South in Escambia County and its surrounding communities for more than 40 years! Each year, the Tate High School Color Guard strives to provide the highest quality of excellence for every student that participates in the program. Just like with any clubs, organizations or after school programs at Tate High School, the color guard provides a safe environment for all members throughout the school year. The program strives to follow a no bullying policy and a drug free environment throughout the school year by providing a safe and inviting atmosphere where every member can strive for and attain their very best!

Our program has been privileged enough to obtain and keep a membership of between 40 to 50 students every year! The training for the upcoming school year starts in mid-June with our Rookie Camp where new members, known as "rookies" and our veteran

members meet for the first time. This is an integral part of the program because this is where we establish our rules, regulations, expectations and traditions.

We provide each member with a student handbook that they must sign with their parents stating that they will abide by the rules set forth by the Escambia School District, Tate High School, and the Showband of the South. This includes a form that allows for random drug tests throughout the school year for each member that is completed by the color guard member and their parents. This allows for accountability for everyone involved including the students, parents, program directors, and staff.

The program directors and staff of the Tate High School Color Guard play an important part role in making sure that the program and its members are held to the highest degree of accountability. The staff is required to be fingerprinted and drug-tested to work with the students. The staff provides the highest quality of instruction with teaching experiences in the color guard activity that spans over 25 years. The most important priority of the staff members are the safety and well-being of all the members. Just like with any educator, the staff members provide an environment that helps enrich the students and provide an outlet of creativity in the arts that the students cannot receive anywhere else. The staff and the members of the Tate High School Color Guard have a responsibility to uphold in representing the Tate High School name. They are ambassadors not only for the school, but also for the community.

Each member of the Tate High School Color Guard are very active members of the community. They participate yearly in Relay for Life, Special Olympics and a high percentage are members of the National Honor Society. The activity fosters teamwork and leadership for every member. The staff allows for opportunities for each student to become active in the teaching process. This gives them the first-hand experience of teaching through peer-to-peer interactions throughout the year. Each member of the Tate HS Color Guard can express their creativity in an activity that competes at a National level through Winter Guard International (WGI) every year during the winter months with a secondary color guard group called the Tate Chaparrals. This winter guard group has garnered numerous awards in the past including multiple medalist positions at the local circuit (Gulf Coast Guard & Percussion Circuit) and the WGI World Championships!

However, to create a safe and successful environment for the students, the proper equipment is necessary. In the activity, we use aluminum and fiberglass poles for our flags, wooden rifles, and metal sabers for our equipment. With the growth of the program in the last 4 years, more equipment has been needed and have been acquired by borrowing from other programs in the area to ensure that all the members are provided with the proper equipment.

With the support of the SLET Committee, the Escambia County Sheriff's Office, and the Honorable Sheriff Morgan, we will be able to purchase equipment that can

benefit the Tate HS Color Guard and its future members for years to come. This past season, we had 46 color guard members in the program and the costs for equipment are as follows according to the Fred J. Miller company (www.fjminc.com):

- Flag Poles (Aluminum) - $10.50 per pole (will typically require 2-3 per student)
- Wooden Rifle - $56.50 per rifle
- Saber - $205 per saber
- Flag Silks - $45.00 per silk (will typically require 2-3 per student)

In an activity that provides a safe and drug-free environment and a creative outlet for students, costs are unfortunately an obstacle towards the success of the program. Providing students with safe, functioning, and quality equipment delivers the top-quality and high caliber instruction and program that each student deserves. By sponsoring or donating to the Tate HS Color Guard, you are not only ensuring the success of the current students, but also the future.

If approved, the ECSO Crime/Drug Abuse Prevention logo will be printed on a shirt that every color guard member, staff and parents will wear to competitions throughout the school year. Not only will the communities of Escambia County Florida, but also parts of the communities in the states that we travel to and from, will see the logo that will be provided. It will show the proactive stance that both the ECSO and the Tate HS Color Guard has against crime and drug abuse.

Thank you for your consideration.

Leo Finuliar

Tate High School Color Guard, Assistant Director

$5000.00

Michael Philley
Director of Bands
MPhilley@escambia.k12.fl.us
1771 N. Tate Road
Cantonment, FL 32533



Rick Shackle
Principal
RShackle@escambia.k12.fl.us
(850) 937-2300
(850)937-2328

The Tate High School Showband of the South is a marching band with 215 members. We perform every Friday night during the half-time show for our Tate Aggies football team. We have local concerts and marching competitions during marching season. The Tate Showband of the South has won thousands of awards and trophies for their outstanding performances. They have marched in the Rose Bowl, Fiesta Bowl, Macy's Thanksgiving Day Parade, ABC Dunkin Donuts Parade in Philadelphia, St. Patrick's Day Parade in Dublin, Ireland and more. The Showband of the South won the prestigious award of National Grand Champion in 1980.

The Tate High School Showband of the South has been invited to perform at the 75Th Anniversary Pearl Harbor Mass Band on December 7, 2016. Our band is honored to have been selected. We are from Pensacola, Florida which is a strong military city. Our band performs at the National Naval Aviation Museum at NAS Pensacola each December 7th to honor World War II veterans at home. Our most recent performance was December 7, 2015. However, next year we will be performing at Pearl Harbor, Hawaii with the mass band.

We are seeking corporate sponsors and donations to help with expenses. The Tate Band Boosters is a non-profit organization.

Our Tax ID # is 59-1738899.

I appreciate your time in reviewing our request.

Sincerely,

Michael Philley

Thank you
P.S. See enclosed

Department of the Treasury
Internal Revenue Service

ATLANTA GA 39901-0001

In reply refer to: 0752814235
May 16, 2019 LTR 4168C 0
59-1738899 000000 00
00035757
BODC: TE

TATE BAND BOOSTERS ASSOCIATION INC
PO BOX 445
GONZALES FL 32560-0445

024125

Employer ID number: 59-1738899
Form 990 required: Y

Dear TATE BAND BOOSTERS ASSOCIATION:

We're responding to your request dated May 07, 2019, about your tax-exempt status.

We issued you a determination letter in November, 1989, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012680544C-7	06/30/2018	06/30/2023	501(C)(3) ORGANIZATION

This certifies that

TATE BAND BOOSTERS ASSOCIATION INC
1771 TATE RD
CANTONMENT FL 32533-6472

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Tate Band Boosters Association Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 445

Requester's name and address (optional)

6 City, state, and ZIP code

Gonzalez, FL 32560

7 List account number(s) here (optional)

Nonprofit corporation exempt under IRS Code Section 501(c)(3)

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: 59-1738899

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 ▶ Tiffany Luebke Date ▶ 5/16/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16182 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 06/06/2019
Issue: Amended Fee Schedule to Support Job Classifications Changes for Building Services
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amending the Building Services Department Schedule of Fees to Support the Implementation of a Three-Tiered Job Classification System that Promotes Multi-Certification for Inspectors - Tim Tolbert, Building Official/Department Director

That the Board take the following action:

A. Adopt a Resolution amending the Escambia County Building Services Department (BSD) Schedule of Fees, as provided; and

B. Approve the implementation of a three-tiered job classification system for Building Code Inspectors that promotes multi-certification.

BACKGROUND:

The current Escambia County Building Services Department (BSD) Schedule of Fees was adopted July 24, 2003, with an effective date of October 1, 2003. The Building Services Department has faced siginificant struggles with obtaining and retaining qualified personnel. Building Services is committed to providing the best and most efficient service possible. To achieve that goal, we must employ a competent and dedicated staff. To move forward in our efforts, we must adjust the wages of our inspection personnel. The proposed upgrades are framed to encourage inspection personnel to pursue multi certification. Inspectors that can perform inspections in multiple categories are clearly more efficient and will better serve the citizens of Escambia County. Current wages are not competitive enough to attract and retain personnel that will be successful in obtaining certification and licensure required. The implementation of the three-tiered job

classification system is supported by the Home Builders Association and will be funded by the proposed fee schedule increases. These proposed increases have been approved by the Building Services Inspections Fund Advisory Board (IFAB).

BUDGETARY IMPACT:

Fees collected under the BSD Schedule of Fees will be used to pay for personnel salaries and operating costs of BSD.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Recommendation and proposed Resolution have been reviewed and approved by Kia Johnson, Assistant County Attorney.

PERSONNEL:

Adoption of the proposed Amended Fee Schedule is necessary to implement the three-tiered job classification system allowing for BSD to obtain and retain qualified personnel and improve the level of services currently provided to the citizens of Escambia County by the Building Services Department.

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 14, Buildings and Building Regulations, Section 14-149., Schedule of Fees, and Florida Statutes provide for permit fees to be charged and collected in accordance with a schedule of fees established by Resolution of the Board of County Commissioners.

County Attorney's Office has advised that a Public Hearing for the consideration of the Resolution to adopt the amended Schedule of Fees is not required.

IMPLEMENTATION/COORDINATION:

Revised fees will need to be changed within the MyGovernmentOnline Permitting Software prior to October 1, 2019 in order for the revised fees to be implemented effective October 1, 2019.

The proposed amended Schedule of Fees is the result of numerous meetings among BSD, Building Services Inspection Fund Advisory Board, County Administrator, and Budget Staff, which identified the funds required for implementation of job classification changes to improve the level of service currently provided. A series of meetings was also conducted with interested parties within the building community of Escambia County.

Attachments

Proposed Resolution with Amended Fees

Memo from Building Official about Job Classification Changes
IFAB Minutes with Motion Made and Approved for Fee Schedule Increases
Inspector I Job Classification
Inspector II Job Classification
Inspector III Job Classification
Building Plans Examiner Job Classification
Senior Plans Examiner Job Classification
Deputy Building Official Job Classification

RESOLUTION R2019-_____

RESOLUTION AMENDING THE ESCAMBIA COUNTY BUILDING SERVICES DEPARTMENT SCHEDULE OF FEES PURSUANT TO ESCAMBIA COUNTY CODE OF ORDINANCES, CHAPTER 14, BUILDINGS AND BUILDING REGULATIONS, SECTION 14-149., SCHEDULES OF FEES, PROVIDING FOR PERMIT FEES TO BE CHARGED AND COLLECTED IN ACCORDANCE WITH A SCHEDULE OF PERMIT FEES ESTABLISHED BY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, WHICH MAY ME AMENDED FROM TIME TO TIME, AND FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, it is the mission of the Escambia County Building Services Department to safeguard the health, safety, and welfare of County residents, businesses, and visitors by conducting plan review and inspection services to ensure the integrity of all new structures and improvements to existing structures built in the unincorporated area of the County, Town of Century, and Pensacola Beach, and to ensure all residential and commercial construction is in compliance with State and local building requirements; and

WHEREAS, the Board of County Commissioners desires to provide an equitable, expeditious, effective and cost-affordable method of enforcing codes, statutes, and ordinances; and

WHEREAS, Escambia County Code of Ordinances, Chapter 14, Buildings and Building Regulations, Section 14-149., Schedule of Fees, states that a permit fee shall be charged and collected in accordance with a schedule of permit fees established by resolution of the Board of County Commissioners, which may be amended from time to time; and

WHEREAS, Chapters 125 and 166, Florida Statutes, authorize the Board of County Commissioners to provide a schedule of reasonable inspection fees in order to defer the costs of inspections and enforcement of the building code; and

WHEREAS, Chapter 553, Florida Statutes, states that the fees shall be used solely for carrying out the local government's responsibilities for enforcing the Florida Building Code;

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

SECTION 1. That pursuant to Escambia County Code of Ordinances, Chapter 14, Buildings and Building Regulations, Section 14-149., Schedule of Fees, and Chapters 125, 166, and 153, Florida Statutes, the Board of County Commissioners does hereby authorize the amending of the Escambia County Building Services Department Schedule of Fees, as follows:

ESCAMBIA COUNTY BUILDING SERVICES DEPARTMENT
SCHEDULE OF FEES

FEE DESCRIPTION	RESIDENTIAL		COMMERCIAL		ACCOUNT	NOTES
	AMOUNT	FEE ID	AMOUNT	FEE ID		
PERMITTING SECTION FEES (Corresponding Cost Center – 250101)						
Permit Application Processing Fee	$30.00	PAPRMTAPP	$30.00	PAPRMTAPP	406/322012	Charge for processing a permit application.
BUILDING INSPECTIONS SECTION FEES (Corresponding Cost Center – 250109)						
Minimum Inspection Fee for permits requiring one inspection.	$34.00	PBINSPR1	$41.00	PBINSPC1	406/322001	Rate per inspection required. Permit fees will be based on square feet or number of inspections, whichever is greater.

Minimum Inspection Fee for permits requiring two inspections.	$68.00	PBINSPR2	$82.00	PBINSPC2	406/322001	Rate includes two inspections. Permit fees will be based on square feet or number of inspections, whichever is greater.
Re-Inspection Fee	$34.00	PBREINSPTR	$41.00	PBREINSPTC	406/322001	Rate for each re-inspection.
ELECTRICAL INSPECTIONS SECTION FEES (Corresponding Cost Center – 250108)						
Minimum Inspection Fee for permits requiring one inspection.	$34.00	PEINSPR1	$41.00	PEINSPC1	406/322007	Rate per inspection required.
Minimum Inspection Fee for permits requiring two inspections.	$68.00	PEINSPR2	$82.00	PEINSPC2	406/322007	Rate includes two inspections.
Re-Inspection Fee	$34.00	PEREINSPR	$41.00	PEREINSPC	406/322007	Rate for each re-inspection.
P-G-M SECTION – PLUMBING INSPECTION FEES (Corresponding Cost Center – 250107)						
Minimum Inspection Fee for permits requiring one inspection.	$34.00	PPINSPR1	$41.00	PPINSPC1	406/322008	Rate includes only one inspection for up to ten fixtures, flood drains, storm drains, or traps.
Minimum Inspection Fee for permits requiring two inspections.	$68.00	PPINSPR2	$82.00	PPINSPC2	406/322008	Rate includes two inspections for up to ten fixtures, flood drains, storm drains, or traps.
Re-Inspection Fee	$34.00	PPREINSPR	$41.00	PPREINSPC	406/322008	Rate for each re-inspection
P-G-M SECTION – GAS INSPECTION FEES (Corresponding Cost Center – 250107)						
Minimum Inspection Fee for permits requiring one inspection.	$34.00	PGINSPR1	$41.00	PGINSPC1	406/322009	Rate includes one inspection for up to five fixtures or outlets.
Minimum Inspection Fee for permits requiring two inspections.	$68.00	PGINSPR2	$82.00	PGINSPC2	406/322009	Rate includes two inspections for up to five fixtures or outlets.
Re-Inspection Fee	$34.00	PGREINSPR	$41.00	PGREINSPC	406/322009	Rate for each re-inspection.
P-G-M SECTION – MECHANICAL INSPECTION FEES (Corresponding Cost Center – 250107)						
Minimum Inspection Fee for permits requiring one inspection.	$34.00	PMINSPR1	$41.00	PMINSPC1	406/322004	Rate for heating, ventilation, duct, air-conditioning, or refrigeration system up to five tons, including one inspection.
Minimum Inspection Fee for permits requiring two inspections.	$68.00	PMINSPR2	$82.00	PMINSPC2	406/322004	Rate for heating, ventilation, duct, air-conditioning, or refrigeration system up to five tons, including two inspections.
Re-Inspection Fee	$34.00	PMREINSPR	$41.00	PMREINSPC	406/322004	Rate for each re-inspection.

Approved as to form and legal sufficiency.

By/Title: Kim M. Jeffcoat, ACA
Date: 5-29-19

Board of County Commissioners • Escambia County, Florida

Tim Tolbert, CBO
Building Official/Department Director

Building Services Department

TO: Lumon May District 3, Chairman Escambia County Commission.

FROM: Tim Tolbert, Building Services Director/Building Official

COPY: Commissioners: Vice Chairman Steven Berry District 5, Robert Bender District 4, Jeff Bergosh District 1, Doug Underhill District 2.

DATE: April 16, 2019

RE: Job classification and pay grade changes

Mr. Chairman,

Requesting support for Building Services job classification and pay grade changes. As you may know, it has been a significant struggle for our Department to obtain and maintain qualified inspection personnel.

We at Building Services are committed to providing the best and most efficient service possible. To achieve that goal, we must employ a competent and dedicated staff. To move forward in our efforts, we must adjust the wages of our inspection personnel. The proposed upgrades are framed to encourage inspection personnel to pursue multi certification. Inspectors that can perform inspections in multiple categories are clearly more efficient and will better serve the citizens of Escambia County.

The state of Florida requires that building code enforcement personnel obtain and maintain licenses to perform inspections and plans review in following categories: building, mechanical, electrical, plumbing, gas, and one- and two-family dwellings.

To qualify, applicants must prove they have at least five years of construction experience in each category applied for. Postsecondary education can be substituted for experience to satisfy this requirement. Meeting these requirements will only qualify a candidate to take two separate examinations. To qualify for licensure a candidate must pass a technical examination that covers the certification category chosen, as well as a Florida Principles and Practice Examination that covers the state statutes and administrative rules. These exams are difficult with most candidates failing in their initial attempt. Nearly half require three or more attempts to pass with some never passing.

As of today, current wages are not competitive enough to attract and retain personnel that will be successful in obtaining certification and license required.

Below are some difficulties experienced with hiring:

- Qualified individuals do not apply because of the low pay grade.
- Applicants do not have the experience required to obtain the licensure.
- It's normal to re-advertised multiple times before finding a qualified applicant.
- I have hired and fired employees in the past two years for either not coming in to work or sleeping on the job.
- We have hired qualified individuals, invested in their training, certification and license. Then the person takes a higher paying job with the City of Pensacola or another employer. The most recently was last year when we lost an outstanding electrical inspector, Joey Robinson, to the private sector because of low pay.

In closing, the proposed upgrades are supported by the Home Builders Association and are to be funded by the below fee increases. These increases have been approved by the Inspections Fund Advisory Board (IFAB).

- Permit application fee from $27.00 to $30.00
- Commercial inspection fee from $34.00 to $41.00
- Residential inspection fee from $27.00 to $34.00

MINUTES

ESCAMBIA COUNTY

BUILDING INSPECTIONS FUND ADVISORY BOARD (IFAB)

NOVEMBER 28, 2017

Present: William Merrill, Chairman
Karen Wright, Vice Chairman
Bob Price, Jr., Member
John Harold, Member
Thomas Henry – Member – Joined late.

Staff Present: Tim Tolbert, Building Official
Gerald Wooten, Accountant
Jennifer Hampton, Director's Aide
Ron McGlothren, Chief Building Inspector
David Peaden, HBA President

1. Call to Order – Chairman William Merrill called the meeting to order at 9:00 am.

2. Determination of Quorum – Chairman confirmed that a quorum was present.

3. Proof of Publication – Ms. Hampton verified the meeting date and time was properly advertised in the Pensacola News Journal on November 25, 2017.

4. Approval of Minutes – February 22, 2017 – John Harold made a motion to approve the minutes. Seconded by Bob Price. 4-0 Unanimous (Thomas Henry absent during the vote.)

5. Board Secretary Status Update:

   Mrs. Hampton introduced the Board to Ken Jenkins, representative from South Central Planning and Development, who was onsite to train and implement the new permitting system for the department.

   Mr. Jenkins spoke about the training and updates to the configuration of the system to make it more user friendly. He informed the Board that implementation would be a two-part process. A soft launch would occur December 11, 2017 for internal staff and the second phase launch of the online customer portal would launch in January 2018.

Mr. Tolbert brought up the discussion about phasing out escrow accounts for contractors. He raised concerns about liability for the Department. He stated that the ability for ACH withdrawal directly from a bank account.

The Board agreed that phasing out escrow accounts would be beneficial to the Department.

Mr. Jenkins informed the Board that customer service for all parties associated with the MyGovermentOnline system would be provided by SCPDC. The Department would no longer have to answer system questions for customers.

Thomas Henry joined the meeting.

Mr. Jenkins informed the Board that documents for a Certificate of Occupancy could be uploaded automatically to the system and that inspection results would come to the customer in email or phone call format.

6. Budget Status Report – Gerald Wooten –

Mr. Wooten informed the Board that the Department had cut expenditures by an additional 3% for a total savings of $2,370,970.00. He stated that revenues had increased by 2% for a total increase of $2,696,435.00.

Mr. Wooten informed the Board that permits were up 3% and inspections were up 13%. He stated that the reserve balance had grown to $2,586,578.00. He projected that the reserve balance should increase by an additional $320,000.00 after year end closeouts.

Mr. Tolbert raised the subject of moving the Investigations Division to the Escambia County Sheriff's Department. The Investigations Division has stayed in the negative over the past few years and this may resolve the issue.

The Board questioned what type of authority the Department has over unlicensed activity.

Mrs. Hampton responded that the Department could issue citations and/or turn over the case to the State Attorney's Office.

The Board questioned whether the Sheriff's Department would take unlicensed activity seriously.

Mr. Tolbert told the Board that he would look into the matter further.

The Board questioned what constitutes the loss for the division.

Mr. Tolbert stated that in essence we spend a quarter of a million dollars to police the construction industry which includes the wages for three employees. He stated that two of the other employees worked in other divisions as well. One in licensing and the other in permitting, therefor the investigations division is really a one-man job.

Board Member Harold stated that there is value in the investigations division and that a possible answer would be to rewrite the job description to where employees are dually utilized.

Chairman Merrill agreed that cross-training would make the employees more beneficial.

The Board questioned who does the investigations for the City of Pensacola.

Ms. Hampton informed the Board that BSD does the City's investigations.

The Board questioned how many investigations does BSD do for the City, how much is BSD losing by doing this, and why the City is not funding the investigations.

Mr. Tolbert stated that this would be looked into by staff.

7. Proposed Fee Schedule Increase –

Mr. Wooten stated that this agenda item includes two parts. The first part is the implementation of the wage and class study to increase wages so that the Department could be more competitive making it easier to obtain and retain competent inspectors. The second part would be to implement a fee schedule change to cover the additional cost for the increase.

Mr. Wooten stated that to implement the increase in wages and add positions the cost would be roughly $217,027.00 and that if the Department were to implement the proposed changes to the fee schedule, then the Department would not need to revamp the fee schedule for another seven years.

Mr. Wooten informed the Board of the Department's proposal based on a five year projection. He stated that the Department issued 20,881 permits in the last fiscal year. He stated that 16% of those permits were commercial and 84% were residential. He stated that if the Department were to increase the application fee by $3.00 bringing the fee to an even $30.00 would bring in an income of $62,643.00. He added that if the Department were to increase only the residential inspection fee $7.00 to bring it even with the cost of a commercial inspection, the resultant income would be $228,067.00. He

stated that the total additional income would be $291,067.00 and would cover the cost of any personnel/wage changes.

Board Member Harold questioned why the commercial inspection fee was not increased when that type of inspection is more in depth.

Mr. Wooten responded that the Department was trying to propose the minimum number of fee schedule changes to cover the increase.

Mr. Tolbert stated that there have been major issues with hiring and keeping inspectors. That the proposed increases would help to resolve the issue and the ultimate goal would be to obtain multi-certified employees.

Board Member Harold stated that the Investigations Division should not see an increase in wages unless they can be utilized in other areas.

Board Member Harold stated that the $7.00 increase to inspection fees should be on commercial and residential.

Board Member Price stated that he did not want to see any further delays in getting the Department the help it needed.

The Board questioned what the next step would be in getting the proposed changes to the fee schedule approved.

Mrs. Hampton informed the Board that the changes would have to be approved by the Board of County Commissioners.

Board Member Harold made a motion to implement the wage study increases for the BSD employees minus the Investigations Division unless they are utilized in other areas and to change the BSD fee schedule to raise the application fee to $30.00, the residential inspection fee to $34.00, and the commercial inspection fee to $41.00. The motion was seconded by Board Member Price. PASSED 5-0 Unanimous

Board Member Harold reiterated that the Investigations Division employees should be cross-trained and utilized in other areas.

8. New Business –
   A. Election of New Chairman and Vice-Chairman

      Board Member Harold made a motion that Karen Wright be appointed as Chairman. The motion was seconded by Board Member Henry. PASSED 5-0 Unanimous

Board Member Price made a motion that John Harold be appointed as Vice-Chairman. The motion was seconded by Board Member Henry. PASSED 5-0 Unanimous

9. Meeting Adjourned.

Class Title: ~~Building Inspections~~ ~~Construction Inspector~~
Building Services, Inspector I
Building, Plumbing, Mechanical or Electrical

Bargaining Unit: No Union Affiliation (NU)

Class Code: B32

Salary: $19.40 - $22.54 Hourly
$1,552.00 - $1,803.20 Biweekly
$40,352.00 - $46,883.20 Annually

Print Job Information

Email me when jobs like this become available

Description **Benefits**

Mandatory Testing Position: Requires Drug Testing

~~This class~~ Inspector I inspects construction ~~permitted sites~~ in one or more of the following ~~area of specialty~~ inspection categories; Building, Plumbing, Mechanical or Electrical, to ensure permit, code, and regulatory compliance, issues notice of corrections as needed, provides compliance information to permit holder, and reports any findings with recommendations for ~~permit hold/withdrawal~~ project compliance. ~~Work is performed~~ This ~~under the~~ ~~general~~ position falls under the direct supervision of an ~~direction~~ Inspections Supervisor ~~a Chief Construction Supervisor~~.

~~A non-certified Construction Inspector's rate of pay is $12.49; must be able to obtain a provisional Building Inspector certification within 90 days of employment and State certification within one year of employment.~~

A State of Florida Provisional Inspector License issued by DBPR must be obtained within 90 days of employment and a Standard Inspector License issued by DBPR must be obtained ~~State certification~~ within one year of employment.

Examples of Duties:

Inspects construction projects and properties to observe compliance with applicable construction plans, specifications, and codes; reads and interprets construction plans and specifications; resolves issues between contractors and owners by providing code explanations related to inspections and/or construction plans or drawings.

Prepares and/or completes variety of forms, lists, ~~stop work notices~~, and/or other related items; disseminates information to appropriate individuals and issues stop work notices as directed.

Receives and responds to questions and/or complaints from a variety of individuals and/or businesses regarding codes and regulations, inspection schedules, inspection results, and code compliance requirements.

Prepares and maintains construction and building inspection results by entering data into a permit tracking system, files and logs; prepares related reports.

Attends a variety of meetings related to construction projects and/or progress.

Performs other duties ~~of a similar nature or level~~ As needed.

Typical Qualifications:

Training and Experience:
High School Diploma or equivalent (G.E.D.) and five years of verifiable experience in the building construction field; or, an equivalent combination of education and verifiable experience sufficient to successfully perform the essential duties of the job such as those listed above.

Licensing Requirements:
Valid driver's license
~~Standard Building Code Inspector certification is preferred~~

Knowledge, Skills, and Abilities:
Construction principles and methods
Construction inspection methods
Providing customer service
Using a computer and related software applications
Reading construction drawings, plans, and/or specifications
Inspecting construction projects
Troubleshooting problems
Documenting observations
Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction

Supplemental Information:

Mandatory Testing Position: Requires Drug Testing

ADA Requirements:

Physical Requirements:
Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.
Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects. Incumbents may be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, inadequate lighting, work space restrictions, intense noises and travel.

Class Title: Building Services, Inspector II; Building, Plumbing, Mechanical, Electrical

Bargaining Unit: No Union Affiliation (NU)

Class Code: C43

Salary: $23.76 - $27.61 Hourly
$1,900.80 - $2,208.80 Biweekly
$49,420.80 - $57,428.80 Annually

Print Job Information

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Description **Benefits**

Mandatory Testing Position: Requires Drug Testing

Inspector II includes Licensing in at least one of the following inspection categories; Building, Plumbing, Mechanical and Electrical inspections. Each position falls under the direct supervision of an Inspections Supervisor, conducts inspections, and reviews plans on a daily basis as directed.

Examples of Duties:

Inspector II inspects and performs plans reviews in areas of specialty which include one or more of the following disciplines; Building, Plumbing/Mechanical or Electrical, to ensure permit, code, and regulatory compliance, issues notice of corrections as needed, provides compliance information to permit holder, and reports any findings with recommendations for project compliance. Each position falls under the direct supervision of an Inspections Supervisor.

Participates in performing construction site inspections to ensure compliance with applicable construction plans, specifications, and codes; Reviews reads and interprets construction plans and specifications; resolves issues between contractors and owners.

Assists customers by providing information and answers related to code issues, plans, policies, and procedures.

Prepares and/or completes a variety of forms, lists, and/or other related items; disseminates information to appropriate individuals and issues stop work notices as directed.

Attends a variety of meetings related to construction projects and/or progress.

Performs other duties as directed.

Typical Qualifications:

Training and Experience:

High School Diploma or equivalent (G.E.D.) and five years of verifiable experience in the building construction field; or, an equivalent combination of education and verifiable experience sufficient to successfully perform the essential duties of the job such as those listed above.

Licensing Requirements:

Valid driver's license
Professional licenses required;
Each Inspector II shall possess a valid State of Florida standard Inspector and Standard Plans Examiner license in at least one of the following code categories;
Building
Plumbing
Mechanical
Electrical

Knowledge, Skills, and Abilities:

Construction principles and methods;·
Documentation methods;·
Construction inspection methods;·
Customer service principles;·
Caseload management principles and practices;·
Applicable Federal, State, and local laws, rules, regulations, codes, and/or statutes;
Providing customer service;·
Using a computer and related software applications;·
Reading construction drawings, plans, and/or specifications;·
Inspecting construction projects;·
Troubleshooting problems;·
Documenting observations;·
Preparing and maintaining a variety of records, logs, and/or other related documents;·
Interpreting and applying applicable laws, rules, and regulations;·
Analyzing problems, identifying alternative solutions, projecting consequences of proposed actions, and making recommendations in support of goals;·
Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction

ADA Requirements:

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

Incumbents may be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, inadequate lighting, work space restrictions, intense noises and travel.

Class Title: ~~Building Inspections Combination Inspector~~ Building Services, Inspector III

Bargaining Unit: No Union Affiliation (NU)

Class Code: C52

Salary: $27.21 - $31.62 Hourly
$2,176.80 - $2,529.60 Biweekly
$56,596.80 - $65,769.60 Annually

Print Job Information

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Description **Benefits**

Mandatory Testing Position: Requires Drug Testing

~~This class~~ Inspector III performs inspections in the areas of building, plumbing, mechanical and electrical ~~inspects permitted sites in multiple areas of specialty~~ to ensure permit, code, and regulatory compliance, provides compliance information to permit holder, and reports any findings with recommendations for the project ~~permit hold/withdrawal~~. ~~Work is performed under the general direction of a~~ This position falls under the direct supervision of the Combination Inspection Supervisor.

Examples of Duties:

Inspects construction projects and properties to observe compliance with applicable construction plans, specifications, and codes; reads and interprets construction plans and specifications; resolves issues between contractors and owners by providing code explanations related to inspections and/or construction plans or drawings.

Prepares and/or completes variety of forms, lists, ~~stop work notices~~, and/or other related items; disseminates information to appropriate individuals and issues stop work notices when directed.

Receives and responds to questions and/or complaints from a variety of individuals and/or businesses regarding codes and regulations, inspection schedules, inspection results, and code compliance requirements.

Prepares and maintains construction and building inspection results by entering data into a permit tracking system, files and logs; prepares related reports.

Attends a variety of meetings related to construction projects and/or progress.

Performs other duties as needed. ~~of a similar nature or level.~~

Typical Qualifications:

High School Diploma or equivalent (G.E.D.) and five years of experience in the building construction field; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Licensing Requirements:
Valid driver's license. State of Florida DBPR Standard Plans Examiner in one of the following categories; Building, Plumbing, Electrical or Mechanical.
State of Florida DBPR Standard Building Code Inspector ~~certification~~ license in all of the following categories: Building, Plumbing, Mechanical, Electrical.
Or a State of Florida DBPR Standard 1 & 2 Family Dwelling Inspectors ~~certification~~ license.

Knowledge, Skills, and Abilities:
Construction principles and methods
Construction inspection methods
Providing customer service
Using a computer and related software applications
Reading construction drawings, plans, and/or specifications
Inspecting construction projects
Troubleshooting problems
Documenting observations
Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction

ADA Requirements:

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.
Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects. Incumbents may be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, inadequate lighting, work space restrictions, intense noises and travel.

Building Plans Examiner

Class Title

Building Plans Examiner

Class Code

~~775-DBMB31~~

C43

Salary

~~$37,356.80 - $43,409.60 Annually~~

C43

$23.76 - $27.61 Hourly
$1,900.80 - $2,208.80 Biweekly
$49,420.80 - $57,428.80 Annually

- Definition
- Benefits

Description

~~This class reviews permitted drawings and specifications for regulatory compliance.~~ Performs highly professional level work involving the review and examination of building plans and permit applications for construction. Includes technical work involving inspection of buildings. Personal characteristics required of all employees such as honesty, integrity, sobriety and the ability to get along with others, are presumed qualities and may not be listed specifically.

Examples of Duties

~~Reviews a variety of building plans for commercial and/or residential construction to ensure regulatory compliance; performs follow-up reviews to ensure corrective measures and revisions are properly incorporated into plans; reviews plans to ensure architect seals are present or verify plan compliance when architect seals are not present.~~ The Building Plans Examiner, under direct supervision of the Senior Plans Examiner or subsequent management position assigned by the Building Official. Reviews and performs high-level examination of plans of proposed construction of residential and commercial structures to ensure compliance with all applicable codes and regulation. Reviews building permit application and supporting documentation for accuracy and completeness. Documents deficiencies and conducts conferences with engineers, contractors, developers, architects and private citizens to discuss discrepancies and interpretation of the codes;
Prepares and presents reports as directed;
Maintains status for all development projects for purposes of control and systematic processing and completes special projects as assigned;

Works independently and uses computer to verify product approvals and perform research;
Investigates complaints of improper construction when directed;
Conducts field inspections of buildings in the course of construction, alteration and repair; enforces State and County laws relating to building construction;
Performs other duties as required.

Assists customers in person and over the phone by providing information and answers related to building code issues, plans, policies, and procedures.

Maintains a variety of records, logs, and/or databases.

Attends a variety of meetings related to construction projects and/or progress.

Assists in performing field inspections of construction projects.

Attends a variety of continuing education classes to maintain applicable certifications.

Performs other duties as required ~~of a similar nature or level.~~

All employees may have a role in the County's disaster preparation and/or disaster recovery efforts, as may be designated in the County Comprehensive Emergency Management Plan.

Typical Qualifications

Training and Experience ~~(positions in this class typically require):~~
High School Diploma or equivalent (G.E.D.), and up to one year of specialized or technical training beyond high school and five years of verifiable experience in the building construction field; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

~~Licensing Requirements (positions in this class typically require):~~
~~Licensing Requirements: ·~~
~~Valid driver's license;·~~

Licensing Requirements:
Valid driver's license
Professional licenses in accordance Florida Statutes Chapter 468.609 required;
Valid State of Florida standard inspector license
Valid State of Florida standard plans examiner license

Exception: A licensed driver who lives in another state and travels regularly to work in Florida may maintain Operator's/Commercial Driver's license in state of residency

~~Possession of a Standard certificate as a Plans Examiner OR;·~~
~~Ability to acquire, as outlined in Florida Statutes Chapter 468.609(7),a State of Florida "Provisional" Plans Examiner certificate prior to commencing any duties requiring certification, .~~

Knowledge (position requirements at entry):
Knowledge of:·
Applicable Federal, State, and local laws, rules, regulations, codes, and/or statutes;·
Permitting processes;·
Customer service principles;·
Plan review techniques and methods.

Skills (position requirements at entry):
Skill in:·
Providing customer service;·
Using a computer and related software applications;·
Reviewing and analyzing construction plans for compliance with applicable regulations;·
Interpreting and applying applicable laws, rules, and regulations;·
Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

ADA Requirements

Physical Requirements:
Positions in this class typically require: fingering, grasping, talking, hearing, seeing and repetitive motions.
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Class Title: Senior Plans Examiner

Bargaining Unit: No Union Affiliation (NU)

Class Code: D62

Salary: $30.86 - $35.86 Hourly
$2,468.80 - $2,868.80 Biweekly
$64,188.80 - $74,588.80 Annually

Print Job Information

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Description **Benefits**

Mandatory Testing Position: Requires Drug Testing

Senior Plans Examiner under direct supervision of the Deputy Building Official is a working supervisor who oversees plan review operations on a daily basis, preforms Building plans review, supervises plans review personnel, and performs routine inspections as needed.

Examples of Duties:

Supervises staff to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff are trained and competent. Develops and delivers training programs for in house training; ensuring that employees follow policies and procedures; maintaining a healthy and safe working environment; and, making hiring, termination, and disciplinary recommendations.

Assures that subordinates meet deadlines.

Delegates and prioritizes subordinates assigned work load.

Reviews and prioritizes the scheduling of plans to be reviewed and processed.

Reviews, prepares, and maintains a variety of reports, logs, and/or other related documentation related to review results, revisions, and/or other related issues.

Participates in performing construction site inspections to ensure compliance with applicable construction plans, specifications, and codes; reads and interprets construction plans and specifications; resolves issues between contractors and owners.

Assists customers in person and over the phone by providing information and answers related to building code issues, plans, policies, and procedures.

Participates and assists in planning and facilitating training sessions.

Attends a variety of meetings related to construction projects and/or progress.

Performs other duties as needed.

All employees may have a role in the County's disaster preparation and/or disaster recovery efforts, as may be designated in the County Comprehensive Emergency Management Plan.

Typical Qualifications:

High School Diploma or equivalent (G.E.D), and up to one year of specialized or technical training beyond high school or, an equivalent combination of education and experience.
Five years of experience as residential or commercial Inspector and plans examiner.

Licensing Requirements:
Valid driver's license
Professional licenses in accordance Florida Statutes Chapter 468.609 required;
Valid State of Florida standard inspector license
Valid State of Florida standard plans examiner license
Valid Floodplain Manager Certificate (CFM)

Exception: A licensed driver who lives in another state and travels regularly to work in Florida may maintain Operator's/Commercial Driver's license in state of residency

Knowledge, Skills, and Abilities:
Supervisory principles;·
Construction principles and methods;·
Documentation methods;·
Construction inspection methods;·
Customer service principles;·
Caseload management principles and practices;·
Applicable Federal, State, and local laws, rules, regulations, codes, and/or statutes;
Monitoring and evaluating subordinates;·
Delegating and prioritizing subordinates work;·
Providing customer service;·
Using a computer and related software applications;·
Reading construction drawings, plans, and/or specifications;·
Inspecting construction projects;·
Troubleshooting problems;·
Documenting observations;·
Preparing and maintaining a variety of records, logs, and/or other related documents;·
Interpreting and applying applicable laws, rules, and regulations;·
Analyzing problems, identifying alternative solutions, projecting consequences of proposed actions, and making recommendations in support of goals;·
Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction

ADA Requirements:

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

Incumbents may be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, inadequate lighting, work space restrictions, intense noises and travel.

Deputy Building Official

Bargaining Unit: No Union Affiliation (NU)

Class Code: D71

Salary: $34.67 - $40.29 Hourly
$2,773.60 - $3,223.20 Biweekly
$72,113.60 - $83,803.20 Annually

Print Job Information

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Description **Benefits**

The Deputy Building Official is a highly responsible professional position requiring an ethical leader skilled in administration and supervision of the Building Services Division. The Escambia County Deputy Building Official under direction of the Director of Building Services/Building Official; plans, directs, coordinates, and supervises the activities of the Department Which include permitting, plan reviews, inspections, and contractor licensing. Performs ongoing evaluation and improvement of service delivery systems, researches for innovative systems and techniques by which to better serve the Department's clients. Performs mentoring and evaluations of staff through observations, and written reports and recognizes successes in achieving established goals and takes corrective measures regarding inconsistencies and short comings. Develops and increases staff understanding of code and processes through identifying or establishing training opportunities. Serves in full capacity as Building Official in the absents of the Building Services Director/Building Official, including but not limited to, advising the County Administrator through the Assistant County Administrator on the activities and needs of the department and the results of its overall operations. Represents the Department before the Board of County Commissioners; presents issues, projects, proposals, and recommendations for Board action. Performs related work as required. Work is performed under direction of the Director of Building Services/Building Official.

Examples of Duties:

Supervise and coordinate the activities of subordinate employees, including determining work procedures and schedules; issuing instructions and assigning duties; reviewing work; recommending personnel actions; conducting performance reviews; and conducting departmental training and orientation.

Provide leadership and direction the development of short and long-range plans; research, collect, interpret, and prepare data for studies, reports, and recommendations; coordinate departmental activities with other departments, the county administrator, and agencies as needed.

Interprets and enforces regulations including, but not limited to Florida Statutes 553 as well as other related Florida statutes and local ordinances related to building construction.

Provide technical advice to supervisors; make presentations to supervisors, boards, commissioners, civic groups, and the general public.

Explain, interpret and provide guidance regarding all applicable regulations to architects, engineers, contractors, developers and other interested parties.

Investigate complaints regarding, building construction, permitting, and inspections.

Resolves complex and sensitive customer service issues, either personally, by phone, or in writing. Maintains records and documents of customer service issues and resolutions.

Ensure subordinate personnel within the department are held to the highest ethical standards, establishes performance standards, provide on-going training to ensure that all inspectors are consistent in knowledge, interpretation and application of code requirements.

Administer in a timely and professional manner permitting and plan review, including reviews, inspections, coordination, enforcement, and issuance.

Assures that assigned areas of responsibility are preformed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Coordinate and assist environmental code enforcement and fire prevention as needed.

Perform duties of any department position as needed.

Perform related work as assigned or required.

N**OTE:** These duties are listed only as illustrations of the various kinds of work performed. The omission of specific statements of duties does not exclude them from the position it the work is similar, related or a logical assignment to the position.

Typical Qualifications:

Bachelor's degree in civil or structural engineering, construction, architecture, areas applicable to building code inspection, and six years' experience in building construction, building inspection or engineering of which five years must be in a supervisory/management position; or any equivalent combination of related training and experience.

Must hold a license issued by the Florida Department of Business and Professional Regulation as a Building Code Administrator, plans examiner, one- and two-family dwelling inspector or standard inspector certified in building, plumbing, mechanical, and electrical pursuant to Florida Statute as required by Chapter 468.

An incumbent in this job classification will be required to file a financial disclosure statement (Form 1) with the Supervisor of Elections in Escambia County, in compliance with Florida States, Chapter 112, Part III. Such filing is required within 30 days of placement in the position, and annually thereafter no later than July 1 of each year in which they serve in the covered position, and within 60 days of leaving the covered position.

Requirements Upon Employment:

Successful completion of criminal history background investigation is required prior to employment.

Valid driver's license

Florida Building Code Administrator's License issued by the Florida Department of Business and Professional Regulation.

Knowledge, Skills and Abilities (KSAs):

Thorough knowledge of current construction methods and Florida Building Codes. ~~and~~ Thorough knowledge of inspection and enforcement procedures for applying all applicable codes and standards.

Ability to build a strong leadership team that is capable of implementing the vision and goals of the County.

Ability to establish and maintain good working relationships with the County Commissioners, County Administrator, staff and employees; often in stressful situations.

Ability to establish and maintain effective relationships with contractors, developers, architects, engineers, owners and the general public

Strong interpersonal skills and the ability to interact successful with the public, contractors, supervisors, elected officials and agencies while maintaining the provisions of the code

Strong leadership and the ability to effect continued improvement and growth within the Department

Commitment to establish, implement, and maintain effective training and evaluation

Ensures that the state and county ethic policies are taught and enforced.

Strong problem solving and conflict resolution skills

Ability to read and understand complicated plans and blueprints

Ability to communicate effectively orally and in writing

Ability to effectively supervise and coordinate the activities of subordinate employees, establishing and implementing performance measures, maintaining a healthy and safe working environment.

Discipline and ensure compliance with standards, conducts performance evaluations, hire, and terminates in accordance with policy.

ADA Requirements:

ADA Requirements:

Light work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects. If the use of arm and/or leg control requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated light work. This position requires talking, hearing, seeing and repetitive motions.

While performing the essential functions of the job the employee is occasionally exposed to outdoor weather conditions. The incumbent's working conditions are typically quiet but may be required to occasionally visit construction sites.

The Director of Building Services will also be assigned to the Emergency Operations Center during an activation or exercise. He/or/she will be responsible to supervise and support his staff in the field conducting damage assessments and site inspections.

ADA Statement:

A qualified employee or applicant with a disability may be afforded a reasonable accommodation to perform the essential job functions of a position in compliance with the Americans with Disabilities Act.

Drug Free Workplace Statement:

Escambia County BOCC is a drug-free workplace in accordance with Federal and Florida law.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16203 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 06/06/2019
Issue: Recommendation Concerning the Acquisition of Real Property at 123 Diego Circle
From: TONYA GREEN, Neighborhood & Human Services Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 123 Diego Circle for the Erress Boulevard and Diego Circle Blight Reduction Project - Tonya Green, Neighborhood & Human Services Department Director

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

A. Authorize the purchase of real property located at 123 Diego Circle, from 5T Wealth Partners, LP, a California limited partnership, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $9,500 (County's appraised value is $8,000);

B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 123 Diego Circle (.0384 acres); and

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

This parcel is located in District 3.

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

BACKGROUND:

Westernmark subdivision located on Erress Boulevard and Valencia Arms subdivision located on Diego Circle are neighborhoods located in the CRA Palafox Redevelopment District. Many of the units within the neighborhood have become neglected and/or abandoned leading to severe blighted and slum conditions. Escambia County has conducted multiple refuse "clean sweeps" through the neighborhood; there have been numerous repetitive code violations in which properties currently have outstanding liens.

During the June 22, 2017 BCC Meeting, the Board authorized staff to begin the process to pursue acquisition on all properties that had vacant lots and unoccupied structures. Neighborhood and Human Services staff have identified over 30 potential parcels to solicit for acquisitions. Staff has sent correspondence to all identified vacant properties and have completed appraisal reports, title insurance commitments, and other related activities in implementing the project. The acquisition checklist has been provided with this recommendation.

A preliminary offer was made to the owner for the appraised value of the property of $8000, but the owner has counter-offered with $9,500. The current property value from the Escambia County Property Appraiser notes the value at $10,240. Four votes from the Board would be needed to authorize this purchase price over the County appraisal of $8,000.

BUDGETARY IMPACT:

Funding for acquisition is budgeted in Fund 129, 2017 CDBG, Cost Center 370231.

LEGAL CONSIDERATIONS/SIGN-OFF:

All documents will be reviewed by the County Attorney's office for approval.

PERSONNEL:

Not applicable to this recommendation. All work associated with this request is being handled by County staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board action, Community Redevelopment Agency (CRA) and Neighborhood Enterprise Division (NED) staff will implement in consultation with the County Attorney's office.

Attachments

Contract with Backup documents

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between 5T Wealth Partners, LP, a California limited partnership, whose address is P.O. Box 830539, Birmingham, AL 35283 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on June 6, 2019.

2. PURCHASE PRICE; PAYMENT. The purchase price is $9,500, payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Neighborhood Enterprise Division
c/o Meredith Reeves
221 Palafox Place, Suite 200
Pensacola, Florida 32502

TO SELLER:
5T Wealth Partners, LP
Department 6200
P. O. Box 830539
Birmingham, AL 35283

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

Date: _____

BCC Approved: _____

SELLER: 5T Wealth Partners, LP

Witness

Kelly P. Kite, Authorized Signatory

ANA CARRINGTON
Print Name

Approved as to form and legal sufficiency.

By/Title: _____
Date: Assistant County Attorney April 17, 2019

Witness

Cole Coss
Print Name

Date 4/12/2019

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of APRIL, 2019, by **Kelly P. Kite, Authorized Signatory for 5T Wealth Partners, LP**, a California limited partnership, on behalf of the partnership. He/She (X) is personally known to me or (__) produced current _____ as identification.

Notary Public State of Florida
Jana Carrington
My Commission GG 253452
Expires 11/13/2022
(Notary Seal)

Signature of Notary Public

JANA CARRINGTON
Printed Name of Notary Public

Exhibit "A"

123 Diego Circle, Pensacola, FL 32505
Parcel ID: 09-2S-300-5500-000-49

Legal Description:
LOT 49, VALENCIA ARMS, A SUBDIVISION OF A PORTION OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, IN ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 7 AT PAGE 99 OF THE PUBLIC RECORDS OF SAID COUNTY.

PUBLIC DISCLOSURE OF INTEREST

This Public Disclosure of Interest is made pursuant to Section 286.23, Florida Statutes (2018) under oath to Escambia County and its Board of County Commissioners and subject to the penalties prescribed for perjury.

I, Paul Krsek, as Chief Executive Officer of 5T Wealth, LLC, a California limited liability company, do hereby attest and affirm:

1. That the address for 5T Wealth, LLC is 595 Coombs St Napa, CA 94559.

2. That the following entity or individuals have a beneficial interest in the real property described as:

Lot 49, Valencia Arms, a subdivision of a portion of Section 9, Township 2 South, Range 30 West, in Escambia County, Florida, according to the plat of said subdivision recorded in Plat Book 7 at page 99 of the public records of said county.
123 Diego Circle, Pensacola, FL 32505
Parcel ID No. 09-2S-30-5500-000-049:

A. Paul Krsek 595 Coombs St, Napa, CA 94559
(Name) (Address)

Relationship/Interest: Member

B. Meghan Krsek 595 Coombs St, Napa, CA 94559
(Name) (Address)

Relationship/Interest: Member

C. Hien Scozzafava 595 Coombs St, Napa, CA 94559
(Name) (Address)

Relationship/Interest: _____

D. _____
(Name) (Address)

Relationship/Interest: _____

3. That this disclosure has been made at least 10 days prior to the conveyance of any real property interest as described above to Escambia County, Florida.

Witness _____

Print Name Christopher S Roth

Witness _____

Print Name HEN Scott Affiant

5T Wealth, LLC, a California limited liability company

_____

By: Paul Krsek, Chief Executive Officer

STATE OF California
COUNTY OF Napa

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 16th day of May, 2019, by Paul Krsek, as Chief Executive Officer of 5T Wealth, LLC, a California limited liability company, on behalf of the company. He (X) is personally known to me, ~~or ( ) has produced current _____ as identification~~.

JESSICA J. SARTAIN
COMM. #2205064
Notary Public - California
Napa County
My Comm. Expires July 14, 2021

_____
Signature of Notary Public

Jessica J Sartain
Printed Name of Notary Public

(Notary Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Napa)

On 5.16.2019 before me, Jessica J Sartain, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Paul Krsek
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

NRO1 JESSICA J. SARTAIN COMM. #2205064 Notary Public - California Napa County My Comm. Expires July 14, 2021 NRO1

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Exhibit II

Escambia County Community Redevelopment Agency
OFFER LETTER

RE: 123 DIEGO CIRCLE, PENSACOLA, FL

ACCEPTANCE:

I have read the foregoing and would be willing to: Check A or B

___ A) Sell the property, located at **123 Diego Circle** for **$8,000** depicted in Exhibit "A"; or

X B) Agree to sell the property, located at **123 Diego Circle** for the counteroffer amount of $ 9,500 00

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

X _____ 10/15/18
Signature of Owner Date

_____
Signature of Owner Date

Kelly P. Kite, Jr.
Print Name

_____
Print Name

Please provide us with a current phone number and/or email address.

772 713-5046
Phone Number

TMATESIC@AOL.COM
Email Address

PARCEL MAP: 123 DIEGO CIRCLE



"This map/data was prepared by the Escambia County CRA and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered."

8/3/2018

N

ESCAMBIA COUNTY FLORIDA

File No. V190011

APPRAISAL OF



LOCATED AT:

123 DIEGO CIRCLE
PENSACOLA, FL 32505

CLIENT:

NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT
221 PALAFOX PLACE.SUITE 200
PENSACOLA, FL, 32502

AS OF:

January 30, 2019

BY:

NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT
221 PALAFOX PLACE.SUITE 200
PENSACOLA, FL, 32502

File Number: V190011

In accordance with your request, I have appraised the real property at:

123 DIEGO CIRCLE
PENSACOLA, FL 32505

The purpose of this appraisal is to develop an opinion of the defined value of the subject property, as improved. The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the defined value of the property as of January 30, 2019 is:

$8,000
Eight Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, assignment conditions and appropriate certifications.

Victor Harrison

GULF COAST APPRAISALS

Residential Appraisal Report

File No. V190011

PURPOSE

The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.

Client Name/Intended User NEIGHBORHOOD & HUMAN SERVICES DEF E-mail N/A

Client Address 221 PALAFOX PLACE.SUITE 200 City PENSACOLA State FL Zip 32502

Additional Intended User(s) FOR CLIENTS USE ONLY.

Intended Use TO DETERMINE MARKET VALUE FOR POSSIBLE ACQUISITION. SUBJECT APPRAISAL IS CONSIDERED A RESTRICTED REPORT.

SUBJECT

Property Address 123 DIEGO CIRCLE City PENSACOLA State FL Zip 32505

Owner of Public Record 5T WEALTH PARTNERS LP County ESCAMBIA

Legal Description LT 49 VALENCIA ARMS PB 7 P 99 OR 7659 P 828. ESC FL.

Assessor's Parcel # 09-2S-30-0550-000-049 Tax Year 2018 R.E. Taxes $ 268.89

Neighborhood Name VALENCIA ARMS/PENSACOLA Map Reference 09-2S-30 Census Tract 31

Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

SALES HISTORY

My research [X] did [ ] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Prior Sale/Transfer: Date 01/11/2017 Price $2,700 Source(s) CRS/ESCPA

Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) PRIOR TRANSFER NOTED FOR SUBJECT WITHIN PAST 36 MONTHS FOR $2,700 ONE 01/11/2017, PER PUBLIC RECORDS. SUBJECT TRANSFER APPEARS BE A TAX DEED TRANSFER.

Offerings, options and contracts as of the effective date of the appraisal NONE NOTED ON MLS OR FOR SALE BY OWNER.

NEIGHBORHOOD

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining	PRICE	AGE	One-Unit	89 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	1 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	10± Low	NEW	Multi-Family	1 %
Neighborhood Boundaries See Attached Addendum.								550+ High	90±	Commercial	2 %
								110± Pred.	30	Other VACAN	7 %

Neighborhood Description SUBJECT IS IN AN ESTABLISHED NEIGHBORHOOD PREDOMINATELY SINGLE FAMILY DWELLINGS, WITH COMMERCIAL BUSINESSES LOCATED ON MAIN STREETS IN MARKET AREA, AND OTHER RESIDENTIAL PROPERTIES IN PROXIMITY, WITH MARKET APPEAL BEING AVERAGE IN THE WEST PENSACOLA, FL AREA.

Market Conditions (including support for the above conclusions) THE SUBJECT MARKET IS CONSIDERED TO BE CURRENTLY STABLE IN GENERAL. MORTGAGE FUNDS AVAILABLE TO QUALIFIED BUYERS AT COMPETITIVE RATES. THERE IS NO EVIDENCE OF CONCESSIONS, BUYDOWNS OR DISCOUNTS WHICH WOULD AFFECT MARKET VALUE. RECENT DECREASES IN SHORT-TERM INTEREST RATES ARE NOT ANTICIPATED TO HAVE AN IMPACT ON THE MARKET.

SITE

Dimensions 19X87X19X87 ± (P.P.RCDS) Area .04 ACRE ± (P-RCDS) Shape RECTANGULAR View RESIDENTIAL/AVG

Specific Zoning Classification HDMU Zoning Description HDMU: HIGH DENSITY MIXED USE RESIDENTIAL

Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe. THE SUBJECT HIGHEST AND BEST USE IS CONSIDERED TO BE ITS PRESENT USE DUE TO BEING IN A RESIDENTIAL SUBDIVISION.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street ASPHALT	[X]	[ ]
Gas	[ ]	[ ] NONE	Sanitary Sewer	[X]	[ ]	Alley NONE	[ ]	[ ]

Site Comments NO ADVERSE SITE CONDITIONS WERE NOTED. SEE FLOOD MAP ATTACHED. SITE SIZE AND FLOOD ZONE ARE SUBJECT TO CURRENT SURVEY. FLOOD ZONE LOCATION IS AN APPROXIMATION ONLY DUE TO FEMA FLOOD ZONE PANEL 12033C0360G, DATED 12/19/2006, NOT PINPOINTING SUBJECT. SUBJECT APPEARS TO BE IN FLOOD ZONE "X". SUBJECT IS CONNECTED TO PUBLIC SEWAGE.

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION		EXTERIOR DESCRIPTION materials		INTERIOR materials	
Units [X] One [ ] One w/Acc. unit [ ]		[X] Concrete Slab [ ] Crawl Space		Foundation Walls	CONCRETE/AVG	Floors	CPT/AVG
# of Stories TWO		[ ] Full Basement [ ] Partial Basement		Exterior Walls	BRICK-WD/AVG	Walls	DW/AVG
Type [ ] Det. [X] Att. [ ] S-Det./End Unit		Basement Area 0.0000 sq. ft.		Roof Surface	ASPH/SHING/AVG	Trim/Finish	WD/PAINT/AVG
[X] Existing [ ] Proposed [ ] Under Const.		Basement Finish N/A %		Gutters & Downspouts	NONE	Bath Floor	VINYL/AVG
Design (Style) TOWNHOME		[ ] Outside Entry/Exit [ ] Sump Pump		Window Type	S-H ALUM/AVG	Bath Wainscot	PREFAB/AVG
Year Built 1972				Storm Sash/Insulated	NONE/AVG	Car Storage	[ ] None
Effective Age (Yrs) 40 YRS				Screens	YES/AVG	[X] Driveway	# of Cars 2
Attic	[ ] None	Heating [X] FWA [ ] HW [ ] Radiant		Amenities	[ ] WoodStove(s) #	Driveway Surface	CONCRETE
[ ] Drop Stair	[ ] Stairs	[ ] Other Fuel ELECTRIC		[ ] Fireplace(s) #	[X] Fence PRT/WD	[ ] Garage	# of Cars
[ ] Floor	[X] Scuttle	Cooling [X] Central Air Conditioning		[X] Patio/Deck OPN	[X] Porch STP	[ ] Carport	# of Cars
[ ] Finished	[ ] Heated	[ ] Individual [ ] Other		[ ] Pool	[X] Other UTILITY	[ ] Att.	[ ] Det. [ ] Built-in

Appliances [X] Refrigerator [X] Range/Oven [X] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [X] Other (describe) FAN/HOOD

Finished area above grade contains: 6 Rooms 3 Bedrooms 2.0 Bath(s) 1,308 Square Feet of Gross Living Area Above Grade

Additional Features See Attached Addendum.

Comments on the Improvements See Attached Addendum.

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(gPAR™) General Purpose Appraisal Report 12/2005
GPAR1004_05 11122014

GULF COAST APPRAISALS

Residential Appraisal Report

File No. V190011

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
123 DIEGO CIRCLE		2301 MICHIGAN AVE		5512 WOODSMAN CT		529 MASSACHUSETTS AVE C	
Address PENSACOLA, FL 32507		PENSACOLA, FL 32526		PENSACOLA, FL 32506		PENSACOLA, FL 32505	
Proximity to Subject		1.08 miles NW		3.03 miles SW		1.64 miles SW	
Sale Price	$ N/A		$ 43,000		$ 40,000		$ 38,100
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 36.94 sq. ft.		$ 37.88 sq. ft.		$ 34.64 sq. ft.	
Data Source(s)	INSPECTION	MLS/PUBLIC RECORDS		MLS/PUBLIC RECORDS		MLS/PUBLIC RECORDS	
Verification Source(s)	PUBLIC RECD'S	DOM 94		DOM 2		DOM 6	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing	N/A	CASH		CASH		CASH	
Concessions	N/A	CLOSED		CLOSED		CLOSED	
Date of Sale/Time	N/A	07/09/2018		07/05/2018		02/15/2018	
Location	SUBURBAN/FAIR	SUBURBAN/AVG	-5,000	SUBURBAN/AVG	-5,000	SUBURBAN/AVG	-5,000
Leasehold/Fee Simple	FEE SIMPLE	FEE SIMPLE		FEE SIMPLE		FEE SIMPLE	
Site	.04 ± ACRE/AVG	.02 ± ACRE/AVG		.12 ± ACRE/AVG		.03 ± ACRE/AVG	
View	RESIDENT/AVG	RESIDENT/AVG		RESIDENT/AVG		RESIDENT/AVG	
Design (Style)	TOWNHOME	TOWNHOME		TOWNHOME		TOWNHOME	
Quality of Construction	BRICK-WD/AVG	BRICK-VIN/AVG		WOOD/AVG		WOOD/AVG	
Actual Age	47 ± YRS	35 ± YRS	0	23 ± YRS	0	34 ± YRS	0
Condition	POOR	FAIR	-30,000	FAIR	-30,000	FAIR	-30,000
Above Grade (Total / Bdrms. / Baths)	6 / 3 / 2.0	5 / 2 / 1.1	+1,000	5 / 2 / 2	+1,000	5 / 2 / 2	+1,000
Room Count			+3,000				
Gross Living Area	1,308 sq. ft.	1,164 sq. ft.	+2,200	1,056 sq. ft.	+3,800	1,100 sq. ft.	+3,100
Basement & Finished	NONE	NONE		NONE		NONE	
Rooms Below Grade	NONE	NONE		NONE		NONE	
Functional Utility	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Heating/Cooling	CENT HT & AC	CENT HT & AC		CENT HT & AC		CENT HT & AC	
Energy Efficient Items	WINS/BLDS/ETC	WINS/BLDS/ETC		WINS/BLDS/ETC		WINS/BLDS/ETC	
Garage/Carport	NONE	NONE		NONE		NONE	
Porch/Patio/Deck	STP/C-OP/AVG	PCH/OP/BAL/INF	-3,000	PCH/SP/EQL	0	PCH/OP/EQL	0
FIREPLACE	NONE	FIREPLACE	-1,000	NONE		FIREPLACE	-1,000
FENCE	PRT-FNC/UT-RM	CT YD/EQL		PRT-FNC/UT-RM		PRT-FNC/UT-RM	
OTHER	NONE	NONE		NONE		NONE	
Net Adjustment (Total)		☐ + ☒ -	$ 32,800	☐ + ☒ -	$ 30,200	☐ + ☒ -	$ 31,900
Adjusted Sale Price of Comparables		Net Adj. -76.3% Gross Adj. 105.1%	$ 10,200	Net Adj. -75.5% Gross Adj. 99.5%	$ 9,800	Net Adj. -83.7% Gross Adj. 105.2%	$ 6,200

SALES COMPARISON APPROACH

Summary of Sales Comparison Approach See Attached Addendum

COST APPROACH TO VALUE

Site Value Comments LAND VALUE WAS NOT DEVELOPED DUE TO NOT BEING IN THE SCOPE OF WORK. THE COST APPROACH WAS NOT DEVELOPED OR USED IN DETERMINING VALUE, AND WAS NOT IN THE SCOPE OF WORK. THE COST APPROACH IS NOT PERTINENT TO OLDER HOMES, OR REQUIRED BY FHA, VA, OR FANNIE MAE.

COST APPROACH

ESTIMATED ☐ REPRODUCTION OR ☐ REPLACEMENT COST NEW

Source of cost data

Quality rating from cost service Effective date of cost data

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

EST. REMAINING ECONOMIC LIFE: 20 YRS. THE LAND TO VALUE RATIO IS TYPICAL FOR THE AREA. SITE VALUE IS BASED ON REVIEW OF RECENT LAND SALES. THE FLOOR AREA ESTIMATE SHOULD BE CONSIDERED AN APPROXIMATION ONLY.

OPINION OF SITE VALUE	= $
Dwelling Sq. Ft. @ $	= $
Sq. Ft. @ $	= $
Garage/Carport Sq. Ft. @ $	= $
Total Estimate of Cost-New	= $
Less 60 Physical / Functional / External Depreciation	= $ ( )
Depreciated Cost of Improvements	= $
"As-is" Value of Site Improvements	= $
INDICATED VALUE BY COST APPROACH	= $

INCOME APPROACH TO VALUE

INCOME

Estimated Monthly Market Rent $ X Gross Rent Multiplier 0 = $ 0 Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) N/A

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 8,000 Cost Approach (if developed) $ Income Approach (if developed) $ N/A

See attached Addendum.

This appraisal is made ☐ "as is," ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed ☒ subject to the following:

See Attached Addendum.

Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is $ 8,000 as of JANUARY 30, 2019, which is the effective date of this appraisal.

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(gPAR™) General Purpose Appraisal Report 12/2005
GPAR1004_05 11122014

ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190011
Property Address: 123 DIEGO CIRCLE		Case No.:
City: PENSACOLA	State: FL	Zip: 32505

Neighborhood Boundaries
SUBJECT MARKET AREA IS LOCATED NORTH OF FAIRFIELD DRIVE, WEST OF I-110, SOUTH OF I-10, AND EAST OF BLUE ANGEL PKWY, IN THE WEST PENSACOLA FLORIDA AREA.

Additional Features
HORIZONTAL BLINDS, COVERED FRONT STOOP, REAR COVERED/OPEN PATIO, CEILING FANS, FENCE, SCUTTLE ATTIC ACCESS, KITCHEN APPLIANCES, UTILITY ROOM, ETC. INTERIOR ITEMS ARE AN ESTIMATION ONLY DUE TO INTERIOR INSPECTION UNAVAILABLE DUE TO FIRE DAMAGE OF SUBJECT CREATING UNSAFE INTERIOR INSPECTION. ROOM COUNT ESTIMATED FROM MLS OF SIMILAR UNITS IN SUBJECT SUBDIVISION, AND IS AN ESTIMATION ONLY.

Condition of Improvements
THE SUBJECT DWELLING APPEARS TO BE IN POOR CONDITION. PHYSICAL DEPRECIATION STANDARD FOR AGE. NO FUNCTIONAL OR EXTERNAL INADEQUACIES NOTED AT THE TIME OF INSPECTION. SIGNIFICANT DEFERRED MAINTENANCE NOTED AT TIME OF INSPECTION DUE TO SUBJECT HAVING SEVERE FIRE DAMAGE, AND IS AS FOLLOWS: ENTIRE UPPER FLOOR APPEARS TO BE DESTROYED DUE TO FIRE, SMOKE, AND WATER DAMAGE. LOWER FLOOR APPEARS TO BE IN POOR CONDITION DUE TO WATER, AND SMOKE DAMAGE, AND HAVING BEEN SUBJECTED TO WATER DAMAGE AND OTHER DAMAGE DUE TO ROOF FROM UPPER FLOOR BEING DAMAGED AND LEAKING, ETC. IT COULD POSSIBLY HAVE MOLD DAMAGE DUE TO THE LENGTH OF TIME OF HAVING WATER INTRUSION. APPRAISAL SUBJECT TO INTERIOR INSPECTION, AND REPAIR ESTIMATES FROM LICENSED CONTRACTOR(S). APPRAISER UNABLE TO DETERMINE CONDITION OF THE INTERIOR OF SUBJECT, AND ASSUMES THAT THE SUBJECT IS BASICALLY A SHELL WITH ALL OR NEARLY ALL INTERIOR NEEDING REPAIR OR REPLACING.

Comments on Sales Comparison
THE COMPARABLES CHOSEN WERE SALES OF HOMES IN THE SUBJECT MARKET AREA AND WERE GOOD INDICATORS OF VALUE FOR THE SUBJECT PROPERTY DUE TO SIMILARITY IN LOCATION, GLA, BEDROOMS, BATHROOMS, UTILITY, CONSTRUCTION, ACTUAL AND EFFECTIVE AGE, ETC. COMPS WERE CONSIDERED RECENT DUE TO BEING SALES UNDER THIRTEEN MONTHS TIME OF SALE, WITH COMP # 2 BEING UNDER 7 MONTHS TIME OF SALE, AND COMP # 1 BEING UNDER 7 MONTHS TIME OF SALE. ALL SALES WERE OVER ONE MILE IN PROXIMITY TO SUBJECT DUE TO LACK OF MORE SIMILAR/RECENT SALE IN THE SUBJECT MARKET ARE IN CLOSER PROXIMITY.
PREVIOUS SALES/TRANSFERS: SUBJECT HAD ONE PRIOR TRANSFER IN THE PREVIOUS 36 MONTHS ON 01/11/2017 FOR $2,700 AS A TAX SALE. NO PRIOR SALE FOR COMP 2. COMP # 3 HAD TWO PRIOR TRANSFERS PER CRC AND PUBLIC RECORDS IN THE PREVIOUS 12 MONTHS ONE ON 12/19/2017 FOR $53,00, AND ONE ON 01/18/2018 FOR $100, AS PART OF AN REO ACQUISITION.

Final Reconciliation
WEIGHT GIVEN TO THE MARKET APPROACH AS IT BEST REFLECTS THE MOST CURRENT BUYING/SELLING HABITS OF THE PUBLIC IN GENERAL. INCOME APPROACH CONSIDERED BUT NOT USED DUE TO A LACK OF RENTAL DATA, AND NOT BEING CONSIDERED PERTINENT OR RELIABLE PER HUD HAND BOOK. PERTINENT VALUE DETERMINANTS BRACKETED BY COMPARABLES EXCEPT IN ACTUAL AGE, LOCATION, CONDITION, BEDROOM COUNT, GLA, ETC, DUE TO SUBJECT BEING OLDER THAN COMPARABLES IN ACTUAL AGE, COMPS CONSIDERED TO BE IN A SUPERIOR LOCATION, SUBJECT BEING CONSIDERED INFERIOR IN CONDITION DUE TO NOT BEING CONSIDERED IN LIVABLE CONDITION, AND BEDROOM COUNT DUE TO SUBJECT HAVE HIGHER BEDROOM COUNT THAN COMPS, AND IS NOT CONSIDERED A NEGATIVE FACTOR DUE TO ADJUSTMENTS MADE, HIGHER BEDROOM COUNT NOT CONSIDERED A NEGATIVE FACTOR. GROSS, NET, AND LINE ADJUSTMENTS WERE HIGHER THAN NORMAL DUE TO CONDITION OF SUBJECT. THIS REPORT IS INTENDED FOR USE BY CLIENT FOR VALUE PURPOSES, AND IS NOT INTENDED FOR ANY OTHER USE OR PARTY. METHODS USED FOR THIS REPORT AND CONCLUSIONS SHOULD BE CONSIDERED IN WHOLE. USE OF ANY PARTIAL ENTITY WITHIN REPORT IS NOT VALID. ALL COMPS USED IN FINAL VALUE. SUBJECT APPRAISAL IS NOT INTENDED TO BE USED IN A FEDERALLY RELATED AND/OR BACKED MORTGAGE TRANSACTION.
I HAVE NOT APPRAISED THE SUBJECT PROPERTY IN THE PAST 3 YEARS, TO THE BEST OF MY RECOLLECTION.

LONGER MARKETING TIMES SHOULD BE EXPECTED DUE TO PRICES IN THE AREA AND THE SMALL POOL OF QUALIFIED BUYERS WHO CAN QUALIFY FOR THAT SIZE MORTGAGE. THERE IS AN EFFECTIVE NUMBER OF COMPETING PROPERTIES ON THE MARKET IN THIS AREA. THIS INDICATES THAT SUPPLY AND DEMAND ARE IN BALANCE. REASONABLE EXPOSURE PERIOD IS ESTIMATED TO BE UNDER 15 MONTHS. TYPICAL HOLDING PERIOD IS 3-7 YEARS. APPRAISER DOES NOT AGREE TO APPEAR IN COURT IN ANY REFERENCE TO SUBJECT APPRAISAL. IF APPRAISERS AGREES TO APPEAR IN COURT THE MINIMUM FEE RETAINER IS $5000.00, AND $175 PER HOUR THEREAFTER FOR COURT TIME, RESEARCH, ETC.

SUPPLEMENTAL ADDENDUM: IN FORMING AN OPINION OF MARKET VALUE THE APPRAISER RESEARCHED COUNTY PUBLIC RECORDS, COURTHOUSE RETRIEVAL SYSTEM, PAR MLS PUBLIC RECORDS, AS PART OF THE SCOPE OF WORK, ZONING, SALES HISTORY WERE ALSO PART OF THE SCOPE OF WORK REQUIRED BY USPAP. DIFFERENCES IN INFORMATION SYSTEMS REQUIRED THE APPRAISER TO FURTHER INVESTIGATE AND RELY ON THE SOURCE THAT WAS IN THE OPINION OF THE APPRAISER MOST ACCURATE. ANY SUBSEQUENT REVIEW ON THIS APPRAISAL MUST UTILIZE THE SOURCES NOTED OTHERWISE THEY COULD BE RELYING ON DATA THAT HAS ALREADY BEEN DETERMINED BY THIS APPRAISER NOT TO BE RELIABLE OR IN CONFORMANCE WITH THE VALUE OPINION REQUIRED OF THIS ASSIGNMENT. CONSULT THE LIMITING CONDITIONS FOR THE DEFINITION OF VALUE AND WHAT WAS REQUIRED OF THE COMPARABLES FOR FORMING AN OPINION OF VALUE.
ALL COMPS INSPECTED FROM STREET. PHOTOS MAY BE FROM APPRAISERS FILES OR MLS, AND ACCURATELY REFLECT THE COMPARABLES AT TIME OF SALE.

Conditions of Appraisal
THIS REPORT IS SUBJECT TO THE ATTACHED ASSUMPTIONS AND LIMITING CONDITIONS. APPRAISAL SUBJECT TO FINDINGS FROM AN INTERIOR INSPECTION AND/OR INSPECTION/FINDINGS FROM LICENSED CONTRACTOR AND COST ESTIMATES TO CURE SUBJECT DEFERRED MAINTENANCE AND WITH THE EXTRAORDINARY ASSUMPTION THAT THE INTERIOR OF THE SUBJECT PROPERTY IS NOT SO SEVERE AND/OR CONSIDERED A TOTAL LOSS WITH NO SALVAGEABLE ASPECTS, RESULTING IN THE NEED TO DEMOLISH ENTIRE STRUCTURE. IF A HYPOTHETICAL CONDITION AND/OR AN EXTRAORDINARY ASSUMPTION WAS USED IN THIS REPORT, ITS USE MIGHT HAVE EFFECTED THE ASSIGNMENT RESULTS.

Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as " the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.

3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.

4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.

5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.

6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.

7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.

8. The appraiser specializes in the valuation of real property and is not a home inspector, building contractor, structural engineer, or similar expert, unless otherwise noted. The appraiser did not conduct the intensive type of field observations of the kind intended to seek and discover property defects. The viewing of the property and any improvements is for purposes of developing an opinion of the defined value of the property, given the intended use of this assignment. Statements regarding condition are based on surface observations only. The appraiser claims no special expertise regarding issues including, but not limited to: foundation settlement, basement moisture problems, wood destroying (or other) insects, pest infestation, radon gas, lead based paint, mold or environmental issues. Unless otherwise indicated, mechanical systems were not activated or tested.

This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.

Unless otherwise noted, the appraiser assumes the components that constitute the subject property improvement(s) are fundamentally sound and in working order.

Any viewing of the property by the appraiser was limited to readily observable areas. Unless otherwise noted, attics and crawl space areas were not accessed. The appraiser did not move furniture, floor coverings or other items that may restrict the viewing of the property.

9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.

10. Unless the intended use of this appraisal specifically includes issues of property insurance coverage, this appraisal should not be used for such purposes. Reproduction or Replacement cost figures used in the cost approach are for valuation purposes only, given the intended use of the assignment. The Definition of Value used in this assignment is unlikely to be consistent with the definition of Insurable Value for property insurance coverage/use.

11. The ACI General Purpose Appraisal Report (GPAR™) is not intended for use in transactions that require a Fannie Mae 1004/Freddie Mac 70 form, also known as the Uniform Residential Appraisal Report (URAR).

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

12. This appraisal is not for the purpose of, or to be used in a federally related transaction.

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Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Definition of Value: ☐ Market Value ☐ Other Value: _____

Source of Definition: _____

See Attached Addendum.

ADDRESS OF THE PROPERTY APPRAISED:
123 DIEGO CIRCLE
PENSACOLA, FL 32505

EFFECTIVE DATE OF THE APPRAISAL: January 30, 2019

APPRAISED VALUE OF THE SUBJECT PROPERTY $ 8,000

APPRAISER

Signature: Victor Harrison

Name: VICTOR HARRISON/CERT RES RD7470
Company Name: GULF COAST APPRAISALS
Company Address: 1301 WILSON AVENUE
PENSACOLA, FL. 32507
Telephone Number: (850) 457-3552
Email Address: GULFCAPPRAISALS@AOL.COM
State Certification # CERT RES RD7470
or License # _____
or Other (describe): RD7470 State #: FL
State: _____
Expiration Date of Certification or License: 11/30/2020
Date of Signature and Report: 02/18/2018
Date of Property Viewing: JANUARY 30, 2019
Degree of property viewing:
☐ Interior and Exterior ☒ Exterior Only ☐ Did not personally view

SUPERVISORY APPRAISER

Signature: _____
Name: _____
Company Name: _____
Company Address: _____
Telephone Number: _____
Email Address: _____
State Certification # _____
or License # _____
State: _____
Expiration Date of Certification or License: _____
Date of Signature: _____
Date of Property Viewing: _____
Degree of property viewing:
☐ Interior and Exterior ☐ Exterior Only ☐ Did not personally view

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ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT	File No.: V190011	
Property Address: 123 DIEGO CIRCLE	Case No.:	
City: PENSACOLA	State: FL	Zip: 32505

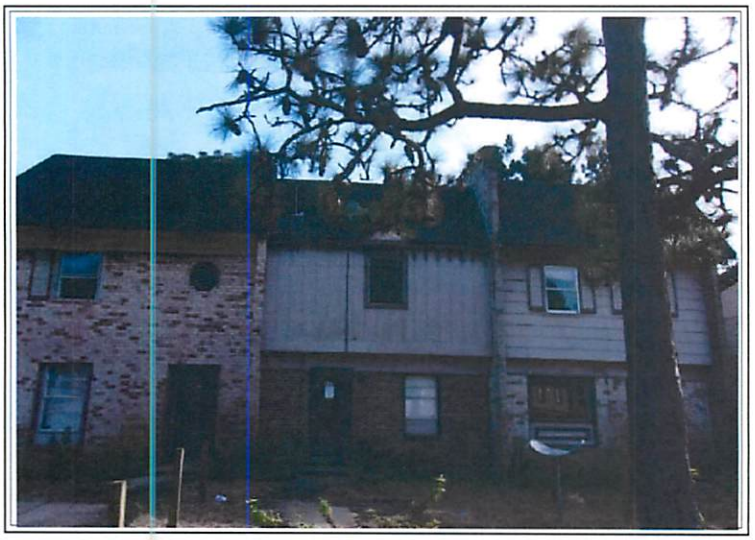
Definition of Value
Clarification of Intended Use and Intended User:

The Intended User of this appraisal report is the Client. The Intended Use is to evaluate the property that is the subject of this appraisal but not for a federally related mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

SCOPE OF WORK: THE APPRAISAL ASSIGNMENT HAS BEEN IDENTIFIED BY THE CLIENT AS THE APPRAISERS OPINION OF CURRENT MARKET VALUE OF THE ADDRESS IDENTIFIED HEREIN, AND THE REQUIREMENTS OF THIS APPRAISAL REPORT FORM, INCLUDING THE DEFINITION OF MARKET VALUE AS STATED IN THE LIMITED CONDITIONS, THE STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS, AND CERTIFICATIONS. FOR PURPOSES OF THIS APPRAISAL REPORT, THE STATEMENT THAT "THE APPRAISER MUST, AT A MINIMUM: (1) PERFORM A COMPLETE VISUAL INSPECTION OF THE INTERIOR AND EXTERIOR AREAS OF THE SUBJECT PROPERTY," IT SHALL BE NOTED THAT THIS INSPECTION CONSISTED OF VISUALLY OBSERVING THOSE AREAS THAT WERE READILY AND EASILY ACCESSIBLE TO THE LAYMANS EYE. ATTIC'S AND CRAWL SPACES WERE NOT OBSERVED, ROOFS WERE NOT CLIMBED, BUT WERE VISUALLY OBSERVED FROM THE GROUND. INTERIOR WALLS WERE NOT ACCESSED, AND STRUCTURAL ASSESSMENTS WERE NOT MADE UNLESS SO STATED. THE APPRAISER IS NOT A QUALIFIED HOME INSPECTOR AND ONLY THOSE ADVERSE CONDITIONS THAT WERE READILY AND VISUALLY OBSERVABLE WERE REPORTED, IF ANY. "(2) INSPECT THE NEIGHBORHOOD" SUGGESTS AND INDICATES THAT THE APPRAISER DROVE THE NEIGHBORHOOD, VISUALLY OBSERVING FROM THE STREET, THE CONDITION AND APPEAL OF EXISTING DWELLINGS AND VACANT LOTS. "(3) INSPECT EACH OF THE COMPARABLE SALES FROM AT LEAST THE STREET," SUGGESTS AND INDICATES A VISUAL OBSERVATION FROM AN AUTOMOBILE STOPPED IN FRONT OF THE COMPARABLE PROPERTY, AND WHAT CAN BE DETERMINED BY SUCH AN INSPECTION. "(4) RESEARCH, VERIFY AND ANALYZE DATA FROM RELIABLE PUBLIC AND/OR PRIVATE SOURCES." THIS STATEMENT SHALL MEAN THAT THE APPRAISER GATHERED INFORMATION FROM THE PROPERTY APPRAISERS OFFICE VIA THEIR WEB SITE, AND/OR TELEPHONE, AND/OR PERSONAL OFFICE VISIT, (OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED), AND/OR THE PENSACOLA ASSOCIATION OF REALTORS MULTIPLE LISTING SERVICE, VIA THEIR WEB SITE, AND/OR TELEPHONE, AND/OR PERSONAL OFFICE VISIT, OR OTHER SOURCES SUCH AS METRO MARKET TRENDS, ETC, AT AN ABSOLUTE MINIMUM. OTHER SOURCES ARE IDENTIFIED AS USED. THESE FINDINGS, ANALYSIS, OPINIONS AND CONCLUSIONS ARE THEN REPORTED IN AN APPRAISAL FORMAT ON THE APPROPRIATE FORM.

SUBJECT PROPERTY PHOTO ADDENDUM

Client: NEIGHBORHOOD & HUMAN SERVICES DEPARTMENT		File No.: V190011
Property Address: 123 DIEGO CIRCLE		Case No.:
City: PENSACOLA	State: FL	Zip: 32505

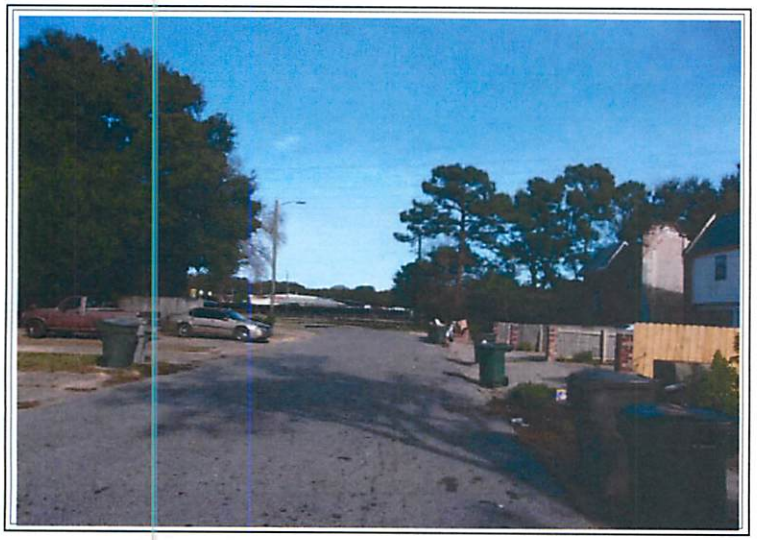


FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: January 30, 2019
Appraised Value: $ 8,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Navigate Mode ◉Account ○Reference

Printer Friendly Version

General Information

Reference:	092S300550000049
Account:	052200198
Owners:	5T WEALTH PARTNERS LP
Mail:	DEPARTMENT 6200 PO BOX 830539 BIRMINGHAM, AL 35283
Situs:	123 DIEGO CIR 32505
Use Code:	SINGLE FAMILY - TOWNHOME
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$2,000	$8,240	$10,240	$10,240
2017	$2,000	$8,000	$10,000	$10,000
2016	$2,000	$7,386	$9,386	$9,386

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/11/2017	7659	828	$2,700	TD	View Instr
06/1997	4141	1137	$75,000	WD	View Instr
05/1994	3589	413	$12,000	WD	View Instr
02/1994	3515	775	$14,600	WD	View Instr
06/1988	2577	566	$1,200	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions
None

Legal Description
LT 49 VALENCIA ARMS PB 7 P 99 OR 7659 P 828

Extra Features
None

Parcel Information

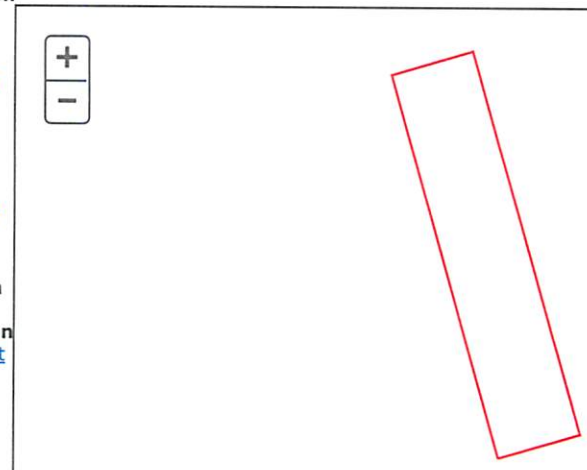
Launch Interactive Map

Section Map Id:
09-2S-30-2

Approx. Acreage:
0.0384

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

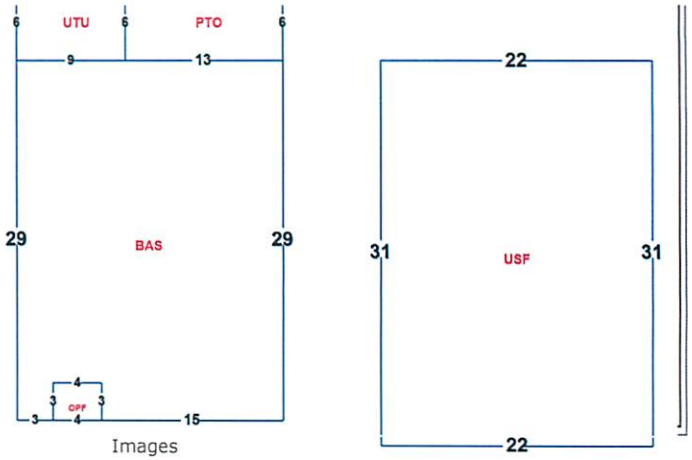
Address:123 DIEGO CIR, Year Built: 1972, Effective Year: 1972

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
EXTERIOR WALL-*SIDING-SHT.AVG.*

FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*5*
NO. STORIES-*2*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*IRR. ROOF DESGN*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1452 Total SF
BASE AREA - *626*
OPEN PORCH FIN - *12*
PATIO - *78*
UPPER STORY FIN - *682*
UTILITY UNF - *54*



Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:02/07/2019 (tc.3389)

BOUNDARY SURVEY

EXHIBIT "A"

Legal Description (Per Official Record Book 4141, Page 1137).
Prepared at the request of the Community Redevelopment Agency
June 29, 2018

Lots 28, 29, 41, 48, 49, and 50, Valencia Arms, a subdivision of a portion of Section 9, Township 2 South, Range 30 West, in Escambia County, Florida, according to the plat of said subdivision recorded in Plat Book 7 at Page 99 of the public records of said County.

SURVEYOR'S NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: Grid North and the grid bearings shown hereon are based on the following:
   a. Projection Zone: Florida North (State Plane)
   b. Projection Type: Lambert Conformal Conic
   c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 (2011))
   d. North as shown hereon is referenced to Florida Department of Transportation (FDOT) Horizontal Control Network.
3) Joseph Barrett, Florida Professional Surveyor and Mapper did not perform a title search, nor however a title search been provided. Therefore, the survey shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
4) Lands shown hereon were not abstracted by Joseph Barrett, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
5) This survey does not reflect, determine, or guarantee ownership.
6) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
7) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
8) The horizontal positions shown hereon were derived from the utilization of a Leica 1200 Real Time Kinematic (RTK) Global Positioning System (GPS) dual frequency receiver in RTK Mode utilizing the Florida Department of Transportation (FDOT) Florida Permanent Reference Network (FPRN).
9) The field survey was performed between April 11, 2018 through April 16, 2018 and recorded in Field Book 538, Pages 11-17.
10) Right of way and parcel lines are based on the Escambia County Property Appraiser's maps. They are "For Illustrative Purposes Only".
11) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
12) Documents used in the preparation of this Boundary survey: Escambia County Property Appraiser's Maps; existing field monumentation, and the Following Legal Description recorded in the Public Records of Escambia County, Florida: O.R. Book 4141, Page 1137; Plat Book 7, Page 99 of the public records of Escambia County, Florida.
13) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
14) The description and boundary survey are not full and complete without the other.
15) Boundary lines as shown were determined by a boundary survey performed by Escambia County.
16) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

Drawn By: MK	Project No.: 20180062-63	
Survey Date: 04/16/2018	Drawing No. L-6030	
Drawing Date: 06/29/2018	Field Book: 538 Page:11-17	
Section, Township, Range:	09, T-2-S, R-30-W	
Type of Survey: BOUNDARY	Sheet No. 1 of 2	
Revisions:	Date:	

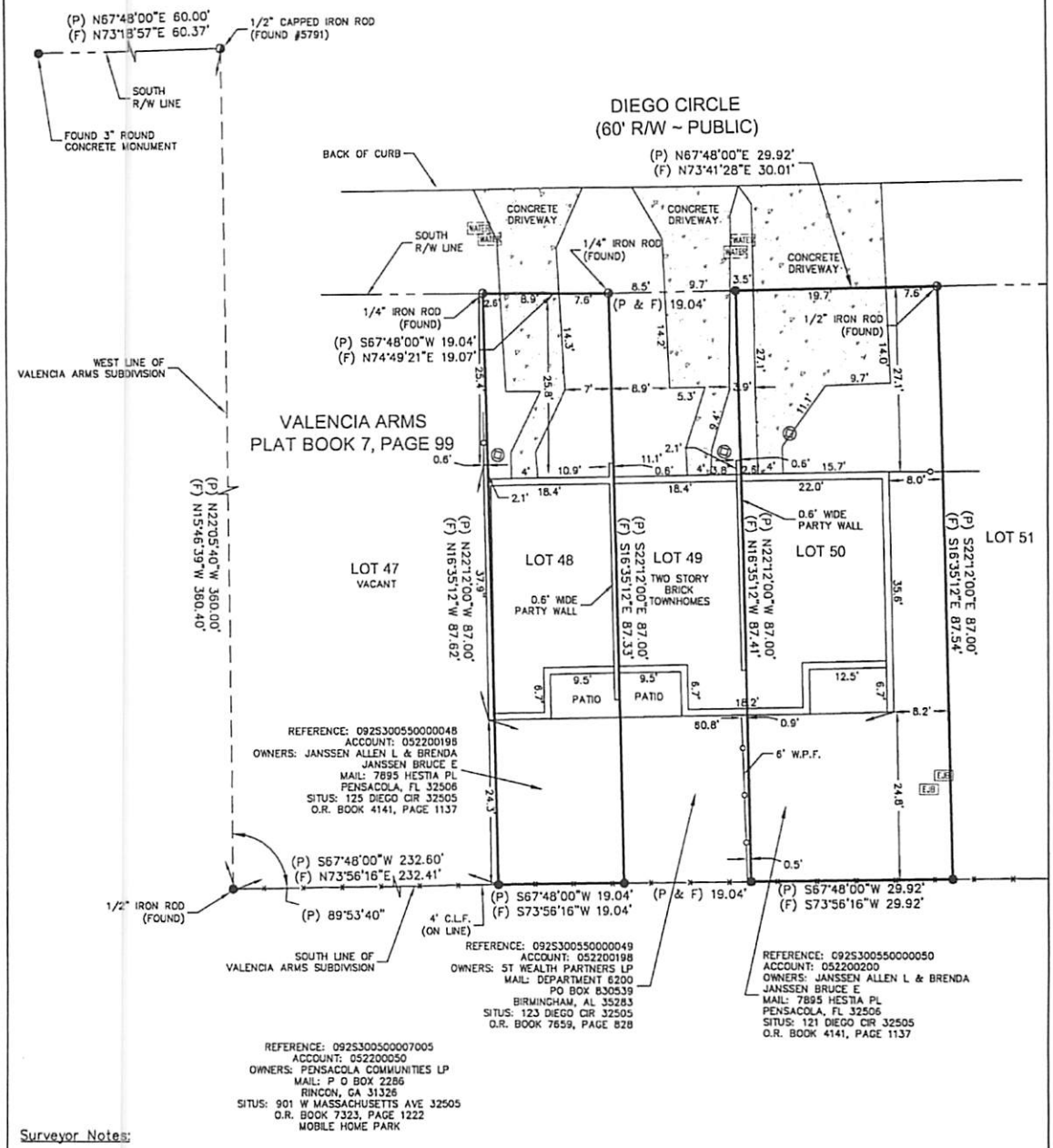
ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Joseph Barrett, Professional Surveyor and Mapper No. 6260 State of Florida — Date: July 3, 2018

I hereby certify that the Boundary Survey shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

BOUNDARY SURVEY

EXHIBIT "A"



Surveyor Notes:

1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
2) The boundary survey and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
3) The description and sketch are not full and complete without the other.
4) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
5) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

LEGEND:

(F) – FIELD
(P) – PLAT
O.R. BOOK – OFFICIAL RECORD BOOK
R/W – RIGHT-OF-WAY
N.R. – NON-RADIAL
C.L.F. – CHAIN LINK FENCE
W.P.F. – WOOD PRIVACY FENCE
– TELEPHONE PEDESTAL
– WATER METER
– WATER VALVE
– FIRE HYDRANT
– CABLE PEDESTAL
– TELEPHONE JUNCTION BOX
– LIGHT POLE
– ELECTRIC JUNCTION BOX
– R/W LINE
– PROPERTY LINE
– BOUNDARY LINE
– NOT TO SCALE
– 1/2" CAPPED IRON ROD (SET – ESCAMBIA COUNTY)
– CONCRETE

0' 20' 40' 60'

GRAPHIC SCALE: 1" = 20

N W E S

Drawn By: MK	Project No.: 20180062-63	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date: 04/16/2018	Drawing No. L-6030	
Drawing Date: 06/29/2018	Field Book: 538 Page: 11-17	
Section, Township, Range: 09, T-2-S, R-30-W		
Type of Survey: BOUNDARY	Sheet No. 2 of 2	
Revisions:	Date:	

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.

Transaction Identification Data for reference only:

Issuing Agent: First International Title, Inc.
Downtown
Loan ID Number:
Commitment Number: 117683-59
Property Address: 123 Diego Circle, Pensacola, FL 32505
Revision Number:
Date Issued: **October 26, 2018**

Issuing Office: First International Title - Pensacola Branch

ALTA Universal ID: 1139024
Issuing Office File Number: 117683-59

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
Westcor Land Title Insurance Company
Schedule A

1. Effective Date: **October 19, 2018, 8:00 am**

2. The policy or policies to be issued are — POLICY AMOUNT

   (a) ALTA Owner's Policy - (Amended 6-17-2006)(with Florida modifications) — **$1.00**

   Proposed Insured: **Escambia County, Florida**

   (b) ALTA Loan Policy - (Amended 6-17-2006)(with Florida modifications)

   Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

   Fee Simple

4. Title to the **Fee Simple** estate or interest in said land is at the effective date hereof vested in:
   5T Wealth Partners LP

5. Legal description of the land:

   Lot 49, Valencia Arms, a subdivision of a portion of Section 9, Township 2 South, Range 30 West, Escambia County, Florida, according to the Plat of said subdivision recorded in Plat Book 7, at Page 99, of the Public Records of said County.

Countersigned
First International Title, Inc.

By:_
Jim.Leffler

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B - SECTION I

Commitment No.: **117683-59**

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.

4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:

   a. **Title to captioned property was conveyed by Tax Deed filed in Official Records Book 7659, Page 828. The Company hereby requires the following:**

   A) A Quiet Title Action pursuant to FS 65.081, joining the taxpayer that lost title, all lienholders and any other parties having an interest in the property, which results in a non-appealable Final Order Quieting Title to the property and vesting the title to the property in 5T Wealth Partners LP. OR

   B) Obtain and record a Deed from Allen L. Janssen and Brenda Janssen, husband and wife, and Bruce E. Janssen to 5T Wealth Partners LP conveying the land. (Note: All other adversarial matters must also be released of record including but not limited to any open mortgages, judgments, liens, etc. which occurred prior to the issuance of the Tax Deed whether they were included or not included in Tax Deed proceedings). OR

   C) If the tax deed is at least four(4) years old and a thorough examination of the tax deed proceedings reveal all statutory and procedural requirements have been met, the following Affidavits must be obtained and filed prior to the filing of the proposed insured documents:

   Affidavit stating that the parties that lost the property, or anyone claiming by, through or under them, has not been in actual possession of said property within one year, or more, following the issuance of the tax deed.

   Affidavit stating that the grantee on the Tax Deed, and/or anyone claiming by, through or under them, has been in continuous adverse possession of the property for a minimum of four consecutive years, following the issuance of the Tax Deed

   b. **Warranty Deed from 5T Wealth Partners LP to Escambia County conveying the land, together with the following: (1) Proof of registration of the limited partnership. (2) Affidavit is required to establish the authority and identity of the partners executing the documents to be insured. (3) Satisfactory evidence that any corporate or limited partnership acting as general partner(s) is in good standing.**

5. **Release of Claim of Lien in favor of Fire Protection Municipal Service Benefit Unit (MSBU), and against Allen L. Janssen and Brenda Janssen, recorded in Book 4315, Page 452.**

6. **Release of Claim of Lien in favor of Fire Protection Municipal Service Benefit Unit (MSBU), and against Allen L. Janssen and Brenda Janssen, recorded in Book 4445, Page 1069.**

7. **Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen Janssen, recorded in Book 6168, Page 216, and Certified in Book 6168, Page 360.**

8. **Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7702, Page 1874, and Certified in Book 7703, Page 142 (Cross-Attaching).**

9. **Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7702, Page 1879, and Certified in Book 7703, Page 147 (Cross-Attaching).**

10. **Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7702, Page 1899, and Certified in Book 7703, Page 167 (Cross-Attaching).**

11. **Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7707, Page 1 (Cross-Attaching).**

12. **Release and proof of Compliance of Code Enforcement Lien in favor of the Office of Environmental Enforcement Special Magistrate in and for the County of Escambia, State of Florida against Allen L. Janssen, Brenda Janssen and Bruce E. Janssen, recorded in Book 7706, Page 1990 (Cross-Attaching).**

13. **Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.**

14. **Perform an Office of Foreign Asset Control (OFAC) search (formerly known as a Patriot Act search) on all seller(s) and/or buyer(s), and follow proper procedures if any party's name appears on OFAC's Specially Designated Nationals (SDN) list.**

15. **Note: 2017 taxes show UNPAID in the gross amount of $268.60 for Tax Identification No. 092S30-0550-000-049. Note: Any tax amount(s) shown herein are for informational purposes only, and should be verified with the appropriate taxing authority(s)**

16. **Note: 2018 taxes show UNPAID in the gross amount of $268.89 for Tax ID No. 092S30-0550-000-049.**

17. **Redemption of Tax Certificate No. 2255 for unpaid taxes for the year 2017.**

18. **Proof of payment of taxes and assessments for the years 2017 and 2018.**

19. **NOTE: FOR INFORMATIONAL PURPOSES ONLY: The following constitutes a 24 month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: 1. Warranty Deed recorded June 18, 1997 in Book 4141, Page 1137. 2. Tax Deed recorded January 30, 2017 in Book 7659, Page 828.**

Item A of Schedule B - Section II is hereby deleted. However, immediately prior to the disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B - SECTION II

Commitment No.: **117683-59**

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year 2018 and subsequent years, which are not yet due and payable.
8. **Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of VALENCIA ARMS, a subdivision of a portion of Section 9, Township 2 South, Range 30 West as recorded in Plat Book 7, Page(s) 99, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).**
9. **Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Book 517, Page 431 and amended in Book 554, Page 783, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).**
10. **Gulf Power Company Easement as recorded in Book 591, Page 306.**
11. **Gulf Power Company Easement as recorded in Deed Book 277, Page 355.**
12. **Gulf Power Company Easement as recorded in Book 411, Page 983.**
13. **Rights of adjoining owners in Party Wall(s) located partly on the land and partly on abutting property and rights of such adjoining owners in common, with the owner of the land in the roof of such building and in any appurtenances which are susceptible to common use; together with all liability for maintenance, repair and damage which common use entails.**

14. **Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein.**

Note: All the recording information contained herein refers to the Public Records of Escambia County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Records Books of said county, unless indicated to the contrary.

Recorded in Public Records 8/21/2018 10:08 AM OR Book 7953 Page 145,
Instrument #2018066148, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording $10.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No: CE# 16-12-03396
Location: 123 Diego Cir
PR# 092S300550000049

Janssen Allen L & Brenda, Janssen Bruce E
7895 Hestia Pl
Pensacola, FL 32506

ORDER OF DISMISSAL

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, has been requested to dismiss this matter because the Special Magistrate order was filed in error.

THEREFORE, the Special Magistrate being otherwise fully advised in the premises; it is hereby

ORDERED that the above styled case is dismissed.

DONE AND ORDERED at Escambia County, Florida on this the 17th day of August, 2018.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

Judgment Recorded in Book 7702 Page 1894
And Re Recorded in Book 7703 Page 162
has been Removed the title Commitment

Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2017 REAL ESTATE TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
05-2200-198	06		092S300550000049

PROPERTY ADDRESS: 123 DIEGO CIR

EXEMPTIONS:

5T WEALTH PARTNERS LP
DEPARTMENT 6200
PO BOX 830539
BIRMINGHAM, AL 35283

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	10,000	0	10,000	66.17
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2480	10,000	0	10,000	22.48
BY STATE LAW	4.3830	10,000	0	10,000	43.83
WATER MANAGEMENT	0.0353	10,000	0	10,000	0.35
SHERIFF	0.6850	10,000	0	10,000	6.85
M.S.T.U. LIBRARY	0.3590	10,000	0	10,000	3.59

TOTAL MILLAGE 14.3268

AD VALOREM TAXES $143.27

LEGAL DESCRIPTION

LT 49 VALENCIA ARMS PB 7 P 99 OR 7659 P 828

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION		125.33

NON-AD VALOREM ASSESSMENTS $125.33

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $268.60

Face: 324.72 Rate: 9.75%	Cert #2255 Bidder #12212753	If Received By Please Pay	Nov 30, 2018 $347.21	Dec 31, 2018 $349.44	Jan 31, 2019 $352.08

RETAIN FOR YOUR RECORDS

2017 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
05-2200-198
PROPERTY ADDRESS
123 DIEGO CIR

5T WEALTH PARTNERS LP
DEPARTMENT 6200
PO BOX 830539
BIRMINGHAM, AL 35283

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
AMOUNT IF PAID BY	Nov 30, 2018 347.21
AMOUNT IF PAID BY	Dec 31, 2018 349.44
AMOUNT IF PAID BY	Jan 31, 2019 352.08
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

Scott Lunsford, CFC · Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2018 REAL ESTATE TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
05-2200-198	06		0925300550000049

5T WEALTH PARTNERS LP
DEPARTMENT 6200
PO BOX 830539
BIRMINGHAM, AL 35283

PROPERTY ADDRESS:
123 DIEGO CIR

EXEMPTIONS:

PRIOR YEAR(S) TAXES OUTSTANDING

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	10,240	0	10,240	67.75
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1250	10,240	0	10,240	21.76
BY STATE LAW	4.2000	10,240	0	10,240	43.01
WATER MANAGEMENT	0.0338	10,240	0	10,240	0.35
SHERIFF	0.6850	10,240	0	10,240	7.01
M.S.T.U. LIBRARY	0.3590	10,240	0	10,240	3.68

TOTAL MILLAGE 14.0193

AD VALOREM TAXES $143.56

LEGAL DESCRIPTION

LT 49 VALENCIA ARMS PB 7 P 99 OR 7659 P 828

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION		125.33

NON-AD VALOREM ASSESSMENTS $125.33

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $268.89

If Paid By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	$258.13	$260.82	$263.51	$266.20	$268.89

RETAIN FOR YOUR RECORDS

2018 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
05-2200-198
PROPERTY ADDRESS
123 DIEGO CIR

5T WEALTH PARTNERS LP
DEPARTMENT 6200
PO BOX 830539
BIRMINGHAM, AL 35283

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

PRIOR YEAR(S) TAXES OUTSTANDING

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
AMOUNT IF PAID BY	Nov 30, 2018 258.13
AMOUNT IF PAID BY	Dec 31, 2018 260.82
AMOUNT IF PAID BY	Jan 31, 2019 263.51
AMOUNT IF PAID BY	Feb 28, 2019 266.20
AMOUNT IF PAID BY	Mar 31, 2019 268.89

DO NOT FOLD, STAPLE, OR MUTILATE

1 052200198 2018 0

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 123 Diego Circle

County Administrator (or designee) - Appraisals

Appraiser (1): G. Daniel Green and Associates Inc
Date of appraisal: 12/2/2018
Appraised value: $8,000
Received by: Clara Long
Comments:

Appraiser (2):
Date of appraisal:
Appraised value:
Received by:
Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: N/A
Received by:
Comments:

Date of Phase II:
Received by:
Comments:

Facilities Management Department - Property Inspection

Inspected by: Bob Dye
Date: 5/8/2019
Comments: No concerns

Risk Management Department - Property Inspection

Inspected by: Bob Dye
Date: 5/28/2019
Comments: No concerns

Engineering Department - Review of Survey or Boundary Map

Completed by:
Date: Joseph Barrett Digitally signed by Joseph Barrett DN: cn=Joseph Barrett, o=Escambia County, ou=Survey, email=jebarrett@myescambia.com, c=US Date: 2019.05.08 16:29:35 -05'00'
Comments:

Office of Management and Budget - Verification of Funding Source

Funding source: CDBG 2017 CC 370231
Verified by:
Date:
Comments:

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by:
Date:
Comments:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16226 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 06/06/2019
Issue: Bill Dispute with Frontier Communications
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Bill Dispute with Frontier Communications - John Dosh, Interim Public Safety Director

That the Board choose one of the following options concerning a bill dispute with Frontier Communications relating to charges associated with the Walnut Hill Fire Department, accruing from 3/20/15 to the present, in the total amount of $14,583.45, as of the 3/20/19 Statement:

A. Accept the offer of a 90-day credit at the current monthly invoice amount (approximately $645) and authorize payment of the remaining account balance; or

B. Authorize the County Attorney's Office to engage in settlement negotiations to resolve the dispute and, if necessary, pursue all available legal remedies.

[Funding: Fund 143, Fire Services, Cost Center 330302, Fire Department Paid, Object Code 54101, Communications]

BACKGROUND:

Fire Services was contacted in November 2018 for outstanding changes for Walnut Hill Fire Station for phone services that had not been paid in three years. Previously all statements were being mailed to the correct address prior to March 2015 when both the Bratt and Walnut Hill Fire Department statements were combined. However the Bratt Fire Department telephone lines were removed from the account by the District Chief and the address was then updated to the wrong address (Employee Clinic Address). Due to Escambia County being a governmental entity, Frontier Communications allowed the service to continue without payment from March 2015 to current.

Frontier Communications claims, on February 21, 2015, the Volunteer District Chief verbally instructed Frontier Communications to split the accounts and remit the bills for the Walnut Hill Fire Department to 2257 Baylen Street, Pensacola, FL 32501. Frontier Communications has nothing in writing or otherwise to verify the request. In October of 2016, Frontier Communications claims they made contact with Volunteer District Chief and advised the account was overdue, but the Volunteer District Chief was unable to secure the account (i.e. he could not verify the correct PIN#). We are not aware of any other attempts by Frontier Communications to contact the County about a past due account.

In an effort to help resolve the outstanding balance Frontier Communications has offered a 90-day credit.

BUDGETARY IMPACT:

Funding is available in Fund 143, Fire Services, Cost Center 330302, Fire Department Paid, Object Code 54101, Communications.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Monthly Statements
Additional Statements

TEXT CODE: ALBBA PAGE 1 OF 3 ____
PIN: 8263

Date of Bill 3/20/15

Current Amount Due By Date 4/13/15

Account Number 850/327-6173 Total Amount Due $299.25

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501

Amount Paid

325010000 0

3240058503276173031696000000000000299257

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 3/20/15

Amount of Last Bill	.00
Payments Received Thru 3/20/15	.00
Balance Before Current Charges	.00
New Charges	299.25
Total Amount Due	$299.25

Frontier Benefits

Simply Unlimited Term	79.17
Total Benefits And Savings	$79.17

CURRENT BILLING SUMMARY
Local Service from 03/20/15 to 04/19/15

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
2	911 Fee	.80
	Prorated Charges-Detailed Below	46.66
	Federal USF Recovery Charge	.92
	FCA Long Distance - Federal USF Surcharge	14.12
	FL Comm Serv Tax	11.25
	Gross Receipts Tax	4.01
	Escambia Cty Utility	4.65
	Total Basic Charges	232.39
	Optional Services	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
	Other Charges-Detailed Below	4.31
	Prorated Charges-Detailed Below	33.34
	FCA Long Distance - Federal USF Surcharge	.72
	FL Comm Serv Tax	.09CR
	Gross Receipts Tax	.03CR
	Escambia Cty Utility	.08
	Total Optional Services	164.82

850/327-6173

Date of Bill 3/20/15

Toll/Other	
Frontier Com of America -Detailed Below	.18
Other Charges-Detailed Below	2.99
Prorated Charges-Detailed Below	79.17CR
FCA Long Distance - Federal USF Surcharge	12.80CR
FL Comm Serv Tax	5.26CR
Gross Receipts Tax	1.81CR
Escambia Cty Utility	2.09CR
Total Toll/Other	97.96CR
TOTAL	299.25

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates		
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	3/19		4.31
	850/327-4431	Subtotal			4.31
	Multi-Line Federal Subscriber Line Charge-Bus	AUTOCH	3/20		9.20CR
	Multi-Line Federal Subscriber Line Charge-Bus	AUTOCH	3/20		2.64CR
1	Carrier Cost Recovery Surcharge	AUTOCH	3/20		2.99
	850/327-6173	Subtotal			8.85CR
Prorated Charges					
	Simply Unlimited Term	PROMOTION	3/02	4/19	40.00CR
1	Broadband Ultra	067301318	3/02	3/19	74.99
1	Frontier Simply Unlimited	067301318	3/02	3/19	44.99
1	Multi-Line Federal Subscriber Line Charge-Bus	067301318	3/02	3/19	1.58
	Multi-Line Federal Subscriber Line Charge-Bus	067301318	3/03	3/19	1.50CR
	Cntrx Fed Sub Ln Chrg	067301318	3/03	3/19	5.21CR
1	Multi-Line Federal Subscriber Line Charge-Bus	067301318	3/02	3/19	5.52
	Centrex Trunk	067301318	3/03	3/19	19.27CR
	Bus Class Hghspd 3yr	067301318	3/03	3/19	40.23CR
	Voice Mail	067301318	3/03	3/19	1.42CR
	850/327-4431	Subtotal			19.45
	Simply Unlimited Term	PROMOTION	3/03	4/19	39.17CR
	Multi-Line Federal Subscriber Line Charge-Bus	067296383	3/03	3/19	1.50CR
	Cntrx Fed Sub Ln Chrg	067296383	3/03	3/19	5.21CR
	Centrex Trunk	067296383	3/03	3/19	19.27CR
1	Frontier Simply Unlimited	067306673	3/03	3/19	43.44
	Frontier Simply Unlimited	067306673	3/02	3/03	3.09
	850/327-6173	Subtotal			18.62CR
		Subtotal			8.13

==========

Detail of Frontier Com of America Charges

Toll charged to 850/327-4431

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge
1	FEB 21	11:20A	1.9	DD	MOBILE AL (251)583-8544	.18 Z
	850/327-4431				Subtotal	.18

Subtotal Minutes: 1.9 ***REP LINE ONLY

Legend Call Types:
DD - Day

Caller Summary Report

	Calls	Minutes	Amount
850/327-4431	1	1.9	.18
***Customer Summary	1	1.9	.18

Caller Summary Report

	Calls	Minutes	Amount
Intra-Lata	1	1.9	.18
***Customer Summary	1	1.9	.18

850/327-6173

Date of Bill 3/20/15

Please immediately pay any Balance Before Current Charges to avoid collection activities. All other charges should be paid when due to keep your account current. To avoid disconnection of local service, you must pay $138.00.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA850850327325O1FLLF-SFLBUSCX 0TOLNY 00000000450000299.25
N Y N N N N 1-800-921-8102

Date of Bill 4/20/15

Current Amount Due By Date 5/14/15

Account Number 850/327-6173 Total Amount Due $544.72

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

8240568503276173031696000002992500005447 27

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 4/20/15

Amount of Last Bill	299.25
Payments Received Thru 4/20/15	.00
Balance Before Current Charges	299.25
New Charges	245.47
Total Amount Due	$544.72

Frontier Benefits

Simply Unlimited Term	50.00
Total Benefits And Savings	$50.00

CURRENT BILLING SUMMARY

Local Service from 04/20/15 to 05/19/15

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD	74.99
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD	74.99
2	911 Fee	.80
	Federal USF Recovery Charge	2.06
	FCA Long Distance - Federal USF Surcharge	9.04
	FL Comm Serv Tax	7.26
	Gross Receipts Tax	2.60
	Escambia Cty Utility	2.98
	Total Basic Charges	174.72
	Optional Services	
	Broadband Ultra Bus Broadband Ultra Port Bus Broadband Ultra Loop	124.99
	HSI Surcharge	1.50
	Other Charges-Detailed Below	4.31
	FCA Long Distance - Federal USF Surcharge	.75
	Escambia Cty Utility	.12
	Total Optional Services	131.67

850/327-6173

Date of Bill 4/20/15

Toll/Other	
Other Charges-Detailed Below	2.99
Prorated Charges-Detailed Below	50.00CR
FCA Long Distance - Federal USF Surcharge	8.18CR
FL Comm Serv Tax	3.32CR
Gross Receipts Tax	1.11CR
Escambia Cty Utility	1.30CR
Total Toll/Other	60.92CR
TOTAL	245.47

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	4/20	4.31
	850/327-4431		Subtotal	4.31
	Multi-Line Federal Subscriber Line Charge-Bus	AUTOCH	4/20	9.20CR
	Multi-Line Federal Subscriber Line Charge-Bus	AUTOCH	4/20	2.64CR
1	Carrier Cost Recovery Surcharge	AUTOCH	4/20	2.99
	850/327-6173		Subtotal	8.85CR
Prorated Charges				
	Simply Unlimited Term	PROMOTION	4/20 5/19	25.00CR
	850/327-4431		Subtotal	25.00CR
	Simply Unlimited Term	PROMOTION	4/20 5/19	25.00CR
	850/327-6173		Subtotal	25.00CR
			Subtotal	42.70CR

==========

Detail of Frontier Com of America Charges

Toll charged to 850/327-4431
*****Start suppression of detail

	Ref #	Date	Time	Min	*Type	Place and Number Called			Charge	
E	1	APR 01	9:38A	.3	DD	JACKSONVL	NC	(910)787-0231	.00	U
E	2	APR 01	9:39A	.3	DD	JACKSONVL	NC	(910)787-0231	.00	U
E	3	APR 01	9:46A	.3	DD	JACKSONVL	NC	(910)787-0231	.00	U
			850/327-4431					Subtotal	.00	

Subtotal Minutes: .9 ***REP LINE ONLY
*****Resume printing of detail

Detail of Frontier Com of America Charges

Toll charged to 850/327-6173
*****Start suppression of detail

	Ref #	Date	Time	Min	*Type	Place and Number Called			Charge	
E	4	APR 19	10:30A	10.0	DD	MURRAY	UT	(801)293-3936	.00	U
			850/327-6173					Subtotal	.00	

Subtotal Minutes: 10.0 ***REP LINE ONLY
*****Resume printing of detail
Legend Call Types:
DD - Day

Caller Summary Report

	Calls	Minutes	Amount
850/327-4431	3	.9	.00
Main Number	1	10.0	.00
***Customer Summary	4	10.9	.00

Caller Summary Report

	Calls	Minutes	Amount
Interstate	4	10.9	.00
***Customer Summary	4	10.9	.00

850/327-6173

Date of Bill 4/20/15

Please immediately pay any Balance Before Current Charges to avoid collection activities. All other charges should be paid when due to keep your account current. To avoid disconnection of local service, you must pay $256.98.

Effective April 1, 2015, the Federal Universal Service Fund (USF) surcharge applied to certain services is increasing to 17.4%. USF funds allow Frontier to continue to invest in high-cost areas bringing advanced services to our customers.

If you have Frontier as your long distance carrier, the Long Distance Federal USF surcharge is also increasing to 17.4%.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA8508503273250 1FLLF-SFLBUSCX 0694NY 00000000450000245.47
N Y N N N N 1-800-921-8102

Date of Bill 5/20/15

Current Amount Due By Date 6/15/15

Account Number 850/327-6173 Total Amount Due $790.19

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

2240668503276173031696000005447200007901 97

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 5/20/15

Amount of Last Bill	544.72
Payments Received Thru 5/20/15	.00
Balance Before Current Charges	544.72
New Charges	245.47
Total Amount Due	$790.19

Frontier Benefits	
Simply Unlimited Term	50.00
Total Benefits And Savings	$50.00

CURRENT BILLING SUMMARY
Local Service from 05/20/15 to 06/19/15

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
2	911 Fee		.80
	Federal USF Recovery Charge		2.06
	FCA Long Distance - Federal USF Surcharge		9.04
	FL Comm Serv Tax		7.26
	Gross Receipts Tax		2.60
	Escambia Cty Utility		2.98
	Total Basic Charges		174.72
	Optional Services		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
	HSI Surcharge		1.50
	Other Charges-Detailed Below		4.31
	FCA Long Distance - Federal USF Surcharge		.75
	Escambia Cty Utility		.12
	Total Optional Services		131.67

850/327-6173

Date of Bill 5/20/15

Toll/Other				
Other Charges-Detailed Below				2.99
Prorated Charges-Detailed Below				50.00CR
FCA Long Distance - Federal USF Surcharge				8.18CR
FL Comm Serv Tax				3.32CR
Gross Receipts Tax				1.11CR
Escambia Cty Utility				1.30CR
Total Toll/Other				60.92CR
		TOTAL		245.47

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	5/19	4.31
	850/327-4431		Subtotal	4.31
	Multi-Line Federal Subscriber Line Charge-Bus	AUTOCH	5/20	9.20CR
	Multi-Line Federal Subscriber Line Charge-Bus	AUTOCH	5/20	2.64CR
1	Carrier Cost Recovery Surcharge	AUTOCH	5/20	2.99
	850/327-6173		Subtotal	8.85CR
Prorated Charges				
	Simply Unlimited Term	PROMOTION	5/20 6/19	25.00CR
	850/327-4431		Subtotal	25.00CR
	Simply Unlimited Term	PROMOTION	5/20 6/19	25.00CR
	850/327-6173		Subtotal	25.00CR
			Subtotal	42.70CR

850/327-6173

Date of Bill 5/20/15

Please immediately pay any Balance Before Current Charges to avoid collection activities. All other charges should be paid when due to keep your account current. To avoid disconnection of local service, you must pay $375.96.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000245.47
N Y Y N N N 1-800-921-8102

Date of Bill 6/20/15

Current Amount Due By Date 7/14/15

Account Number 850/327-6173 Total Amount Due $1,035.66

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

9240668503276173031696000007901900010356667

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 6/20/15

Amount of Last Bill	790.19
Payments Received Thru 6/20/15	.00
Balance Before Current Charges	790.19
New Charges	245.47
Total Amount Due	$1,035.66

Frontier Benefits	
Simply Unlimited Term	50.00
Total Benefits And Savings	$50.00

CURRENT BILLING SUMMARY

Local Service from 06/20/15 to 07/19/15

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
2	911 Fee	.80
	Federal USF Recovery Charge	2.06
	FCA Long Distance - Federal USF Surcharge	9.04
	FL Comm Serv Tax	7.26
	Gross Receipts Tax	2.60
	Escambia Cty Utility	2.98
	Total Basic Charges	174.72
	Optional Services	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
	Other Charges-Detailed Below	4.31
	FCA Long Distance - Federal USF Surcharge	.75
	Escambia Cty Utility	.12
	Total Optional Services	131.67

850/327-6173

Date of Bill 6/20/15

Toll/Other	
Other Charges-Detailed Below	2.99
Prorated Charges-Detailed Below	50.00CR
FCA Long Distance - Federal USF Surcharge	8.18CR
FL Comm Serv Tax	3.32CR
Gross Receipts Tax	1.11CR
Escambia Cty Utility	1.30CR
Total Toll/Other	60.92CR
TOTAL	245.47

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	6/20	4.31
	850/327-4431		Subtotal	4.31
	Multi-Line Federal Subscriber Line Charge-Bus			
		AUTOCH	6/20	9.20CR
	Multi-Line Federal Subscriber Line Charge-Bus			
		AUTOCH	6/20	2.64CR
1	Carrier Cost Recovery Surcharge	AUTOCH	6/20	2.99
	850/327-6173		Subtotal	8.85CR
Prorated Charges				
	Simply Unlimited Term	PROMOTION	6/20 7/19	25.00CR
	850/327-4431		Subtotal	25.00CR
	Simply Unlimited Term	PROMOTION	6/20 7/19	25.00CR
	850/327-6173		Subtotal	25.00CR
			Subtotal	42.70CR

850/327-6173

Date of Bill 6/20/15

If your bill reflects that you owe a Balance Before Current Charges, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $494.94 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

IMPORTANT INFORMATION FOR OUR MOLINO AND WALNUT HILL CUSTOMERS - August 21, 2015 is the last day to make changes, additions, or deletions in directory listings. Please review your current listing before the deadline. If you would like to make changes to your directory listing, please call customer service.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000245.47
N Y Y N N N 1-800-921-8102

TEXT CODE: ALBBA PAGE 1 OF 3
PIN: 8263

Date of Bill 7/20/15

Current Amount Due By Date 8/13/15

Account Number 850/327-6173 Total Amount Due $1,280.10

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

3240668503276173031696000010356600012801O7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 7/20/15

Amount of Last Bill	1,035.66
Payments Received Thru 7/20/15	.00
Balance Before Current Charges	1,035.66
New Charges	244.44
Total Amount Due	$1,280.10

Frontier Benefits	
Simply Unlimited Term	50.00
Total Benefits And Savings	$50.00

CURRENT BILLING SUMMARY
Local Service from 07/20/15 to 08/19/15

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
2	911 Fee		.80
	Federal USF Recovery Charge		2.07
	FCA Long Distance - Federal USF Surcharge		8.90
	FL Comm Serv Tax		5.38
	Gross Receipts Tax		2.60
	Escambia Cty Utility		2.98
	Total Basic Charges		172.71
	Optional Services		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
	HSI Surcharge		1.50
	Other Charges-Detailed Below		4.31
	FCA Long Distance - Federal USF Surcharge		.74
	Escambia Cty Utility		.12
	Total Optional Services		131.66

850/327-6173

Date of Bill 7/20/15

Toll/Other				
Other Charges-Detailed Below				2.99
Prorated Charges-Detailed Below				50.00CR
FCA Long Distance - Federal USF Surcharge				8.05CR
FL Comm Serv Tax				2.46CR
Gross Receipts Tax				1.11CR
Escambia Cty Utility				1.30CR
Total Toll/Other				59.93CR
		TOTAL		244.44

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	7/20	4.31
	850/327-4431		Subtotal	4.31
	Multi-Line Federal Subscriber Line Charge-Bus			
		AUTOCH	7/20	9.20CR
	ARC 2.92 Credit	AUTOCH	7/20	2.92CR
1	Carrier Cost Recovery Surcharge	AUTOCH	7/20	2.99
	850/327-6173		Subtotal	9.13CR
Prorated Charges				
	Simply Unlimited Term	PROMOTION	7/20 8/19	25.00CR
	850/327-4431		Subtotal	25.00CR
	Simply Unlimited Term	PROMOTION	7/20 8/19	25.00CR
	850/327-6173		Subtotal	25.00CR
			Subtotal	42.70CR

850/327-6173

Date of Bill 7/20/15

If your bill reflects that you owe a Balance Before Current Charges, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $612.89 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

IMPORTANT INFORMATION FOR OUR MOLINO AND WALNUT HILL CUSTOMERS - August 21, 2015 is the last day to make changes, additions, or deletions in directory listings. Please review your current listing before the deadline. If you would like to make changes to your directory listing, please call customer service.

The Federal Communications Commission (FCC), in conjunction with the Federal Trade Commission (FTC), has established a National Do Not Call Registry for consumers who wish to avoid receiving many kinds of telemarketing calls. Customers previously registered with State Do Not Call registries should be registered with the National Registry.

Telemarketers who continue to call consumers who have placed their telephone numbers on the registry or had previously registered for any State Do Not Call list are subject to substantial fines. In addition, the FCC amended its rules to require, among other things, that telemarketers transmit their Caller ID information and to unblock their numbers.

To sign up a residential number for the National Do-Not-Call Registry or to verify a number is included on the Registry, visit www.donotcall.gov or call the FTC's toll-free number at 1-888-382-1222, (TTY users, 1-866-290-4236), from the number to be registered.

Effective with this bill, the FCC-authorized Access Recovery Charge (ARC) increased $0.27 per line, $0.28 per Centrex and Multi-lines, and $1.40 per ISDN PRI line. The Federal Subscriber Line charges for ISDN BRI increased $0.40 per line. Presubscribed Interexchange Carrier Charges (PICC) increased for Multi-lines $0.41 per line, Centrex $0.04 per line, and $2.05 ISDN PRI per line.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000244.44
N Y Y N N N 1-800-921-8102

Date of Bill 8/20/15

Current Amount Due By Date 9/14/15

Account Number 850/327-6173 Total Amount Due $1,530.01

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

8240638503276173031696000012801000015300 17

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 8/20/15

Amount of Last Bill	1,280.10
Payments Received Thru 8/20/15	.00
Balance Before Current Charges	1,280.10
New Charges	249.91
Total Amount Due	$1,530.01

Frontier Benefits	
Simply Unlimited Term	50.00
Total Benefits And Savings	$50.00

CURRENT BILLING SUMMARY

Local Service from 08/20/15 to 09/19/15

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal USF Recovery Charge	2.07
	FCA Long Distance - Federal USF Surcharge	8.90
	FL State Communications Services Tax	7.93
	FL State Gross Receipts Tax	4.06
	County Communications Services Tax	4.40
2	FL Telecommuication Access System Fund	.24
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	178.38
	Optional Services	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
	Other Charges-Detailed Below	4.31
	Federal Excise Tax	.13
	FCA Long Distance - Federal USF Surcharge	.74
	FL State Communications Services Tax	.25
	FL State Gross Receipts Tax	.13
	County Communications Services Tax	.14
	Total Optional Services	132.19

850/327-6173

Date of Bill 8/20/15

Toll/Other				
Other Charges-Detailed Below				2.99
Prorated Charges-Detailed Below				50.00CR
FCA Long Distance - Federal USF Surcharge				8.05CR
FL State Communications Services Tax				2.71CR
FL State Gross Receipts Tax				1.39CR
County Communications Services Tax				1.50CR
Total Toll/Other				60.66CR
		TOTAL		249.91

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	8/19	4.31
	850/327-4431	Subtotal		4.31
	Multi-Line Federal Subscriber Line Charge-Bus	AUTOCH	8/20	9.20CR
	ARC 2.92 Credit	AUTOCH	8/20	2.92CR
1	Carrier Cost Recovery Surcharge	AUTOCH	8/20	2.99
	850/327-6173	Subtotal		9.13CR
Prorated Charges				
	Simply Unlimited Term	PROMOTION	8/20 9/19	25.00CR
	850/327-4431	Subtotal		25.00CR
	Simply Unlimited Term	PROMOTION	8/20 9/19	25.00CR
	850/327-6173	Subtotal		25.00CR
		Subtotal		42.70CR

850/327-6173

Date of Bill 8/20/15

If your bill reflects that you owe a Balance Before Current Charges, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $736.31 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

YOUR CUSTOMERS TEXT. YOUR COMPETITORS TEXT. Find out how you can send and receive texts using your existing landline phone number with Frontier Texting for Business. Reach your customers the way they want, before your competitors do. Call 1-844-815-7645.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000249.91
N Y Y N N N 1-800-921-8102

Date of Bill 9/20/15

Current Amount Due By Date 10/14/15

Account Number 850/327-6173 Total Amount Due $1,861.40

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

5240308503276173031696000015300100018614O7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 9/20/15

Amount of Last Bill	1,530.01
Payments Received Thru 9/20/15	.00
Balance Before Current Charges	1,530.01
New Charges	331.39
Total Amount Due	$1,861.40

Frontier Benefits	
Simply Unlimited Term	50.00
Total Benefits And Savings	$50.00

CURRENT BILLING SUMMARY

Local Service from 09/20/15 to 10/19/15

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal USF Recovery Charge	2.07
	FCA Long Distance - Federal USF Surcharge	8.90
	FL State Communications Services Tax	7.93
	FL State Gross Receipts Tax	4.06
	County Communications Services Tax	4.40
2	FL Telecommuication Access System Fund	.24
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	178.38
	Optional Services	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	4.31
	Prorated Charges-Detailed Below	32.00
	Federal Excise Tax	2.29
	FCA Long Distance - Federal USF Surcharge	.74

850/327-6173

Date of Bill 9/20/15

FL State Communications Services Tax	3.79
FL State Gross Receipts Tax	1.94
County Communications Services Tax	2.11
Total Optional Services	213.67
Toll/Other	
Other Charges-Detailed Below	2.99
Prorated Charges-Detailed Below	50.00CR
FCA Long Distance - Federal USF Surcharge	8.05CR
FL State Communications Services Tax	2.71CR
FL State Gross Receipts Tax	1.39CR
County Communications Services Tax	1.50CR
Total Toll/Other	60.66CR
TOTAL	331.39

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	9/20	4.31
	850/327-4431		Subtotal	4.31
	Multi-Line Federal Subscriber Line Charge-Bus	AUTOCH	9/20	9.20CR
	ARC 2.92 Credit	AUTOCH	9/20	2.92CR
1	Carrier Cost Recovery Surcharge	AUTOCH	9/20	2.99
	850/327-6173		Subtotal	9.13CR
Prorated Charges				
	Simply Unlimited Term	PROMOTION	9/20 10/19	25.00CR
5	Directory Listing Extra Lines - Business	067585768	8/27 9/19	12.00
5	Foreign Exchange Listing - Business	067585768	8/27 9/19	20.00
	850/327-4431		Subtotal	7.00
	Simply Unlimited Term	PROMOTION	9/20 10/19	25.00CR
	850/327-6173		Subtotal	25.00CR
			Subtotal	10.70CR

850/327-6173

Date of Bill 9/20/15

If your bill reflects that you owe a Balance Before Current Charges, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $859.73 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000331.39
N Y Y N N N 1-800-921-8102

Date of Bill 10/20/15

Current Amount Due By Date 11/13/15

Account Number 850/327-6173 Total Amount Due $2,156.45

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

12400385032761730316960000186140000215645 7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 10/20/15

Amount of Last Bill	1,861.40
Payments Received Thru 10/20/15	.00
Balance Before Current Charges	1,861.40
New Charges	295.05
Total Amount Due	$2,156.45

Frontier Benefits	
Simply Unlimited Term	50.00
Total Benefits And Savings	$50.00

CURRENT BILLING SUMMARY

Local Service from 10/20/15 to 11/19/15

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal USF Recovery Charge	2.03
	FCA Long Distance - Federal USF Surcharge	8.68
	FL State Communications Services Tax	7.91
	FL State Gross Receipts Tax	4.04
	County Communications Services Tax	4.39
2	FL Telecommuication Access System Fund	.24
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	178.07
	Optional Services	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	4.31
	Federal Excise Tax	1.33
	FCA Long Distance - Federal USF Surcharge	.72
	FL State Communications Services Tax	2.22

850/327-6173

	Date of Bill	10/20/15
FL State Gross Receipts Tax		1.14
County Communications Services Tax		1.24
Total Optional Services		177.45
Toll/Other		
Other Charges-Detailed Below		2.99
Prorated Charges-Detailed Below		50.00CR
FCA Long Distance - Federal USF Surcharge		7.86CR
FL State Communications Services Tax		2.71CR
FL State Gross Receipts Tax		1.39CR
County Communications Services Tax		1.50CR
Total Toll/Other		60.47CR
	TOTAL	295.05

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	10/20	4.31
	850/327-4431		Subtotal	4.31
	Multi-Line Federal Subscriber Line Charge-Bus	AUTOCH	10/20	9.20CR
	ARC 2.92 Credit	AUTOCH	10/20	2.92CR
1	Carrier Cost Recovery Surcharge	AUTOCH	10/20	2.99
	850/327-6173		Subtotal	9.13CR
Prorated Charges				
	Simply Unlimited Term	PROMOTION	10/20 11/19	25.00CR
	850/327-4431		Subtotal	25.00CR
	Simply Unlimited Term	PROMOTION	10/20 11/19	25.00CR
	850/327-6173		Subtotal	25.00CR
			Subtotal	42.70CR

850/327-6173

Date of Bill 10/20/15

If your bill reflects that you owe a Balance Before Current Charges, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $983.01 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Easy to READ new Bill Summary Page coming next month.

Effective with this bill, some Pay Per Use features will increase up to $2.00/month. Features increasing are: Pay Per Use - 3 Way; Pay Per Use - Busy Redial *66; Pay Per Use - Call Return *69; and Pay Per Use - Call Trace. If you have any questions, please contact customer service.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000295.05
N Y Y N N N 1-800-921-8102

Date of Bill 11/20/15

New Charges Due Date 12/14/15

Account Number 850/327-6173 Total Amount Due $2,470.65

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

12403685032761730316960000215645000247065 7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 11/20/15

Previous Balance	2,156.45
Payments Received Thru 11/20/15	.00
Balance Forward	2,156.45
New Charges	314.20
Total Amount Due	$2,470.65

Frontier Total Savings	
Simply Unlimited Term	50.00
Total Savings	$50.00

CURRENT BILLING SUMMARY

Local Service from 11/20/15 to 12/19/15

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Partial Month Charges-Detailed Below	.80
	Federal Excise Tax	.01
	Federal USF Recovery Charge	4.19
	FCA Long Distance - Federal USF Surcharge	8.68
	FL State Communications Services Tax	8.06
	FL State Gross Receipts Tax	4.12
	County Communications Services Tax	4.47
2	FL Telecommuication Access System Fund	.24
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	181.35
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
2	Additional Listing - Business	6.00
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	8.62
	Partial Month Charges-Detailed Below	3.00
	Federal Excise Tax	1.73

850/327-6173

Date of Bill 11/20/15

FCA Long Distance - Federal USF Surcharge	1.44
FL State Communications Services Tax	2.91
FL State Gross Receipts Tax	1.50
County Communications Services Tax	1.63
Total Non Basic Charges	193.32
Toll/Other	
Other Charges-Detailed Below	2.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-7.86
FL State Communications Services Tax	-2.71
FL State Gross Receipts Tax	-1.39
County Communications Services Tax	-1.50
Total Toll/Other	-60.47
TOTAL	314.20

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	11/19	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	11/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	11/19	4.31
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	11/20 12/19	-25.00
2	Additional Listing - Business	067674385	11/05 11/19	3.00
	850/327-4431		Subtotal	-22.00
	Simply Unlimited Term	PROMOTION	11/20 12/19	-25.00
1	Multi-Line Federal Subscriber Line Charge-Bus			
		067691011	11/18 11/19	.19
1	Multi-Line Federal Subscriber Line Charge-Bus			
		067691011	11/18 11/19	.61
	850/327-6173		Subtotal	-24.20
			Subtotal	-34.59

850/327-6173

Date of Bill 11/20/15

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $1115.25 by your due date to avoid disconnection of you local service. All other charges should be paid by your due date to keep your account current.

Frontier periodically audits its bills to ensure accuracy. Corrections are reflected on your current statement. If you have any questions, please contact Customer Service at 1-800-921-8101 Residential or 1-800-921-8102 Business.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000314.20
N Y Y N N N 1-800-921-8102

Date of Bill 12/20/15

New Charges Due Date 1/13/16

Account Number 850/327-6173 Total Amount Due $2,780.40

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

0240618503276173031696000024706500027804O7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 12/20/15

Previous Balance	2,470.65
Payments Received Thru 12/20/15	.00
Balance Forward	2,470.65
New Charges	309.75
Total Amount Due	$2,780.40

Frontier Total Savings	
Simply Unlimited Term	50.00
Total Savings	$50.00

CURRENT BILLING SUMMARY

Local Service from 12/20/15 to 01/19/16

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal Excise Tax	.01
	Federal USF Recovery Charge	4.06
	FCA Long Distance - Federal USF Surcharge	8.68
	FL State Communications Services Tax	8.00
	FL State Gross Receipts Tax	4.09
	County Communications Services Tax	4.44
2	FL Telecommuication Access System Fund	.24
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	180.30
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
2	Additional Listing - Business	6.00
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	8.62
	Federal Excise Tax	1.64

850/327-6173

	Date of Bill	12/20/15
FCA Long Distance - Federal USF Surcharge		1.44
FL State Communications Services Tax		2.77
FL State Gross Receipts Tax		1.42
County Communications Services Tax		1.54
Total Non Basic Charges		189.92
Toll/Other		
Other Charges-Detailed Below		2.99
Partial Month Charges-Detailed Below		-50.00
FCA Long Distance - Federal USF Surcharge		-7.86
FL State Communications Services Tax		-2.71
FL State Gross Receipts Tax		-1.39
County Communications Services Tax		-1.50
Total Toll/Other		-60.47
	TOTAL	309.75

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	12/20	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	12/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	12/20	4.31
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	12/20 1/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	12/20 1/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 12/20/15

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $1246.44 by your due date to avoid disconnection of you local service. All other charges should be paid by your due date to keep your account current.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA850850327325O1FLLF-SFLBUSCX 0233NY 00000000450000309.75
N Y Y N N N 1-800-921-8102

Date of Bill 1/20/16

New Charges Due Date 2/16/16

Account Number 850/327-6173 Total Amount Due $3,090.77

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

1240168503276173031696000027804000030907777

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 1/20/16

Previous Balance	2,780.40
Payments Received Thru 1/20/16	.00
Balance Forward	2,780.40
New Charges	310.37
Total Amount Due	$3,090.77

Frontier Total Savings	
Simply Unlimited Term	50.00
Total Savings	$50.00

CURRENT BILLING SUMMARY

Local Service from 01/20/16 to 02/19/16

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal Excise Tax	.01
	Federal USF Recovery Charge	4.40
	FCA Long Distance - Federal USF Surcharge	9.46
	FL State Communications Services Tax	8.06
	FL State Gross Receipts Tax	4.11
	County Communications Services Tax	4.48
2	FL Telecommuication Access System Fund	.24
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	181.54
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
2	Additional Listing - Business	6.00
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	8.62
	Federal Excise Tax	1.64

850/327-6173

	Date of Bill	1/20/16
FCA Long Distance - Federal USF Surcharge		1.56
FL State Communications Services Tax		2.77
FL State Gross Receipts Tax		1.42
County Communications Services Tax		1.54
Total Non Basic Charges		190.04
Toll/Other		
Other Charges-Detailed Below		2.99
Partial Month Charges-Detailed Below		-50.00
FCA Long Distance - Federal USF Surcharge		-8.56
FL State Communications Services Tax		-2.73
FL State Gross Receipts Tax		-1.39
County Communications Services Tax		-1.52
Total Toll/Other		-61.21
	TOTAL	310.37

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	1/19	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	1/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	1/19	4.31
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	1/20 2/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	1/20 2/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 1/20/16

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $1378.25 by your due date to avoid disconnection of you local service. All other charges should be paid by your due date to keep your account current.

Effective January 1, 2016, both the Federal Universal Service Fund (USF) Surcharge and the Frontier Long Distance (USF) surcharge are increasing to 18.2%. Please call Customer Service with any questions.

Effective with your next bill, certain directory listing charges will increase up to $4.00 per month. Please call Customer Service with any questions.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000310.37
N Y Y N N N 1-800-921-8102

Date of Bill 2/20/16

New Charges Due Date 3/15/16

Account Number 850/327-6173 Total Amount Due $3,403.40

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

2240698503276173031696000030907700034034O7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 2/20/16

Previous Balance	3,090.77
Payments Received Thru 2/20/16	.00
Balance Forward	3,090.77
New Charges	312.63
Total Amount Due	$3,403.40

Frontier Total Savings	
Simply Unlimited Term	50.00
Total Savings	$50.00

CURRENT BILLING SUMMARY
Local Service from 02/20/16 to 03/19/16

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal Excise Tax	.02
	Federal USF Recovery Charge	4.40
	FCA Long Distance - Federal USF Surcharge	9.46
	FL State Communications Services Tax	8.06
	FL State Gross Receipts Tax	4.11
	County Communications Services Tax	4.48
2	FL Telecommuication Access System Fund	.24
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	181.55
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
2	Additional Listing - Business	8.00
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	8.62
	Federal Excise Tax	1.70

850/327-6173

	Date of Bill	2/20/16
FCA Long Distance - Federal USF Surcharge		1.56
FL State Communications Services Tax		2.86
FL State Gross Receipts Tax		1.47
County Communications Services Tax		1.60
Total Non Basic Charges		192.30
Toll/Other		
Other Charges-Detailed Below		2.99
Partial Month Charges-Detailed Below		-50.00
FCA Long Distance - Federal USF Surcharge		-8.56
FL State Communications Services Tax		-2.73
FL State Gross Receipts Tax		-1.40
County Communications Services Tax		-1.52
Total Toll/Other		-61.22
	TOTAL	312.63

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	2/20	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	2/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	2/20	4.31
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	2/20 3/01	-10.00
	Simply Unlimited Term	PROMOTION	3/02 3/19	-15.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	2/20 3/02	-10.83
	Simply Unlimited Term	PROMOTION	3/03 3/19	-14.17
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 2/20/16

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $1510.06 by your due date to avoid disconnection of you local service. All other charges should be paid by your due date to keep your account current.

Effective with this bill, certain directory listing charges increased up to $4.00 per month. Please call Customer Service with any questions.

YOUR CUSTOMERS TEXT. YOUR COMPETITORS TEXT. Find out how you can send and receive texts using your existing landline phone number with Frontier Texting for Business. Reach your customers the way they want, before your competitors do. Call 1-844-815-7645.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000312.63
N Y Y N N N 1-800-921-8102

Date of Bill 3/20/16

New Charges Due Date 4/13/16

Account Number 850/327-6173 Total Amount Due $3,716.04

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

9240908503276173031696000034034000037160 47

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 3/20/16

Previous Balance	3,403.40
Payments Received Thru 3/20/16	.00
Balance Forward	3,403.40
New Charges	312.64
Total Amount Due	$3,716.04

CURRENT BILLING SUMMARY
Local Service from 03/20/16 to 04/19/16

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD	74.99
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD	74.99
	Federal Excise Tax	.02
	Federal USF Recovery Charge	4.40
	FCA Long Distance - Federal USF Surcharge	9.46
	FL State Communications Services Tax	8.06
	FL State Gross Receipts Tax	4.11
	County Communications Services Tax	4.48
2	FL Telecommuication Access System Fund	.24
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	181.55
	Non Basic Charges	
	Broadband Ultra Bus Broadband Ultra Port Bus Broadband Ultra Loop	124.99
	HSI Surcharge	1.50
2	Additional Listing - Business	8.00
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	8.62
	Federal Excise Tax	1.70
	FCA Long Distance - Federal USF Surcharge	1.56
	FL State Communications Services Tax	2.86
	FL State Gross Receipts Tax	1.47
	County Communications Services Tax	1.60
	Total Non Basic Charges	192.30

850/327-6173

Date of Bill 3/20/16

Toll/Other	
Other Charges-Detailed Below	2.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-8.56
FL State Communications Services Tax	-2.73
FL State Gross Receipts Tax	-1.39
County Communications Services Tax	-1.52
Total Toll/Other	-61.21
TOTAL	312.64

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	3/20	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	3/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	3/20	4.31
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	3/20 4/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	3/20 4/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 3/20/16

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $1641.88 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Effective with your next bill, your business line rate will increase up to $2.00 month. Customers who subscribe to Frontier Simply Unlimited, OneVoice, or who are in a current contract are not affected by this change. For questions, please contact Customer Service.

Permissive 10-digit dialing ends March 31st and mandatory 10-digit dialing begins April 1st. Beginning April 1st, if you do not dial the area code when making local calls, you will be routed to a recording reminding you to do so. Please call customer service with any questions.

RETURN: Frontier Communications
1398 S. Woodland Blvd. Suite B
Deland, FL 32720

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000312.64
N Y Y N N N 1-800-921-8102

Date of Bill 4/20/16

New Charges Due Date 5/16/16

Account Number 850/327-6173 Total Amount Due $4,028.58

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

12400585032761730316960000371604000 4028587

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 4/20/16

Previous Balance	3,716.04
Payments Received Thru 4/20/16	.00
Balance Forward	3,716.04
New Charges	312.54
Total Amount Due	$4,028.58

CURRENT BILLING SUMMARY
Local Service from 04/20/16 to 05/19/16

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD	74.99
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD	74.99
	Federal Excise Tax	.02
	Federal USF Recovery Charge	4.34
	FCA Long Distance - Federal USF Surcharge	9.30
	FL State Communications Services Tax	8.04
	FL State Gross Receipts Tax	4.13
	County Communications Services Tax	4.48
2	FL Telecommuication Access System Fund	.24
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	181.33
	Non Basic Charges	
	Broadband Ultra Bus Broadband Ultra Port Bus Broadband Ultra Loop	124.99
	HSI Surcharge	1.50
2	Additional Listing - Business	8.00
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	8.62
	Federal Excise Tax	1.70
	FCA Long Distance - Federal USF Surcharge	1.54
	FL State Communications Services Tax	2.86
	FL State Gross Receipts Tax	1.47
	County Communications Services Tax	1.60
	Total Non Basic Charges	192.28

850/327-6173

Date of Bill 4/20/16

Toll/Other	
Other Charges-Detailed Below	2.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-8.42
FL State Communications Services Tax	-2.73
FL State Gross Receipts Tax	-1.39
County Communications Services Tax	-1.52
Total Toll/Other	-61.07
TOTAL	312.54

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	4/19	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	4/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	4/19	4.31
	850/327-6173		Subtotal	7.30
	Partial Month Charges			
	Simply Unlimited Term	PROMOTION	4/20 5/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	4/20 5/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 4/20/16

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $1773.60 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Effective with this bill, your business line rate will increase up to $2.00 month. Customers who subscribe to Frontier Simply Unlimited, OneVoice, or who are in a current contract are not affected by this change. For questions, please contact Customer Service.

Permissive 10-digit dialing ends March 31st and mandatory 10-digit dialing begins April 1st. Beginning April 1st, if you do not dial the area code when making local calls, you will be routed to a recording reminding you to do so. Please call customer service with any questions.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000312.54
N Y Y N N N 1-800-921-8102

Date of Bill 5/20/16

New Charges Due Date 6/13/16

Account Number 850/327-6173 Total Amount Due $4,341.12

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

1240598503276173031696000040285800043411 27

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 5/20/16

Previous Balance	4,028.58
Payments Received Thru 5/20/16	.00
Balance Forward	4,028.58
New Charges	312.54
Total Amount Due	$4,341.12

CURRENT BILLING SUMMARY

Local Service from 05/20/16 to 06/19/16

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal Excise Tax	.02
	Federal USF Recovery Charge	4.34
	FCA Long Distance - Federal USF Surcharge	9.30
	FL State Communications Services Tax	8.04
	FL State Gross Receipts Tax	4.13
	County Communications Services Tax	4.48
2	FL Telecommuication Access System Fund	.24
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	181.33
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
2	Additional Listing - Business	8.00
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	8.62
	Federal Excise Tax	1.70
	FCA Long Distance - Federal USF Surcharge	1.54
	FL State Communications Services Tax	2.86
	FL State Gross Receipts Tax	1.47
	County Communications Services Tax	1.60
	Total Non Basic Charges	192.28

850/327-6173

Date of Bill 5/20/16

Toll/Other	
Other Charges-Detailed Below	2.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-8.42
FL State Communications Services Tax	-2.73
FL State Gross Receipts Tax	-1.39
County Communications Services Tax	-1.52
Total Toll/Other	-61.07
TOTAL	312.54

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	5/19	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	5/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	5/19	4.31
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	5/20 6/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	5/20 6/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 5/20/16

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $1905.32 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000312.54
N Y Y N N N 1-800-921-8102

Date of Bill 6/20/16

New Charges Due Date 7/14/16

Account Number 850/327-6173 Total Amount Due $4,653.66

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

0240938503276173031696000043411200046536 67

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 6/20/16

Previous Balance	4,341.12
Payments Received Thru 6/20/16	.00
Balance Forward	4,341.12
New Charges	312.54
Total Amount Due	$4,653.66

CURRENT BILLING SUMMARY
Local Service from 06/20/16 to 07/19/16

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.34
	FCA Long Distance - Federal USF Surcharge		9.30
	FL State Communications Services Tax		8.04
	FL State Gross Receipts Tax		4.13
	County Communications Services Tax		4.48
2	FL Telecommuication Access System Fund		.24
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		181.33
	Non Basic Charges		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
	HSI Surcharge		1.50
2	Additional Listing - Business		8.00
5	Directory Listing Extra Lines - Business		15.00
5	Foreign Exchange Listing - Business		25.00
	Other Charges-Detailed Below		8.62
	Federal Excise Tax		1.70
	FCA Long Distance - Federal USF Surcharge		1.54
	FL State Communications Services Tax		2.86
	FL State Gross Receipts Tax		1.47
	County Communications Services Tax		1.60
	Total Non Basic Charges		192.28

850/327-6173

Date of Bill 6/20/16

Toll/Other	
Other Charges-Detailed Below	2.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-8.42
FL State Communications Services Tax	-2.73
FL State Gross Receipts Tax	-1.39
County Communications Services Tax	-1.52
Total Toll/Other	-61.07
TOTAL	312.54

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates		
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	6/20		4.31
	850/327-4431		Subtotal		4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	6/20		2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	6/20		4.31
	850/327-6173		Subtotal		7.30
Partial Month Charges					
	Simply Unlimited Term	PROMOTION	6/20	7/19	-25.00
	850/327-4431		Subtotal		-25.00
	Simply Unlimited Term	PROMOTION	6/20	7/19	-25.00
	850/327-6173		Subtotal		-25.00
			Subtotal		-38.39

850/327-6173

Date of Bill 6/20/16

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $2037.04 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

The last date to make changes, additions or deletions in directory listings is August 22, 2016. Please take a few minutes to review your current listing before the deadline. If you would like to make changes to your directory listing, please call Customer Service.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000312.54
N Y Y N N N 1-800-921-8102

Date of Bill 7/20/16

New Charges Due Date 8/15/16

Account Number 850/327-6173 Total Amount Due $4,966.25

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

9240358503276173031696000046536600049662 57

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 7/20/16

Previous Balance	4,653.66
Payments Received Thru 7/20/16	.00
Balance Forward	4,653.66
New Charges	312.59
Total Amount Due	$4,966.25

CURRENT BILLING SUMMARY
Local Service from 07/20/16 to 08/19/16

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.38
	FCA Long Distance - Federal USF Surcharge		9.30
	FL State Communications Services Tax		8.03
	FL State Gross Receipts Tax		4.13
	County Communications Services Tax		4.50
2	FL Telecommuication Access System Fund		.24
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		181.38
	Non Basic Charges		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
	HSI Surcharge		1.50
2	Additional Listing - Business		8.00
5	Directory Listing Extra Lines - Business		15.00
5	Foreign Exchange Listing - Business		25.00
	Other Charges-Detailed Below		8.62
	Federal Excise Tax		1.70
	FCA Long Distance - Federal USF Surcharge		1.54
	FL State Communications Services Tax		2.86
	FL State Gross Receipts Tax		1.47
	County Communications Services Tax		1.60
	Total Non Basic Charges		192.28

850/327-6173

Date of Bill 7/20/16

Toll/Other				
Other Charges-Detailed Below				2.99
Partial Month Charges-Detailed Below				-50.00
FCA Long Distance - Federal USF Surcharge				-8.42
FL State Communications Services Tax				-2.73
FL State Gross Receipts Tax				-1.39
County Communications Services Tax				-1.52
Total Toll/Other				-61.07
		TOTAL		312.59

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	7/19	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	7/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	7/19	4.31
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	7/20 8/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	7/20 8/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 7/20/16

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $2168.81 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

The last date to make changes, additions or deletions in directory listings is August 22, 2016. Please take a few minutes to review your current listing before the deadline. If you would like to make changes to your directory listing, please call Customer Service.

Effective with this bill, the FCC-authorized Access Recovery Charge (ARC) increased $0.45 per line, $0.08 per Centrex and Multi-lines, $0.45 per ISDN BRI line, and $0.40 per ISDN PRI line. Please call Customer Service with any questions.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000312.59
N Y Y N N N 1-800-921-8102

Date of Bill 8/20/16

New Charges Due Date 9/13/16

Account Number 850/327-6173 Total Amount Due $5,278.84

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

9240518503276173031696000049662500052788 47

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 8/20/16

Previous Balance	4,966.25
Payments Received Thru 8/20/16	.00
Balance Forward	4,966.25
New Charges	312.59
Total Amount Due	$5,278.84

CURRENT BILLING SUMMARY

Local Service from 08/20/16 to 09/19/16

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal Excise Tax	.02
	Federal USF Recovery Charge	4.38
	FCA Long Distance - Federal USF Surcharge	9.30
	FL State Communications Services Tax	8.03
	FL State Gross Receipts Tax	4.13
	County Communications Services Tax	4.50
2	FL Telecommuication Access System Fund	.24
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	181.38
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
2	Additional Listing - Business	8.00
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	8.62
	Federal Excise Tax	1.70
	FCA Long Distance - Federal USF Surcharge	1.54
	FL State Communications Services Tax	2.86
	FL State Gross Receipts Tax	1.47
	County Communications Services Tax	1.60
	Total Non Basic Charges	192.28

850/327-6173

Date of Bill 8/20/16

Toll/Other				
Other Charges-Detailed Below				2.99
Partial Month Charges-Detailed Below				-50.00
FCA Long Distance - Federal USF Surcharge				-8.42
FL State Communications Services Tax				-2.73
FL State Gross Receipts Tax				-1.39
County Communications Services Tax				-1.52
Total Toll/Other				-61.07
		TOTAL		312.59

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	8/20	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	8/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	8/20	4.31
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	8/20 9/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	8/20 9/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 8/20/16

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $2300.58 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA8508503273250 1FLLF-SFLBUSCX 0233NY 00000000450000312.59
N Y Y N N N 1-800-921-8102

Date of Bill 9/20/16

New Charges Due Date 10/14/16

Account Number 850/327-6173

Total Amount Due $5,591.41

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

1240178503276173031696000052788400055914l7

www.frontier.com
Business

1-800-921-8102

Account Number 850/327-6173

Date of Bill 9/20/16

Previous Balance	5,278.84
Payments Received Thru 9/20/16	.00
Balance Forward	5,278.84
New Charges	312.57
Total Amount Due	$5,591.41

CURRENT BILLING SUMMARY

Local Service from 09/20/16 to 10/19/16

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal Excise Tax	.02
	Federal USF Recovery Charge	4.38
	FCA Long Distance - Federal USF Surcharge	9.30
	FL State Communications Services Tax	8.03
	FL State Gross Receipts Tax	4.13
	County Communications Services Tax	4.50
2	FL Telecommunications Relay Service	.22
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	181.36
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
2	Additional Listing - Business	8.00
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	8.62
	Federal Excise Tax	1.70
	FCA Long Distance - Federal USF Surcharge	1.54
	FL State Communications Services Tax	2.86
	FL State Gross Receipts Tax	1.47
	County Communications Services Tax	1.60
	Total Non Basic Charges	192.28

850/327-6173

Date of Bill 9/20/16

Toll/Other				
Other Charges-Detailed Below				2.99
Partial Month Charges-Detailed Below				-50.00
FCA Long Distance - Federal USF Surcharge				-8.42
FL State Communications Services Tax				-2.73
FL State Gross Receipts Tax				-1.39
County Communications Services Tax				-1.52
Total Toll/Other				-61.07
		TOTAL		312.57

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	9/19	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	9/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	9/19	4.31
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	9/20 10/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	9/20 10/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 9/20/16

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $2432.33 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

The Federal Communications Commission (FCC), in conjunction with the Federal Trade Commission (FTC), has established a National Do Not Call Registry for consumers who wish to avoid receiving many kinds of telemarketing calls. Customers previously registered with State Do Not Call registries should be registered with the National Registry. Telemarketers who continue to call consumers who have placed their telephone numbers on the registry or had previously registered for any State Do Not Call list are subject to substantial fines. In addition, the FCC amended its rules to require, among other things, that telemarketers transmit their Caller ID information and to unblock their numbers. To sign up a residential number for the National Do-Not-Call Registry or to verify a number is included on the Registry, visit www.donotcall.gov or call the FTC's toll-free number at 1-888-382-1222, (TTY users, 1-866-290-4236), from the number to be registered. Consumers must re-register if they change their telephone number. Numbers remain on the Do-Not-Call List until a customer actively deletes the number from the Registry by calling 1-888-382-1222 (TTY users, 1-866-290-4236).
Additional Notification for Customers Making Telephone Solicitations
Customers making telephone solicitations can obtain the federal Do Not Call requirements by accessing the FCC's Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991 at http://www.fcc.gov/cgb/policy/telemarketing.html, 47 CFR Section 64.1200; and the FTC's amended Telemarketing Sales Rule at http://www.ftc.gov/bcp/rulemaking/tsr/, 16 CFR Part 310. Telemarketers can access the Do-Not-Call list at https://telemarketing.donotcall.gov/

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
PO BOX 20550
ROCHESTER NY 14602-0550

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000312.57
N Y Y N N N 1-800-921-8102

Date of Bill 10/20/16

New Charges Due Date 11/14/16

Account Number 850/327-6173 Total Amount Due $5,903.80

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

8240728503276173031696000055914100059038O7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 10/20/16

Previous Balance	5,591.41
Payments Received Thru 10/20/16	.00
Balance Forward	5,591.41
New Charges	312.39
Total Amount Due	$5,903.80

CURRENT BILLING SUMMARY
Local Service from 10/20/16 to 11/19/16

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.24
	FCA Long Distance - Federal USF Surcharge		9.04
	FL State Communications Services Tax		8.01
	FL State Gross Receipts Tax		4.13
	County Communications Services Tax		4.50
2	FL Telecommunications Relay Service		.22
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		180.94
	Non Basic Charges		
	Broadband Ultra Bus Broadband Ultra Port Bus Broadband Ultra Loop		124.99
	HSI Surcharge		1.50
2	Additional Listing - Business		8.00
5	Directory Listing Extra Lines - Business		15.00
5	Foreign Exchange Listing - Business		25.00
	Other Charges-Detailed Below		8.62
	Federal Excise Tax		1.70
	FCA Long Distance - Federal USF Surcharge		1.50
	FL State Communications Services Tax		2.86
	FL State Gross Receipts Tax		1.47
	County Communications Services Tax		1.60
	Total Non Basic Charges		192.24

850/327-6173

Date of Bill 10/20/16

Toll/Other			
Other Charges-Detailed Below			2.99
Partial Month Charges-Detailed Below			-50.00
FCA Long Distance - Federal USF Surcharge			-8.18
FL State Communications Services Tax			-2.71
FL State Gross Receipts Tax			-1.39
County Communications Services Tax			-1.50
Total Toll/Other			-60.79
	TOTAL		312.39

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	10/19	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	10/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	10/19	4.31
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	10/20 11/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	10/20 11/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 10/20/16

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $2563.90 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Important Message about your Frontier bill. If you submit payment by check, effective 10/1/16, the remit address for your payment has changed. The new remit address for payments by check is: Frontier Communications, PO Box 740407, Cincinnati, OH 45274-0407. The address is displayed on the attached remittance stub. Should you have any questions, please contact Customer Service.

Effective October 14, Frontier's Payment Stores located on 125 South Alabama Avenue in Monroeville and 201 South Pensacola Avenue in Atmore will close. Please mail your payments to the address indicated on your Frontier Statement to ensure proper credit to your account. We regret any inconvenience this may cause and appreciate you as a loyal Frontier customer. For more payment options, contact our Customer Care Center at 1-800-921-8101.

Frontier Communications and its affiliates (collectively "Frontier") would like to offer you products and services that best meet your needs by using information about services you have already purchased from Frontier. To do this, Frontier may use your customer proprietary network information (CPNI), which includes your current services, how you use them, and the related billing of those services to determine which new products or services might best meet your needs. Protecting the confidentiality of your CPNI is your right and our duty under federal law.

You may choose not to allow us to use your CPNI to offer you additional products or services, such as, long distance, High-Speed Internet, or bundled packages. If Frontier's use of your customer information for this purpose is acceptable to you, you do not need to take any action. Your consent to Frontier's use of your CPNI will be inferred after thirty (30) days. If you wish to restrict Frontier's use of your CPNI, you may call 1-877-213-1556 or visit www.frontier.com/cpni

Even if you consent to Frontier's use of your CPNI, as described above, you can change your mind at any time and contact customer service to make that change. Any restriction of Frontier's use of your CPNI will stay in effect until you notify us otherwise. If you choose to restrict access to your CPNI, your service will not be affected - you will continue to receive the same high quality services from Frontier. You should know that restricting Frontier's use of your CPNI will not eliminate all of our marketing contacts with you. You may still receive marketing contacts that are not based on your restricted CPNI. Frontier takes the privacy of customer information seriously and appreciates the opportunity to provide high quality communications services to you.

850/327-6173

Date of Bill 10/20/16

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000312.39
N Y Y N N N 1-800-921-8102

Date of Bill 11/20/16

New Charges Due Date 12/14/16

Account Number 850/327-6173 Total Amount Due $6,216.19

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

6240268503276173031696000059038000062161 97

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 11/20/16

Previous Balance	5,903.80
Payments Received Thru 11/20/16	.00
Balance Forward	5,903.80
New Charges	312.39
Total Amount Due	$6,216.19

CURRENT BILLING SUMMARY
Local Service from 11/20/16 to 12/19/16

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD	74.99
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD	74.99
	Federal Excise Tax	.02
	Federal USF Recovery Charge	4.24
	FCA Long Distance - Federal USF Surcharge	9.04
	FL State Communications Services Tax	8.01
	FL State Gross Receipts Tax	4.13
	County Communications Services Tax	4.50
2	FL Telecommunications Relay Service	.22
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	180.94
	Non Basic Charges	
	Broadband Ultra Bus Broadband Ultra Port Bus Broadband Ultra Loop	124.99
	HSI Surcharge	1.50
2	Additional Listing - Business	8.00
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	8.62
	Federal Excise Tax	1.70
	FCA Long Distance - Federal USF Surcharge	1.50
	FL State Communications Services Tax	2.86
	FL State Gross Receipts Tax	1.47
	County Communications Services Tax	1.60
	Total Non Basic Charges	192.24

850/327-6173

Date of Bill 11/20/16

Toll/Other	
Other Charges-Detailed Below	2.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-8.18
FL State Communications Services Tax	-2.71
FL State Gross Receipts Tax	-1.39
County Communications Services Tax	-1.50
Total Toll/Other	-60.79
TOTAL	312.39

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	11/20	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	11/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	11/20	4.31
	850/327-6173		Subtotal	7.30
	Partial Month Charges			
	Simply Unlimited Term	PROMOTION	11/20 12/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	11/20 12/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 11/20/16

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $2695.47 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Effective October 14, Frontier's Payment Stores located on 125 South Alabama Avenue in Monroeville and 201 South Pensacola Avenue in Atmore will close. Please mail your payments to the address indicated on your Frontier Statement to ensure proper credit to your account. We regret any inconvenience this may cause and appreciate you as a loyal Frontier customer. For more payment options, contact our Customer Care Center at 1-800-921-8101.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000312.39
N Y Y N N N 1-800-921-8102

Date of Bill 12/20/16

New Charges Due Date 1/13/17

Account Number 850/327-6173 Total Amount Due $6,528.58

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

9240628503276173031696000062161900065285 87

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 12/20/16

Previous Balance	6,216.19
Payments Received Thru 12/20/16	.00
Balance Forward	6,216.19
New Charges	312.39
Total Amount Due	$6,528.58

CURRENT BILLING SUMMARY
Local Service from 12/20/16 to 01/19/17

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal Excise Tax	.02
	Federal USF Recovery Charge	4.24
	FCA Long Distance - Federal USF Surcharge	9.04
	FL State Communications Services Tax	8.01
	FL State Gross Receipts Tax	4.13
	County Communications Services Tax	4.50
2	FL Telecommunications Relay Service	.22
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	180.94
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
2	Additional Listing - Business	8.00
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	8.62
	Federal Excise Tax	1.70
	FCA Long Distance - Federal USF Surcharge	1.50
	FL State Communications Services Tax	2.86
	FL State Gross Receipts Tax	1.47
	County Communications Services Tax	1.60
	Total Non Basic Charges	192.24

850/327-6173

Date of Bill 12/20/16

Toll/Other		
Other Charges-Detailed Below		2.99
Partial Month Charges-Detailed Below		-50.00
FCA Long Distance - Federal USF Surcharge		-8.18
FL State Communications Services Tax		-2.71
FL State Gross Receipts Tax		-1.39
County Communications Services Tax		-1.50
Total Toll/Other		-60.79
	TOTAL	312.39

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	12/20	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	12/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	12/20	4.31
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	12/20 1/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	12/20 1/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 12/20/16

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $2827.04 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Effective October 14, Frontier's Payment Stores located on 125 South Alabama Avenue in Monroeville and 201 South Pensacola Avenue in Atmore will close. Please mail your payments to the address indicated on your Frontier Statement to ensure proper credit to your account. We regret any inconvenience this may cause and appreciate you as a loyal Frontier customer. For more payment options, contact our Customer Care Center at 1-800-921-8101.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA8508503273250 1FLLF-SFLBUSCX 0233NY 00000000450000312.39
N Y Y N N N 1-800-921-8102

Date of Bill 1/20/17

New Charges Due Date 2/13/17

Account Number 850/327-6173 Total Amount Due $6,840.63

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

3240218503276173031696000065285800068406 37

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 1/20/17

Previous Balance	6,528.58
Payments Received Thru 1/20/17	.00
Balance Forward	6,528.58
New Charges	312.05
Total Amount Due	$6,840.63

CURRENT BILLING SUMMARY
Local Service from 01/20/17 to 02/19/17

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.08
	FCA Long Distance - Federal USF Surcharge		8.68
	FL State Communications Services Tax		7.99
	FL State Gross Receipts Tax		4.11
	County Communications Services Tax		4.46
2	FL Telecommunications Relay Service		.22
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		180.34
	Non Basic Charges		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
	HSI Surcharge		1.50
2	Additional Listing - Business		8.00
5	Directory Listing Extra Lines - Business		15.00
5	Foreign Exchange Listing - Business		25.00
	Other Charges-Detailed Below		8.62
	Federal Excise Tax		1.70
	FCA Long Distance - Federal USF Surcharge		1.44
	FL State Communications Services Tax		2.86
	FL State Gross Receipts Tax		1.47
	County Communications Services Tax		1.60
	Total Non Basic Charges		192.18

850/327-6173

Date of Bill 1/20/17

Toll/Other				
Other Charges-Detailed Below				2.99
Partial Month Charges-Detailed Below				-50.00
FCA Long Distance - Federal USF Surcharge				-7.86
FL State Communications Services Tax				-2.71
FL State Gross Receipts Tax				-1.39
County Communications Services Tax				-1.50
Total Toll/Other				-60.47
		TOTAL		312.05

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	1/19	4.31
	850/327-4431		Subtotal	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	1/20	2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	1/19	4.31
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	1/20 2/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	1/20 2/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 1/20/17

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $2958.27 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Effective January 25, 2017, the one-time charge to reconnect service that has been disconnected for non-payment will increase $5.85. Please contact Customer Service with any questions.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000312.05
N Y Y N N N 1-800-921-8102

Date of Bill 2/20/17

New Charges Due Date 3/16/17

Account Number 850/327-6173 Total Amount Due $7,152.71

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

9240138503276173031696000068406300071527l7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 2/20/17

Previous Balance	6,840.63
Payments Received Thru 2/20/17	.00
Balance Forward	6,840.63
New Charges	312.08
Total Amount Due	$7,152.71

CURRENT BILLING SUMMARY
Local Service from 02/20/17 to 03/19/17

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal Excise Tax	.02
	Federal USF Recovery Charge	4.08
	FCA Long Distance - Federal USF Surcharge	8.68
	FL State Communications Services Tax	7.99
	FL State Gross Receipts Tax	4.11
	County Communications Services Tax	4.46
2	FL Telecommunications Relay Service	.22
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	180.34
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
2	Additional Listing - Business	8.00
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Other Charges-Detailed Below	8.62
	Federal Excise Tax	1.70
	FCA Long Distance - Federal USF Surcharge	1.44
	FL State Communications Services Tax	2.86
	FL State Gross Receipts Tax	1.47
	County Communications Services Tax	1.60
	Total Non Basic Charges	192.18

850/327-6173

Date of Bill 2/20/17

Toll/Other				
Other Charges-Detailed Below				2.99
Partial Month Charges-Detailed Below				-50.00
FCA Long Distance - Federal USF Surcharge				-7.86
FL State Communications Services Tax				-2.69
FL State Gross Receipts Tax				-1.38
County Communications Services Tax				-1.50
Total Toll/Other				-60.44
		TOTAL		312.08

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates		
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	2/20		4.31
	850/327-4431	Subtotal			4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	2/20		2.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	2/20		4.31
	850/327-6173	Subtotal			7.30
Partial Month Charges					
	Simply Unlimited Term	PROMOTION	2/20	3/01	-10.00
	Simply Unlimited Term	PROMOTION	3/02	3/19	-15.00
	850/327-4431	Subtotal			-25.00
	Simply Unlimited Term	PROMOTION	2/20	3/02	-10.83
	Simply Unlimited Term	PROMOTION	3/03	3/19	-14.17
	850/327-6173	Subtotal			-25.00
		Subtotal			-38.39

850/327-6173

Date of Bill 2/20/17

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $3089.53 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Frontier offers a variety of billing options. Visit frontier.com to pay online or set up automatic monthly payments at no charge. You can also call 1-800-801-6652 to set up an instant payment ($3.50 fee may apply) or contact Customer Service at 1-800-921-8102 ($4.50 fee may apply). Visit frontier.com/pay-my-bill to view options and learn more.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000312.08
NYYNNNNNNNNNNYNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 3/20/17

New Charges Due Date 4/13/17

Account Number 850/327-6173 Total Amount Due $7,464.76

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

72403185032761730316960000715271000746476 7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 3/20/17

Previous Balance	7,152.71
Payments Received Thru 3/20/17	.00
Balance Forward	7,152.71
New Charges	312.05
Total Amount Due	$7,464.76

CURRENT BILLING SUMMARY
Local Service from 03/20/17 to 04/19/17

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Other Charges-Detailed Below	8.62
	Federal Excise Tax	.28
	Federal USF Recovery Charge	5.52
	FCA Long Distance - Federal USF Surcharge	8.68
	FL State Communications Services Tax	8.49
	FL State Gross Receipts Tax	4.37
	County Communications Services Tax	4.74
2	FL Telecommunications Relay Service	.22
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	191.70
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
2	Additional Listing - Business	8.00
5	Directory Listing Extra Lines - Business	15.00
5	Foreign Exchange Listing - Business	25.00
	Federal Excise Tax	1.44
	FL State Communications Services Tax	2.36
	FL State Gross Receipts Tax	1.21
	County Communications Services Tax	1.32
	Total Non Basic Charges	180.82

850/327-6173

Date of Bill 3/20/17

Toll/Other		
Other Charges-Detailed Below		2.99
Partial Month Charges-Detailed Below		-50.00
FCA Long Distance - Federal USF Surcharge		-7.86
FL State Communications Services Tax		-2.71
FL State Gross Receipts Tax		-1.39
County Communications Services Tax		-1.50
Total Toll/Other		-60.47
	TOTAL	312.05

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	3/20	4.31
	850/327-4431		Subtotal	4.31
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	3/20	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	3/20	2.99
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	3/20 4/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	3/20 4/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 3/20/17

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $3220.76 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Effective on your next bill, Additional Listing, Line of Information, Foreign Listing, and Non-Listed Directory Listing charges will increase $0.50 per month. Please contact Customer Service with any questions.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000312.05
NYYNNNNNNNNNYNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 4/20/17

New Charges Due Date 5/15/17

Account Number 850/327-6173 Total Amount Due $7,783.94

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

2240178503276173031696000074647600077839 47

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 4/20/17

Previous Balance	7,464.76
Payments Received Thru 4/20/17	.00
Balance Forward	7,464.76
New Charges	319.18

Total Amount Due $7,783.94

CURRENT BILLING SUMMARY
Local Service from 04/20/17 to 05/19/17

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Other Charges-Detailed Below	8.62
	Federal Excise Tax	.28
	Federal USF Recovery Charge	5.74
	FCA Long Distance - Federal USF Surcharge	9.04
	FL State Communications Services Tax	8.51
	FL State Gross Receipts Tax	4.39
	County Communications Services Tax	4.78
2	FL Telecommunications Relay Service	.22
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	192.36
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
	HSI Surcharge	1.50
2	Additional Listing - Business	9.00
5	Directory Listing Extra Lines - Business	17.50
5	Foreign Exchange Listing - Business	27.50
	Federal Excise Tax	1.63
	FL State Communications Services Tax	2.65
	FL State Gross Receipts Tax	1.36
	County Communications Services Tax	1.48
	Total Non Basic Charges	187.61

850/327-6173

Date of Bill 4/20/17

Toll/Other				
Other Charges-Detailed Below				2.99
Partial Month Charges-Detailed Below				-50.00
FCA Long Distance - Federal USF Surcharge				-8.18
FL State Communications Services Tax				-2.71
FL State Gross Receipts Tax				-1.39
County Communications Services Tax				-1.50
Total Toll/Other				-60.79
		TOTAL		319.18

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	4/19	4.31
	850/327-4431		Subtotal	4.31
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	4/19	4.31
1	Carrier Cost Recovery Surcharge	AUTOCH	4/20	2.99
	850/327-6173		Subtotal	7.30
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	4/20 5/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	4/20 5/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-38.39

850/327-6173

Date of Bill 4/20/17

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $3352.33 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Effective April 1, 2017, both the Federal Universal Service Fund (USF) Surcharge and the Frontier Long Distance (USF) surcharge are increasing to 17.4%. Please contact Customer Service with any questions.

Effective April 23, 2017, a Business High Speed Internet Fee of $1.99 will be added to your bill. Please contact Customer Service with any questions.

Effective May 1, 2017, the Carrier Cost Recovery Surcharge (CCRS) associated with your long distance service will increase $1.00 per account. CCRS is a Frontier-imposed monthly surcharge assessed to defray a portion of Frontier's overall costs, including administrative and compliance costs, associated with terminating calls on other networks, fees paid to support government programs such as Telecommunications Relay Service and Local Number Portability, and other charges assessed by the FCC. Please contact Customer Service with any questions.

Effective on this bill, Additional Listing, Line of Information, Foreign Listing, and Non-Listed Directory Listing charges increased $0.50 per month. Please contact Customer Service with any questions.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA850850327325O1FLLF-SFLBUSCX 0233NY 00000000450000319.18
NYYNNNNNNNNNNYNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 5/20/17

New Charges Due Date 6/13/17

Account Number 850/327-6173 Total Amount Due $8,104.90

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

0240738503276173031696000077839400081049O7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 5/20/17

Previous Balance	7,783.94
Payments Received Thru 5/20/17	.00
Balance Forward	7,783.94
New Charges	320.96
Total Amount Due	$8,104.90

CURRENT BILLING SUMMARY

Local Service from 05/20/17 to 06/19/17

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Other Charges-Detailed Below	10.61
	Federal Excise Tax	.28
	Federal USF Recovery Charge	5.74
	FCA Long Distance - Federal USF Surcharge	9.04
	FL State Communications Services Tax	8.51
	FL State Gross Receipts Tax	4.39
	County Communications Services Tax	4.78
2	FL Telecommunications Relay Service	.22
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	194.35
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
2	Additional Listing - Business	9.00
5	Directory Listing Extra Lines - Business	17.50
5	Foreign Exchange Listing - Business	27.50
	Federal Excise Tax	1.63
	FL State Communications Services Tax	2.65
	FL State Gross Receipts Tax	1.36
	County Communications Services Tax	1.48
	Total Non Basic Charges	186.11

850/327-6173

Date of Bill 5/20/17

Toll/Other				
Other Charges-Detailed Below				3.99
Partial Month Charges-Detailed Below				-50.00
FCA Long Distance - Federal USF Surcharge				-8.01
FL State Communications Services Tax				-2.65
FL State Gross Receipts Tax				-1.36
County Communications Services Tax				-1.47
Total Toll/Other				-59.50
		TOTAL		320.96

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	5/20	4.31
	850/327-4431		Subtotal	4.31
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	5/20	4.31
1	BHSI Fee Copper - Bus	AUTOCH	5/20	1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	5/20	3.99
	850/327-6173		Subtotal	10.29
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	5/20 6/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	5/20 6/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-35.40

850/327-6173

Date of Bill 5/20/17

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $3485.19 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

The last day to add, delete, or change directory listings is August 17, 2017. Please review your current listing before this deadline and contact Customer Service to make any changes.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000320.96
NYYNNNNNNNNNYNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 6/20/17

New Charges Due Date 7/14/17

Account Number 850/327-6173 Total Amount Due $8,425.86

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

0240308503276173031696000081049000084258 67

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 6/20/17

Previous Balance	8,104.90
Payments Received Thru 6/20/17	.00
Balance Forward	8,104.90
New Charges	320.96
Total Amount Due	$8,425.86

CURRENT BILLING SUMMARY
Local Service from 06/20/17 to 07/19/17

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Other Charges-Detailed Below	10.61
	Federal Excise Tax	.28
	Federal USF Recovery Charge	5.74
	FCA Long Distance - Federal USF Surcharge	9.04
	FL State Communications Services Tax	8.51
	FL State Gross Receipts Tax	4.39
	County Communications Services Tax	4.78
2	FL Telecommunications Relay Service	.22
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	194.35
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
2	Additional Listing - Business	9.00
5	Directory Listing Extra Lines - Business	17.50
5	Foreign Exchange Listing - Business	27.50
	Federal Excise Tax	1.63
	FL State Communications Services Tax	2.65
	FL State Gross Receipts Tax	1.36
	County Communications Services Tax	1.48
	Total Non Basic Charges	186.11

850/327-6173

Date of Bill 6/20/17

Toll/Other				
Other Charges-Detailed Below				3.99
Partial Month Charges-Detailed Below				-50.00
FCA Long Distance - Federal USF Surcharge				-8.01
FL State Communications Services Tax				-2.65
FL State Gross Receipts Tax				-1.36
County Communications Services Tax				-1.47
Total Toll/Other				-59.50
		TOTAL		320.96

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	6/20	4.31
	850/327-4431		Subtotal	4.31
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	6/20	4.31
1	BHSI Fee Copper - Bus	AUTOCH	6/20	1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	6/20	3.99
	850/327-6173		Subtotal	10.29
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	6/20 7/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	6/20 7/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-35.40

850/327-6173

Date of Bill 6/20/17

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $3618.05 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Frontier is required by federal, state and/or local authorities to move our facilities to accommodate road construction. Effective with your next bill, Frontier will implement a new recurring Frontier Road Recovery surcharge of $0.95 per month, which will be used to help offset those expenses. Please contact Customer Service with any questions.

Effective with your next bill, the new applicable late payment fee will increase to $9.00 and 1.5%, for customers who subscribe to Voice, Internet, or TV.††Please contact Customer Service with any questions.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0233NY 00000000450000320.96
NYYNNNNNNNNNYNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 7/20/17

New Charges Due Date 8/14/17

Account Number 850/327-6173 Total Amount Due $8,747.77

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

5240068503276173031696000084258600087477777

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 7/20/17

Previous Balance	8,425.86
Payments Received Thru 7/20/17	.00
Balance Forward	8,425.86
New Charges	321.91
Total Amount Due	$8,747.77

CURRENT BILLING SUMMARY
Local Service from 07/20/17 to 08/19/17

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD	74.99
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD	74.99
	Other Charges-Detailed Below	10.61
	Federal Excise Tax	.28
	Federal USF Recovery Charge	5.64
	FCA Long Distance - Federal USF Surcharge	8.90
	FL State Communications Services Tax	8.51
	FL State Gross Receipts Tax	4.39
	County Communications Services Tax	4.76
2	FL Telecommunications Relay Service	.22
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	194.09
	Non Basic Charges	
	Broadband Ultra Bus Broadband Ultra Port Bus Broadband Ultra Loop	124.99
2	Additional Listing - Business	9.00
5	Directory Listing Extra Lines - Business	17.50
5	Foreign Exchange Listing - Business	27.50
	Other Charges-Detailed Below	.95
	Federal Excise Tax	1.66
	FL State Communications Services Tax	2.70
	FL State Gross Receipts Tax	1.38
	County Communications Services Tax	1.51
	Total Non Basic Charges	187.19

850/327-6173

Date of Bill 7/20/17

Toll/Other		
Other Charges-Detailed Below		3.99
Partial Month Charges-Detailed Below		-50.00
FCA Long Distance - Federal USF Surcharge		-7.88
FL State Communications Services Tax		-2.65
FL State Gross Receipts Tax		-1.36
County Communications Services Tax		-1.47
Total Toll/Other		-59.37
	TOTAL	321.91

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	7/19	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge	AUTOCH	7/20	.95
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	7/19	4.31
1	BHSI Fee Copper - Bus	AUTOCH	7/20	1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	7/20	3.99
	850/327-6173		Subtotal	11.24
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	7/20 8/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	7/20 8/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-34.45

850/327-6173

Date of Bill 7/20/17

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $3751.86 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Effective with this bill, the new applicable late payment fee will increase to $9.00 and 1.5%, for customers who subscribe to Voice, Internet, or TV.††Please contact Customer Service with any questions.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000321.91
NYYNNNNNNNNNNYNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 8/20/17

New Charges Due Date 9/13/17

Account Number 850/327-6173 Total Amount Due $9,069.68

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

5240638503276173031696000087477700090696 87

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 8/20/17

Previous Balance	8,747.77
Payments Received Thru 8/20/17	.00
Balance Forward	8,747.77
New Charges	321.91
Total Amount Due	$9,069.68

CURRENT BILLING SUMMARY

Local Service from 08/20/17 to 09/19/17

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Other Charges-Detailed Below	10.61
	Federal Excise Tax	.28
	Federal USF Recovery Charge	5.64
	FCA Long Distance - Federal USF Surcharge	8.90
	FL State Communications Services Tax	8.51
	FL State Gross Receipts Tax	4.39
	County Communications Services Tax	4.76
2	FL Telecommunications Relay Service	.22
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	194.09
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
2	Additional Listing - Business	9.00
5	Directory Listing Extra Lines - Business	17.50
5	Foreign Exchange Listing - Business	27.50
	Other Charges-Detailed Below	.95
	Federal Excise Tax	1.66
	FL State Communications Services Tax	2.70
	FL State Gross Receipts Tax	1.38
	County Communications Services Tax	1.51
	Total Non Basic Charges	187.19

850/327-6173

Date of Bill 8/20/17

Toll/Other				
Other Charges-Detailed Below				3.99
Partial Month Charges-Detailed Below				-50.00
FCA Long Distance - Federal USF Surcharge				-7.88
FL State Communications Services Tax				-2.65
FL State Gross Receipts Tax				-1.36
County Communications Services Tax				-1.47
Total Toll/Other				-59.37
		TOTAL		321.91

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	8/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge	AUTOCH	8/20	.95
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	8/20	4.31
1	BHSI Fee Copper - Bus	AUTOCH	8/20	1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	8/20	3.99
	850/327-6173		Subtotal	11.24
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	8/20 9/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	8/20 9/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-34.45

850/327-6173

Date of Bill 8/20/17

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $3885.67 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

As part of our commitment to go green and help make it easier for you to manage your account, Frontier is going paperless. Effective on your next bill, there will be a $1 charge to receive a paper bill. Enroll in paperless billing today at frontier.com/gopaperless and view your bill electronically anytime at no charge. Questions? Customer service can help.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000321.91
NYNNNNNNNYNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 9/20/17

New Charges Due Date 10/16/17

Account Number 850/327-6173 Total Amount Due $9,391.57

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

4240348503276173031696000090696800093915 77

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 9/20/17

Previous Balance	9,069.68
Payments Received Thru 9/20/17	.00
Balance Forward	9,069.68
New Charges	321.89
Total Amount Due	$9,391.57

CURRENT BILLING SUMMARY

Local Service from 09/20/17 to 10/19/17

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Other Charges-Detailed Below		10.61
	Federal Excise Tax		.28
	Federal USF Recovery Charge		5.64
	FCA Long Distance - Federal USF Surcharge		8.90
	FL State Communications Services Tax		8.51
	FL State Gross Receipts Tax		4.39
	County Communications Services Tax		4.76
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		194.07
	Non Basic Charges		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
2	Additional Listing - Business		9.00
5	Directory Listing Extra Lines - Business		17.50
5	Foreign Exchange Listing - Business		27.50
	Other Charges-Detailed Below		.95
	Federal Excise Tax		1.66
	FL State Communications Services Tax		2.70
	FL State Gross Receipts Tax		1.38
	County Communications Services Tax		1.51
	Total Non Basic Charges		187.19

850/327-6173

Date of Bill 9/20/17

Toll/Other			
Other Charges-Detailed Below			3.99
Partial Month Charges-Detailed Below			-50.00
FCA Long Distance - Federal USF Surcharge			-7.88
FL State Communications Services Tax			-2.65
FL State Gross Receipts Tax			-1.36
County Communications Services Tax			-1.47
Total Toll/Other			-59.37
		TOTAL	321.89

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	9/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge	AUTOCH	9/20	.95
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	9/20	4.31
1	BHSI Fee Copper - Bus	AUTOCH	9/20	1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	9/20	3.99
	850/327-6173		Subtotal	11.24
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	9/20 10/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	9/20 10/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-34.45

850/327-6173

Date of Bill 9/20/17

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $4019.46 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000321.89
NYNNNNNNNYNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 10/20/17

New Charges Due Date 11/13/17

Account Number 850/327-6173 Total Amount Due $9,714.21

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

4240438503276173031696000093915700097142l7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 10/20/17

Previous Balance	9,391.57
Payments Received Thru 10/20/17	.00
Balance Forward	9,391.57
New Charges	322.64
Total Amount Due	$9,714.21

CURRENT BILLING SUMMARY
Local Service from 10/20/17 to 11/19/17

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Other Charges-Detailed Below		10.61
	Federal Excise Tax		.28
	Federal USF Recovery Charge		6.20
	FCA Long Distance - Federal USF Surcharge		9.78
	FL State Communications Services Tax		8.59
	FL State Gross Receipts Tax		4.43
	County Communications Services Tax		4.80
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		195.67
	Non Basic Charges		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
2	Additional Listing - Business		9.00
5	Directory Listing Extra Lines - Business		17.50
5	Foreign Exchange Listing - Business		27.50
	Other Charges-Detailed Below		.95
	Federal Excise Tax		1.66
	FL State Communications Services Tax		2.70
	FL State Gross Receipts Tax		1.38
	County Communications Services Tax		1.51
	Total Non Basic Charges		187.19

850/327-6173

Date of Bill 10/20/17

Toll/Other			
Other Charges-Detailed Below			3.99
Partial Month Charges-Detailed Below			-50.00
FCA Long Distance - Federal USF Surcharge			-8.65
FL State Communications Services Tax			-2.69
FL State Gross Receipts Tax			-1.38
County Communications Services Tax			-1.49
Total Toll/Other			-60.22
		TOTAL	322.64

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	10/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge			
		AUTOCH	10/20	.95
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	10/20	4.31
1	BHSI Fee Copper - Bus	AUTOCH	10/20	1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	10/20	3.99
	850/327-6173		Subtotal	11.24
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	10/20 11/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	10/20 11/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-34.45

850/327-6173

Date of Bill 10/20/17

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $4154.00 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Effective October 1, 2017, both the Federal Universal Service Fund (USF) Surcharge and the Frontier Long Distance (USF) surcharge are increasing to 18.8%. Please contact Customer Service with any questions.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000322.64
NYNNNNNNNYNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 11/20/17

New Charges Due Date 12/14/17

Account Number 850/327-6173 Total Amount Due $10,036.85

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

6240338503276173031696000097142100100368 57

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 11/20/17

Previous Balance	9,714.21
Payments Received Thru 11/20/17	.00
Balance Forward	9,714.21
New Charges	322.64
Total Amount Due	$10,036.85

CURRENT BILLING SUMMARY
Local Service from 11/20/17 to 12/19/17

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Other Charges-Detailed Below		8.62
	Federal Excise Tax		.28
	Federal USF Recovery Charge		6.20
	FCA Long Distance - Federal USF Surcharge		9.78
	FL State Communications Services Tax		8.59
	FL State Gross Receipts Tax		4.43
	County Communications Services Tax		4.80
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		193.68
	Non Basic Charges		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
2	Additional Listing - Business		9.00
5	Directory Listing Extra Lines - Business		17.50
5	Foreign Exchange Listing - Business		27.50
	Other Charges-Detailed Below		2.94
	Federal Excise Tax		1.66
	FL State Communications Services Tax		2.70
	FL State Gross Receipts Tax		1.38
	County Communications Services Tax		1.51
	Total Non Basic Charges		189.18

850/327-6173

Date of Bill 11/20/17

Toll/Other			
Other Charges-Detailed Below			3.99
Partial Month Charges-Detailed Below			-50.00
FCA Long Distance - Federal USF Surcharge			-8.65
FL State Communications Services Tax			-2.69
FL State Gross Receipts Tax			-1.38
County Communications Services Tax			-1.49
Total Toll/Other			-60.22
		TOTAL	322.64

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	11/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge			
		AUTOCH	11/20	.95
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	11/20	4.31
1	BHSI Fee Copper - Bus	AUTOCH	11/20	1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	11/20	3.99
	850/327-6173		Subtotal	11.24
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	11/20 12/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	11/20 12/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-34.45

850/327-6173

Date of Bill 11/20/17

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $4288.54 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000322.64
NYNNNNNNNYNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 12/20/17

New Charges Due Date 1/16/18

Account Number 850/327-6173 Total Amount Due $10,359.49

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

1240358503276173031696000100368500103594 97

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 12/20/17

Previous Balance	10,036.85
Payments Received Thru 12/20/17	.00
Balance Forward	10,036.85
New Charges	322.64
Total Amount Due	$10,359.49

CURRENT BILLING SUMMARY

Local Service from 12/20/17 to 01/19/18

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal Excise Tax	.02
	Federal USF Recovery Charge	4.58
	FCA Long Distance - Federal USF Surcharge	9.78
	FL State Communications Services Tax	8.09
	FL State Gross Receipts Tax	4.17
	County Communications Services Tax	4.52
2	FL Telecommunications Relay Service	.20
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	182.14
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
2	Additional Listing - Business	9.00
5	Directory Listing Extra Lines - Business	17.50
5	Foreign Exchange Listing - Business	27.50
	Other Charges-Detailed Below	11.56
	Federal Excise Tax	1.92
	FCA Long Distance - Federal USF Surcharge	1.62
	FL State Communications Services Tax	3.20
	FL State Gross Receipts Tax	1.64
	County Communications Services Tax	1.79
	Total Non Basic Charges	200.72

850/327-6173

Date of Bill 12/20/17

Toll/Other		
Other Charges-Detailed Below		3.99
Partial Month Charges-Detailed Below		-50.00
FCA Long Distance - Federal USF Surcharge		-8.65
FL State Communications Services Tax		-2.69
FL State Gross Receipts Tax		-1.38
County Communications Services Tax		-1.49
Total Toll/Other		-60.22
	TOTAL	322.64

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	12/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge			
		AUTOCH	12/20	.95
1	BHSI Fee Copper - Bus	AUTOCH	12/20	1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	12/20	3.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	12/20	4.31
	850/327-6173		Subtotal	11.24
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	12/20 1/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	12/20 1/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-34.45

850/327-6173

Date of Bill 12/20/17

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $4423.08 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000322.64
NYNNNNNNNNYNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 1/20/18

New Charges Due Date 2/13/18

Account Number 850/327-6173 Total Amount Due $10,682.38

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

3240538503276173031696000103594900106823 87

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 1/20/18

Previous Balance	10,359.49
Payments Received Thru 1/20/18	.00
Balance Forward	10,359.49
New Charges	322.89
Total Amount Due	$10,682.38

CURRENT BILLING SUMMARY
Local Service from 01/20/18 to 02/19/18

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.76
	FCA Long Distance - Federal USF Surcharge		10.14
	FL State Communications Services Tax		8.11
	FL State Gross Receipts Tax		4.17
	County Communications Services Tax		4.52
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		182.70
	Non Basic Charges		
	Broadband Ultra Bus Broadband Ultra Port Bus Broadband Ultra Loop		124.99
2	Additional Listing - Business		9.00
5	Directory Listing Extra Lines - Business		17.50
5	Foreign Exchange Listing - Business		27.50
	Other Charges-Detailed Below		11.56
	Federal Excise Tax		1.92
	FCA Long Distance - Federal USF Surcharge		1.68
	FL State Communications Services Tax		3.20
	FL State Gross Receipts Tax		1.64
	County Communications Services Tax		1.79
	Total Non Basic Charges		200.78

850/327-6173

Date of Bill 1/20/18

Toll/Other				
Other Charges-Detailed Below				3.99
Partial Month Charges-Detailed Below				-50.00
FCA Long Distance - Federal USF Surcharge				-8.98
FL State Communications Services Tax				-2.71
FL State Gross Receipts Tax				-1.38
County Communications Services Tax				-1.51
Total Toll/Other				-60.59
		TOTAL		322.89

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	1/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge			
		AUTOCH	1/20	.95
1	BHSI Fee Copper - Bus	AUTOCH	1/20	1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	1/20	3.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	1/20	4.31
	850/327-6173		Subtotal	11.24
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	1/20 2/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	1/20 2/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-34.45

850/327-6173

Date of Bill 1/20/18

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $4557.87 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Important Billing Information...
Beginning January 1, 2018, both the Federal Universal Service Fund (USF) Surcharge and the Frontier Long Distance (USF) surcharge are increasing to 19.5%. Questions? Please contact customer service.

Important Service Information...
Frontier has been providing local customers with Busy Line Verification and Busy Line Interrupt. Beginning March 1, 2018, Busy Verification Services & Busy Line Interrupt Services will be discontinued. Questions? Please contact customer service.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000322.89
NYNNNNNNNYNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 2/20/18

New Charges Due Date 3/16/18

Account Number 850/327-6173 Total Amount Due $11,005.28

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

7240378503276173031696000106823800110052 87

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 2/20/18

Previous Balance	10,682.38
Payments Received Thru 2/20/18	.00
Balance Forward	10,682.38
New Charges	322.90
Total Amount Due	$11,005.28

CURRENT BILLING SUMMARY
Local Service from 02/20/18 to 03/19/18

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.76
	FCA Long Distance - Federal USF Surcharge		10.14
	FL State Communications Services Tax		8.11
	FL State Gross Receipts Tax		4.17
	County Communications Services Tax		4.52
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		182.70
	Non Basic Charges		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
2	Additional Listing - Business		9.00
5	Directory Listing Extra Lines - Business		17.50
5	Foreign Exchange Listing - Business		27.50
	Other Charges-Detailed Below		11.56
	Federal Excise Tax		1.92
	FCA Long Distance - Federal USF Surcharge		1.68
	FL State Communications Services Tax		3.20
	FL State Gross Receipts Tax		1.64
	County Communications Services Tax		1.79
	Total Non Basic Charges		200.78

850/327-6173

Date of Bill 2/20/18

Toll/Other	
Other Charges-Detailed Below	3.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-8.97
FL State Communications Services Tax	-2.71
FL State Gross Receipts Tax	-1.39
County Communications Services Tax	-1.50
Total Toll/Other	-60.58
TOTAL	322.90

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates		
1	Multi-Line Business Federal Pre-Subscribed Line Charge				
		AUTOCH	2/20		4.31
	850/327-4431		Subtotal		4.31
1	Frontier Road Work Recovery Surcharge				
		AUTOCH	2/20		.95
1	BHSI Fee Copper - Bus	AUTOCH	2/20		1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	2/20		3.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge				
		AUTOCH	2/20		4.31
	850/327-6173		Subtotal		11.24
Partial Month Charges					
	Simply Unlimited Term	PROMOTION	2/20	3/01	-10.00
	Simply Unlimited Term	PROMOTION	3/02	3/19	-15.00
	850/327-4431		Subtotal		-25.00
	Simply Unlimited Term	PROMOTION	2/20	3/02	-10.83
	Simply Unlimited Term	PROMOTION	3/03	3/19	-14.17
	850/327-6173		Subtotal		-25.00
			Subtotal		-34.45

850/327-6173

Date of Bill 2/20/18

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $4692.67 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Important Service Information...
Frontier has been providing local customers with Busy Line Verification and Busy Line Interrupt. Beginning March 1, 2018, Busy Verification Services & Busy Line Interrupt Services will be discontinued. Questions? Please contact customer service.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000322.90
NYNNNNNNNYNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 3/20/18

New Charges Due Date 4/13/18

Account Number 850/327-6173 Total Amount Due $11,336.96

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

32407385032761730316960001100528001133696 7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 3/20/18

Previous Balance	11,005.28
Payments Received Thru 3/20/18	.00
Balance Forward	11,005.28
New Charges	331.68
Total Amount Due	$11,336.96

CURRENT BILLING SUMMARY
Local Service from 03/20/18 to 04/19/18

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.76
	FCA Long Distance - Federal USF Surcharge		10.14
	FL State Communications Services Tax		8.11
	FL State Gross Receipts Tax		4.17
	County Communications Services Tax		4.52
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		182.70
	Non Basic Charges		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
2	Additional Listing - Business		10.50
5	Directory Listing Extra Lines - Business		21.25
5	Foreign Exchange Listing - Business		30.00
	Other Charges-Detailed Below		11.56
	Federal Excise Tax		2.15
	FCA Long Distance - Federal USF Surcharge		1.68
	FL State Communications Services Tax		3.60
	FL State Gross Receipts Tax		1.84
	County Communications Services Tax		2.00
	Total Non Basic Charges		209.57

850/327-6173

Date of Bill 3/20/18

Toll/Other	
Other Charges-Detailed Below	3.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-8.98
FL State Communications Services Tax	-2.71
FL State Gross Receipts Tax	-1.38
County Communications Services Tax	-1.51
Total Toll/Other	-60.59
TOTAL	331.68

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	3/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge			
		AUTOCH	3/20	.95
1	BHSI Fee Copper - Bus	AUTOCH	3/20	1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	3/20	3.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	3/20	4.31
	850/327-6173		Subtotal	11.24
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	3/20 4/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	3/20 4/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-34.45

850/327-6173

Date of Bill 3/20/18

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $4827.46 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Important information about Directory Listings...
Beginning with this bill, Additional Listing, Foreign Listing, Line of Information, Non-Listed, and Non-Published increased up to $0.75. Questions? Please contact customer service.

Important Billing Information...
Beginning with your next bill, your phone line rate will increase up to $2.26. Customers who subscribe to Frontier Simply Unlimited, Frontier OneVoice or who are in a current contract are not affected by this change. Questions? Please contact customer service.

Operator Services Discontinuation Information...
Pending federal and state regulatory approval where applicable, Frontier Communications will discontinue operator service features Busy Verification (BV) and Busy Interrupt (BI) effective June 1, 2018. These services will be discontinued throughout Frontier's service territory nationwide. Please note that this discontinuance is for the BV and BI features only and does not include all operator services.

The FCC will normally authorize this proposed discontinuance of service unless it is shown that customers would be unable to receive service or a reasonable substitute from another carrier or that the public convenience and necessity is otherwise adversely affected. If you wish to object, you should file your comments as soon as possible, but no later than 15 days after the Commission releases public notice of the proposed discontinuance. You may file your comments electronically through the FCC's Electronic Comment Filing System using the docket number established in the Commission's public notice for this proceeding, or you may address them to the Federal Communications Commission, Wireline Competition Bureau, Competition Policy Division, Washington, DC 20554, and include in your comments a reference to the 63.71 Application of Frontier Communications. Comments should include specific information about the impact of this proposed discontinuance upon you or your company, including any inability to acquire reasonable substitute service. You may also contact us in writing at Frontier Communications, P. O. Box 5166, Tampa, FL 33675.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000331.68
NYNNNNNNNYNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 4/20/18

New Charges Due Date 5/14/18

Account Number 850/327-6173 Total Amount Due $11,668.13

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

2240348503276173031696000113369600116681 37

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 4/20/18

Previous Balance	11,336.96
Payments Received Thru 4/20/18	.00
Balance Forward	11,336.96
New Charges	331.17
Total Amount Due	$11,668.13

CURRENT BILLING SUMMARY
Local Service from 04/20/18 to 05/19/18

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal Excise Tax	.02
	Federal USF Recovery Charge	4.48
	FCA Long Distance - Federal USF Surcharge	9.56
	FL State Communications Services Tax	8.05
	FL State Gross Receipts Tax	4.15
	County Communications Services Tax	4.50
2	FL Telecommunications Relay Service	.20
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	181.74
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
2	Additional Listing - Business	10.50
5	Directory Listing Extra Lines - Business	21.25
5	Foreign Exchange Listing - Business	30.00
	Other Charges-Detailed Below	11.56
	Federal Excise Tax	2.15
	FCA Long Distance - Federal USF Surcharge	1.58
	FL State Communications Services Tax	3.60
	FL State Gross Receipts Tax	1.84
	County Communications Services Tax	2.00
	Total Non Basic Charges	209.47

850/327-6173

Date of Bill 4/20/18

Toll/Other	
Other Charges-Detailed Below	3.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-8.47
FL State Communications Services Tax	-2.69
FL State Gross Receipts Tax	-1.38
County Communications Services Tax	-1.49
Total Toll/Other	-60.04
TOTAL	331.17

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates		
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	4/20		4.31
	850/327-4431		Subtotal		4.31
1	Frontier Road Work Recovery Surcharge	AUTOCH	4/20		.95
1	BHSI Fee Copper - Bus	AUTOCH	4/20		1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	4/20		3.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	4/20		4.31
	850/327-6173		Subtotal		11.24
Partial Month Charges					
	Simply Unlimited Term	PROMOTION	4/20	5/19	-25.00
	850/327-4431		Subtotal		-25.00
	Simply Unlimited Term	PROMOTION	4/20	5/19	-25.00
	850/327-6173		Subtotal		-25.00
			Subtotal		-34.45

==========

Detail of Frontier Com of America Charges

Toll charged to 850/327-4431
*****Start suppression of detail

Ref #	Date	Time	Min	*Type	Place and Number Called		Charge	
E 1	APR 13	4:21P	11.6	DD	MOBILE	AL (251)402-2865	.00	U
	850/327-4431					Subtotal	.00	

Subtotal Minutes: 11.6 ***REP LINE ONLY
*****Resume printing of detail
Legend Call Types:
DD - Day

Caller Summary Report

	Calls	Minutes	Amount
850/327-4431	1	11	.00
***Customer Summary	1	11	.00

Caller Summary Report

	Calls	Minutes	Amount
Intra-Lata	1	11	.00
***Customer Summary	1	11	.00

850/327-6173

Date of Bill 4/20/18

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $4961.74 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Important Billing Information...
Beginning with your next bill, your phone line rate will increase up to $2.26. Customers who subscribe to Frontier Simply Unlimited, Frontier OneVoice or who are in a current contract are not affected by this change. Questions? Please contact customer service.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000331.17
NYNNNNNNNNYNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 5/20/18

New Charges Due Date 6/13/18

Account Number 850/327-6173 Total Amount Due $11,999.30

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

3240478503276173031696000116681300119993O7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 5/20/18

Previous Balance	11,668.13
Payments Received Thru 5/20/18	.00
Balance Forward	11,668.13
New Charges	331.17
Total Amount Due	$11,999.30

CURRENT BILLING SUMMARY

Local Service from 05/20/18 to 06/19/18

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.48
	FCA Long Distance - Federal USF Surcharge		9.56
	FL State Communications Services Tax		8.07
	FL State Gross Receipts Tax		4.13
	County Communications Services Tax		4.50
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		181.74
	Non Basic Charges		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
2	Additional Listing - Business		10.50
5	Directory Listing Extra Lines - Business		21.25
5	Foreign Exchange Listing - Business		30.00
	Other Charges-Detailed Below		11.56
	Federal Excise Tax		2.15
	FCA Long Distance - Federal USF Surcharge		1.58
	FL State Communications Services Tax		3.60
	FL State Gross Receipts Tax		1.84
	County Communications Services Tax		2.00
	Total Non Basic Charges		209.47

850/327-6173

Date of Bill 5/20/18

Toll/Other				
Other Charges-Detailed Below				3.99
Partial Month Charges-Detailed Below				-50.00
FCA Long Distance - Federal USF Surcharge				-8.47
FL State Communications Services Tax				-2.69
FL State Gross Receipts Tax				-1.38
County Communications Services Tax				-1.49
Total Toll/Other				-60.04
		TOTAL		331.17

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	5/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge	AUTOCH	5/20	.95
1	BHSI Fee Copper - Bus	AUTOCH	5/20	1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	5/20	3.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	5/20	4.31
	850/327-6173		Subtotal	11.24
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	5/20 6/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	5/20 6/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-34.45

850/327-6173

Date of Bill 5/20/18

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $5096.02 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Important Information About Reconnect Charges...
Effective July 22 2018, the charge to reconnect service after it has been disconnected for non-payment will increase up to $5.00. Questions? Please contact customer service.

Important Billing Information...
Beginning with this bill, your phone line rate increased up to $2.26. Customers who subscribe to Frontier Simply Unlimited, Frontier OneVoice or who are in a current contract are not affected by this change. Questions? Please contact customer service.

Important Directory Information...
August 22, 2018, is the last day to add, delete, or change directory listings. Please review your current listing before this deadline. Questions? Please contact customer service.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA850850327325O1FLLF-SFLBUSCX 0694NY 00000000450000331.17
NYNNNNNNNYNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 6/20/18

New Charges Due Date 7/16/18

Account Number 850/327-6173 Total Amount Due $12,330.47

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

3240788503276173031696000119993000123304 77

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 6/20/18

Previous Balance	11,999.30
Payments Received Thru 6/20/18	.00
Balance Forward	11,999.30
New Charges	331.17
Total Amount Due	$12,330.47

CURRENT BILLING SUMMARY
Local Service from 06/20/18 to 07/19/18

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.48
	FCA Long Distance - Federal USF Surcharge		9.56
	FL State Communications Services Tax		8.07
	FL State Gross Receipts Tax		4.13
	County Communications Services Tax		4.50
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		181.74
	Non Basic Charges		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
2	Additional Listing - Business		10.50
5	Directory Listing Extra Lines - Business		21.25
5	Foreign Exchange Listing - Business		30.00
	Other Charges-Detailed Below		11.56
	Federal Excise Tax		2.15
	FCA Long Distance - Federal USF Surcharge		1.58
	FL State Communications Services Tax		3.60
	FL State Gross Receipts Tax		1.84
	County Communications Services Tax		2.00
	Total Non Basic Charges		209.47

850/327-6173

Date of Bill 6/20/18

Toll/Other	
Other Charges-Detailed Below	3.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-8.47
FL State Communications Services Tax	-2.69
FL State Gross Receipts Tax	-1.38
County Communications Services Tax	-1.49
Total Toll/Other	-60.04
TOTAL	331.17

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	6/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge			
		AUTOCH	6/20	.95
1	BHSI Fee Copper - Bus	AUTOCH	6/20	1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	6/20	3.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	6/20	4.31
	850/327-6173		Subtotal	11.24
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	6/20 7/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	6/20 7/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-34.45

850/327-6173

Date of Bill 6/20/18

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $5230.30 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Important Information About Reconnect Charges...
Effective July 22 2018, the charge to reconnect service after it has been disconnected for non-payment will increase up to $5.00. Questions? Please contact customer service.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000331.17
NYNNNNNNNYNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 7/20/18

New Charges Due Date 8/13/18

Account Number 850/327-6173 Total Amount Due $12,661.46

FIRE DEPARTMENT
WALNUT HILL
2257 N BAYLEN ST
PENSACOLA, FL 32501-1703

Amount Paid

325011703 0

02408885032761730316960001233047001266l467

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 7/20/18

Previous Balance	12,330.47
Payments Received Thru 7/20/18	.00
Balance Forward	12,330.47
New Charges	330.99
Total Amount Due	$12,661.46

CURRENT BILLING SUMMARY
Local Service from 07/20/18 to 08/19/18

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.38
	FCA Long Distance - Federal USF Surcharge		9.30
	FL State Communications Services Tax		8.05
	FL State Gross Receipts Tax		4.11
	County Communications Services Tax		4.50
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		181.34
	Non Basic Charges		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
2	Additional Listing - Business		10.50
5	Directory Listing Extra Lines - Business		21.25
5	Foreign Exchange Listing - Business		30.00
	Other Charges-Detailed Below		11.56
	Federal Excise Tax		2.15
	FCA Long Distance - Federal USF Surcharge		1.54
	FL State Communications Services Tax		3.60
	FL State Gross Receipts Tax		1.84
	County Communications Services Tax		2.00
	Total Non Basic Charges		209.43

850/327-6173

Date of Bill 7/20/18

Toll/Other				
Other Charges-Detailed Below				3.99
Partial Month Charges-Detailed Below				-50.00
FCA Long Distance - Federal USF Surcharge				-8.25
FL State Communications Services Tax				-2.67
FL State Gross Receipts Tax				-1.36
County Communications Services Tax				-1.49
Total Toll/Other				-59.78
		TOTAL		330.99

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	7/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge	AUTOCH	7/20	.95
1	BHSI Fee Copper - Bus	AUTOCH	7/20	1.99
1	Carrier Cost Recovery Surcharge	AUTOCH	7/20	3.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	7/20	4.31
	850/327-6173		Subtotal	11.24
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	7/20 8/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	7/20 8/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-34.45

850/327-6173

Date of Bill 7/20/18

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $5364.40 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Effective July 22, 2018, the Business High Speed Internet Fee of $1.99 will increase to $3.99.
Questions? Please contact customer service.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732501FLLF-SFLBUSCX 0694NY 00000000450000330.99
NYNNNNNNNYNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Frontier
COMMUNICATIONS

19 John Street, Middletown, NY 10940
www.frontier.com

Date: 8/17/18

To: A/P Dept

From: Betty – Act Team
Credit & Collections Consultant
Frontier Communications

Tel #: 866-491-5288 Ext. 2134728
Fax #: 845-344-3394
Email: Betty.Vasquez@ftr.com

RE: ACCOUNT NUMBER 850-327-6173

Dear Value Customer:

Hi, this is an important message from Frontier Communications your local telephone provider. It appears that the enclosed bill copy (ies) for the month(s) of [illegible] are unpaid.

Please review your records and if these invoices were not paid, please process for payment. If the invoices appear paid, please email or fax proof of payment to my attention.

If you have any questions, please do not hesitate to contact me at the above telephone number. When calling please refer to the account number listed above.

Thank you for being a value customer to Frontier Communications.

Frontier COMMUNICATIONS

FIRE DEPARTMENT
Your Monthly Invoice

Account Summary

New Charges Due Date	**9/13/18**
Billing Date	8/20/18
Account Number	850-327-6173-031696-7
PIN	8263
Previous Balance	12,661.46
Payments Received Thru 8/20/18	.00
Balance Forward	12,661.46
New Charges	332.99
Total Amount Due	**$12,994.45**

RECEIVED
AUG 27 2018
By

Get TV that fits your business.

Add DISH Business and create your own TV package.

- Liven up the waiting room or lunchroom
- Make your establishment the go-to place

Get great TV programming at really great prices!

Call 1.844.217.4202 dish BUSINESS

All offers require business verification and 24-month commitment with early termination fee. All prices, charges, packages, programming features, functionality, and offers subject to change without notice. Specific channels may vary from residential packages and package names do not necessarily reflect channel counts.
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Manage Your Account

To Pay Your Bill

Online: Frontier.com 1.800.801.6652

Pay by Mail

To Contact Us

Chat: Frontier.com **Online:** Frontier.com/helpcenter

1.800.921.8102 **Email:** ContactBusiness@ftr.com

6

PAYMENT STUB

Total Amount Due	**$12,994.45**
New Charges Due Date	9/13/18
Account Number	850-327-6173-031696-7

Please do not send correspondence with your payment. Make checks payable to Frontier.

Amount Enclosed $.

To change your billing address, call 1-800-921-8102

Frontier COMMUNICATIONS

P.O. Box 5157, Tampa, FL 33675

SP 01 014510 21944 B 60 DSNGLP

FIRE DEPARTMENT
WALNUT HILL - ATTN: B. APANN
6575 NW ST
PENSACOLA, FL 32505-1714

FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

8240858503276173031696000126614600129944 57

GAIN PEACE OF MIND Get Frontier AnyWare®

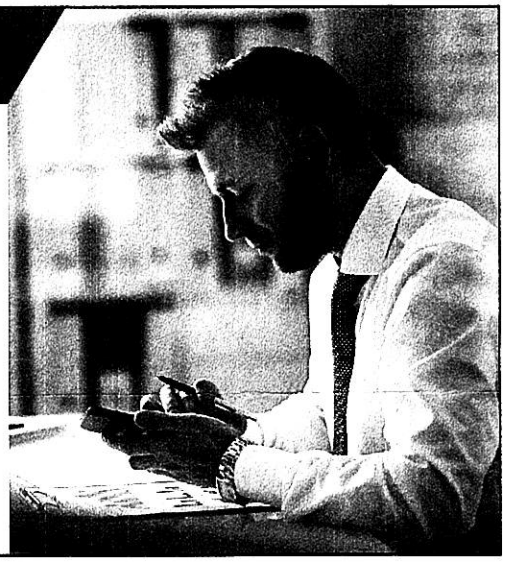
If you're looking to cut communication costs and reduce worries, tap into the power of unified communications as a service with Frontier AnyWare. You get a scalable solution that keeps your team connected and collaborating, whether on-site or remote. Plus, with your call controller hosted in our redundant cloud data centers, your phone calls keep coming, even if your facilities are affected by a disruptive event.

Get Frontier AnyWare. Know your valuable customer calls will consistently reach your business. Gain peace of mind. Call now to connect your business to the power of the Frontier Cloud.

1-855-830-5176

business.frontier.com/frontier-anyware

Frontier BUSINESS



For Billing and Service Questions, Call 1-800-921-8102, 7 am-7 pm Monday-Friday, 9:30 am-4 pm Saturday or visit www.Frontier.com.

IF YOU HAVE ANY QUESTIONS, BILLING CONCERNS, OR A RECURRING ISSUE, PLEASE CONTACT OUR FLORIDA-BASED CUSTOMER CARE TEAM AT 1-888-457-4110. OUR FLORIDA TEAM IS EAGER TO HELP YOU GET SPECIALIZED ATTENTION.

PAYING YOUR BILL

Pay online, by phone, by mail or at any Authorized Payment Location. Paying by check authorizes Frontier to make a one-time electronic funds transfer from your account, as early as the day your check is received. Visit Frontier.com to set up recurring electronic payments to streamline bill payment.

LATE PAYMENTS, RETURNED CHECK FEES and PAST DUE BALANCES

You are responsible for all legitimate, undisputed charges on your bill. If you pay your bill after the due date, you may be charged a fee (including a Treatment Charge if your account has been delinquent for 3 consecutive months and your past due balance is greater than $99), your service may be interrupted and you may have to pay a reconnection charge to restore service. A fee may be charged for a check that is returned by the bank for any reason. Continued nonpayment of undisputed charges (incl. 900 and long distance charges) may result in collection action and a referral to credit reporting agencies, which may affect your credit rating. When making an online payment, please allow time for the transfer of funds. If the funds are not received by Frontier by the due date, a fee may be assessed.

IMPORTANT CONSUMER MESSAGES

You must pay all basic local service charges to avoid basic local service disconnection. Failure to pay other charges will not cause disconnection of your basic service but this may cause other services to be terminated. Frontier Bundles may include charges for both basic and other services.

Frontier periodically audits its bills to ensure accuracy which may result in a retroactive or future billing adjustment.

SERVICE TERMS

Visit Frontier.com/terms, Frontier.com/tariffs or call customer service for information on applicable tariffs, price lists and other important Terms, Conditions and Policies ("Terms") related to your Frontier services - voice, internet and/or video - including limitations of liability, and early termination fees and the effective date of and billing for the termination of service(s). Frontier's Terms, include a binding arbitration provision to resolve customer disputes (Frontier.com/terms/arbitration). Subscribers to Frontier's TV and Internet services are billed one full month in advance. If you cancel your TV and/or Internet service subscription, termination of your service subscription(s) and any early termination fees will be effective on the last day of your Frontier billing cycle. No partial month credits or refunds will be provided for previously billed service subscriptions. We encourage you to review the Terms as they contain important information about your rights and obligations, and ours. By using or paying for Frontier services, you are agreeing to these Terms and that disputes will be resolved by individual arbitration.

Hard of Hearing, Deaf, Blind, Vision and /or Mobility Impaired customers may call 1-877-462-6606 to reach a consultant trained to support their communication needs.

CURRENT BILLING SUMMARY

Local Service from 08/20/18 to 09/19/18

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Frontier Simply Unlimited		74.99
	Telephone Line-Business		
	Ftr Simply Unl Feat		
	Ftr Simply Unl LD		
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.38
	FCA Long Distance - Federal USF Surcharge		9.30
	FL State Communications Services Tax		8.05
	FL State Gross Receipts Tax		4.11
	County Communications Services Tax		4.50
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		**181.34**
	Non Basic Charges		
	Broadband Ultra		124.99
	Bus Broadband Ultra Port		
	Bus Broadband Ultra Loop		
2	Additional Listing - Business		10.50
5	Directory Listing Extra Lines - Business		21.25
5	Foreign Exchange Listing - Business		30.00
	Other Charges-Detailed Below		13.56
	Federal Excise Tax		2.15
	FCA Long Distance - Federal USF Surcharge		1.54
	FL State Communications Services Tax		3.60
	FL State Gross Receipts Tax		1.84
	County Communications Services Tax		2.00
	Total Non Basic Charges		**211.43**
	Toll/Other		
	Other Charges-Detailed Below		3.99
	Partial Month Charges-Detailed Below		-50.00
	FCA Long Distance - Federal USF Surcharge		-8.25
	FL State Communications Services Tax		-2.67
	FL State Gross Receipts Tax		-1.36
	County Communications Services Tax		-1.49
	Total Toll/Other		**-59.78**

TOTAL 332.99

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	8/20	4.31
	850/327-4431		**Subtotal**	**4.31**
1	Frontier Road Work Recovery Surcharge			
		AUTOCH	8/20	.95
1	BHSI Fee Copper - Bus	AUTOCH	8/20	3.99
1	Carrier Cost Recovery Surcharge	AUTOCH	8/20	3.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	8/20	4.31
	850/327-6173		**Subtotal**	**13.24**
	Partial Month Charges			
	Simply Unlimited Term	PROMOTION	8/20 9/19	-25.00
	850/327-4431		**Subtotal**	**-25.00**
	Simply Unlimited Term	PROMOTION	8/20 9/19	-25.00
	850/327-6173		**Subtotal**	**-25.00**

Subtotal -32.45

CUSTOMER TALK

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $5498.50 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Beginning with your next bill, the Frontier Road Work Recovery Surcharge will increase to $1.25. Questions? Please contact customer service.

Frontier recommends that our business customers should adopt a policy of regular security audits on all service related premise equipment to protect their accounts. As an added security measure, we recommend routine updating of passwords and verification of call forwarding features. Questions? Contact your service representative or refer to frontier.com/corporate/terms

Date of Bill 9/20/18

New Charges Due Date 10/15/18

Account Number 850/327-6173 Total Amount Due $13,327.44

FIRE DEPARTMENT
WALNUT HILL - ATTN: B. APANN
6575 NW ST
PENSACOLA, FL 32505-1714

Amount Paid

325051714 0

2240508503276173031696000129944500133274 47

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 9/20/18

Previous Balance	12,994.45
Payments Received Thru 9/20/18	.00
Balance Forward	12,994.45
New Charges	332.99
Total Amount Due	$13,327.44

CURRENT BILLING SUMMARY
Local Service from 09/20/18 to 10/19/18

Qty	Description	850/327-6173.0 Charge
	Basic Charges	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Frontier Simply Unlimited	74.99
	Telephone Line-Business	
	Ftr Simply Unl Feat	
	Ftr Simply Unl LD	
	Federal Excise Tax	.02
	Federal USF Recovery Charge	4.38
	FCA Long Distance - Federal USF Surcharge	9.30
	FL State Communications Services Tax	8.05
	FL State Gross Receipts Tax	4.11
	County Communications Services Tax	4.50
2	FL Telecommunications Relay Service	.20
2	Escambia Co 911 Surcharge	.80
	Total Basic Charges	181.34
	Non Basic Charges	
	Broadband Ultra	124.99
	Bus Broadband Ultra Port	
	Bus Broadband Ultra Loop	
2	Additional Listing - Business	10.50
5	Directory Listing Extra Lines - Business	21.25
5	Foreign Exchange Listing - Business	30.00
	Other Charges-Detailed Below	13.56
	Federal Excise Tax	2.15
	FCA Long Distance - Federal USF Surcharge	1.54
	FL State Communications Services Tax	3.60
	FL State Gross Receipts Tax	1.84
	County Communications Services Tax	2.00
	Total Non Basic Charges	211.43

850/327-6173

Date of Bill 9/20/18

Toll/Other	
Other Charges-Detailed Below	3.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-8.25
FL State Communications Services Tax	-2.67
FL State Gross Receipts Tax	-1.36
County Communications Services Tax	-1.49
Total Toll/Other	-59.78
TOTAL	332.99

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	9/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge	AUTOCH	9/20	.95
1	BHSI Fee Copper - Bus	AUTOCH	9/20	3.99
1	Carrier Cost Recovery Surcharge	AUTOCH	9/20	3.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	9/20	4.31
	850/327-6173		Subtotal	13.24
	Partial Month Charges			
	Simply Unlimited Term	PROMOTION	9/20 10/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	9/20 10/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-32.45

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Detail of Frontier Com of America Charges

Toll charged to 850/327-4431
*****Start suppression of detail

Ref #	Date	Time	Min	*Type	Place and Number Called		Charge	
E 1	SEP 04	9:30P	.4	DD	BREWTON	AL (251)236-2988	.00	U
	850/327-4431					Subtotal	.00	

Subtotal Minutes: .4 ***REP LINE ONLY
*****Resume printing of detail
Legend Call Types:
DD - Day

Caller Summary Report

	Calls	Minutes	Amount
850/327-4431	1		.00
***Customer Summary	1		.00

Caller Summary Report

	Calls	Minutes	Amount
Intra-Lata	1		.00
***Customer Summary	1		.00

850/327-6173

Date of Bill 9/20/18

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $5632.60 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Frontier Communications and its affiliates (collectively "Frontier") would like to offer you products and services that best meet your needs by using information about services you have already purchased from Frontier. To do this, Frontier may use your customer proprietary network information (CPNI), which includes your current services, how you use them, and the related billing of those services to determine which new products or services might best meet your needs. Protecting the confidentiality of your CPNI is your right and our duty under federal law.

You may choose not to allow us to use your CPNI to offer you additional products or services, such as, long distance, High-Speed Internet, or bundled packages. If Frontier's use of your customer information for this purpose is acceptable to you, you do not need to take any action. Your consent to Frontier's use of your CPNI will be inferred after thirty (30) days. If you wish to restrict Frontier's use of your CPNI, you may call 1-877-213-1556 or visit www.frontier.com/cpni

Even if you consent to Frontier's use of your CPNI, as described above, you can change your mind at any time and contact customer service to make that change. Any restriction of Frontier's use of your CPNI will stay in effect until you notify us otherwise. If you choose to restrict access to your CPNI, your service will not be affected - you will continue to receive the same high quality services from Frontier. You should know that restricting Frontier's use of your CPNI will not eliminate all of our marketing contacts with you. You may still receive marketing contacts that are not based on your restricted CPNI. Frontier takes the privacy of customer information seriously and appreciates the opportunity to provide high quality communications services to you. Questions? Please contact customer service.

Beginning with your next bill, the Frontier Road Work Recovery Surcharge will increase to $1.25. Questions? Please contact customer service.

Beginning with your next bill, pay per use features Busy Redial, Call Return, Call Trace, and 3-Way Calling will increase by up to $1.40 per use. Questions? Please contact customer service.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732505FLLF-SFLBUSCX 0694NY 00000000450000332.99
NYNNNNNNNYNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 10/20/18

New Charges Due Date 11/13/18

Account Number 850/327-6173 Total Amount Due $13,509.40

FIRE DEPARTMENT
WALNUT HILL - ATTN: NORM ROBIN
SON
PENSACOLA, FL 32505-1714

Amount Paid

325051714 0

9240018503276173031696000133274400135094O7

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 10/20/18

Previous Balance	13,327.44
Payments Received Thru 10/20/18	.00
Balance Forward	13,327.44
New Charges	181.96
Total Amount Due	$13,509.40

CURRENT BILLING SUMMARY
Local Service from 10/20/18 to 11/19/18

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.90
	FCA Long Distance - Federal USF Surcharge		10.46
	FL State Communications Services Tax		8.15
	FL State Gross Receipts Tax		4.17
	County Communications Services Tax		4.54
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		183.22
	Non Basic Charges		
2	Additional Listing - Business		10.50
5	Directory Listing Extra Lines - Business		21.25
5	Foreign Exchange Listing - Business		30.00
	Other Charges-Detailed Below		19.86
	Partial Month Charges-Detailed Below		-33.33
	Federal Excise Tax		2.16
	FCA Long Distance - Federal USF Surcharge		1.74
	FL State Communications Services Tax		3.61
	FL State Gross Receipts Tax		1.85
	County Communications Services Tax		2.00
	Total Non Basic Charges		59.64

850/327-6173

Date of Bill 10/20/18

Toll/Other				
Other Charges-Detailed Below				3.99
Partial Month Charges-Detailed Below				-50.00
FCA Long Distance - Federal USF Surcharge				-9.26
FL State Communications Services Tax				-2.72
FL State Gross Receipts Tax				-1.40
County Communications Services Tax				-1.51
Total Toll/Other				-60.90
		TOTAL		181.96

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	10/20	4.31
1	Business Broadband Processing Fee	068981793	10/11	9.99
	850/327-4431		Subtotal	14.30
1	Frontier Road Work Recovery Surcharge	AUTOCH	10/20	1.25
1	Carrier Cost Recovery Surcharge	AUTOCH	10/20	3.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH	10/20	4.31
	850/327-6173		Subtotal	9.55
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	10/20 11/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	10/20 11/19	-25.00
	850/327-6173		Subtotal	-25.00
	Broadband Ultra	068981793	10/12 10/19	-33.33
	850/327-4431		Subtotal	-33.33
			Subtotal	-59.48

850/327-6173

Date of Bill 10/20/18

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $5767.99 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Beginning with your next bill, Additional Listing, Foreign Listing, Line of Information, Non-Listed, and Non-Published Listing will increase up to $1.00 per listing. Questions? Please contact customer service.

Beginning October 1, 2018, both the Federal Universal Service Fund (USF) Surcharge and the Frontier Long Distance (USF) surcharge are increasing to 20.1%. Questions? Please contact customer service.

Beginning with this bill, the Frontier Road Work Recovery Surcharge increased to $1.25. Questions? Please contact customer service.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732505FLLF-SFLBUSCX 0694NY 00000000450000181.96
NYNNNNNNNNNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 11/20/18

New Charges Due Date 12/14/18

Account Number 850/327-6173 Total Amount Due $13,723.46

FIRE DEPARTMENT
WALNUT HILL - ATTN: NORM ROBIN
SON
PENSACOLA, FL 32505-1714

Amount Paid

325051714 0

7240158503276173031696000135094000137234 67

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 11/20/18

Previous Balance	13,509.40
Payments Received Thru 11/20/18	.00
Balance Forward	13,509.40
New Charges	214.06
Total Amount Due	$13,723.46

CURRENT BILLING SUMMARY
Local Service from 11/20/18 to 12/19/18

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.90
	FCA Long Distance - Federal USF Surcharge		10.46
	FL State Communications Services Tax		8.15
	FL State Gross Receipts Tax		4.17
	County Communications Services Tax		4.54
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		183.22
	Non Basic Charges		
2	Additional Listing - Business		12.00
5	Directory Listing Extra Lines - Business		25.00
5	Foreign Exchange Listing - Business		32.50
	Other Charges-Detailed Below		9.87
	Federal Excise Tax		2.39
	FCA Long Distance - Federal USF Surcharge		1.74
	FL State Communications Services Tax		3.98
	FL State Gross Receipts Tax		2.04
	County Communications Services Tax		2.22
	Total Non Basic Charges		91.74

850/327-6173

Date of Bill 11/20/18

Toll/Other	
Other Charges-Detailed Below	3.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-9.26
FL State Communications Services Tax	-2.72
FL State Gross Receipts Tax	-1.40
County Communications Services Tax	-1.51
Total Toll/Other	-60.90
TOTAL	214.06

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	11/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge			
		AUTOCH	11/20	1.25
1	Carrier Cost Recovery Surcharge	AUTOCH	11/20	3.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	11/20	4.31
	850/327-6173		Subtotal	9.55
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	11/20 12/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	11/20 12/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-36.14

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Detail of Frontier Com of America Charges

Toll charged to 850/327-4431

*****Start suppression of detail

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge	
E	1 NOV	14 12:11P	1.7	DD	DAYTONABCH FL (386)795-2834	.00	U
	850/327-4431				Subtotal	.00	

Subtotal Minutes: 1.7 ***REP LINE ONLY

*****Resume printing of detail

Legend Call Types:
DD - Day

Caller Summary Report

	Calls	Minutes	Amount
850/327-4431	1	1	.00
***Customer Summary	1	1	.00

Caller Summary Report

	Calls	Minutes	Amount
Intrastate	1	1	.00
***Customer Summary	1	1	.00

850/327-6173

Date of Bill 11/20/18

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $5903.38 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Beginning with this bill, Additional Listing, Foreign Listing, Line of Information, Non-Listed, and Non-Published Listing will increase up to $1.00 per listing. Questions? Please contact customer service.

Beginning with this bill, pay per use features Busy Redial, Call Return, Call Trace, and 3-Way Calling will increase by up to $1.40 per use. Questions? Please contact customer service.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732505FLLF-SFLBUSCX 0694NY 00000000450000214.06
NYNNNNNNNNNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 12/20/18

New Charges Due Date 1/14/19

Account Number 850/327-6173 Total Amount Due $13,937.52

FIRE DEPARTMENT
WALNUT HILL - ATTN: NORM ROBIN
SON
PENSACOLA, FL 32505-1714

Amount Paid

325051714 0

6240598503276173031696000137234600139375 27

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 12/20/18

Previous Balance	13,723.46
Payments Received Thru 12/20/18	.00
Balance Forward	13,723.46
New Charges	214.06
Total Amount Due	$13,937.52

CURRENT BILLING SUMMARY
Local Service from 12/20/18 to 01/19/19

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.90
	FCA Long Distance - Federal USF Surcharge		10.46
	FL State Communications Services Tax		8.15
	FL State Gross Receipts Tax		4.17
	County Communications Services Tax		4.54
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		183.22
	Non Basic Charges		
2	Additional Listing - Business		12.00
5	Directory Listing Extra Lines - Business		25.00
5	Foreign Exchange Listing - Business		32.50
	Other Charges-Detailed Below		9.87
	Federal Excise Tax		2.39
	FCA Long Distance - Federal USF Surcharge		1.74
	FL State Communications Services Tax		3.98
	FL State Gross Receipts Tax		2.04
	County Communications Services Tax		2.22
	Total Non Basic Charges		91.74

850/327-6173

Date of Bill 12/20/18

Toll/Other	
Other Charges-Detailed Below	3.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-9.26
FL State Communications Services Tax	-2.72
FL State Gross Receipts Tax	-1.40
County Communications Services Tax	-1.51
Total Toll/Other	-60.90
TOTAL	214.06

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	12/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge			
		AUTOCH	12/20	1.25
1	Carrier Cost Recovery Surcharge	AUTOCH	12/20	3.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	12/20	4.31
	850/327-6173		Subtotal	9.55
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	12/20 1/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	12/20 1/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-36.14

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Detail of Frontier Com of America Charges

Toll charged to 850/327-4431
*****Start suppression of detail

Ref #	Date	Time	Min	*Type	Place and Number Called	Charge	
E 1	DEC 15	6:11P	.3	DD	CRESTVIEW FL (850)758-6967	.00	U
E 2	DEC 15	6:11P	.3	DD	CRESTVIEW FL (850)758-6967	.00	U
E 3	DEC 15	6:11P	.3	DD	CRESTVIEW FL (850)758-6967	.00	U
E 4	DEC 16	1:26P	.3	DD	CRESTVIEW FL (850)758-6967	.00	U
E 5	DEC 16	1:27P	.4	DD	CRESTVIEW FL (850)758-6967	.00	U
E 6	DEC 16	1:27P	.3	DD	CRESTVIEW FL (850)758-6967	.00	U
E 7	DEC 16	1:29P	.3	DD	CRESTVIEW FL (850)758-6967	.00	U
E 8	DEC 19	11:33A	4.3	DD	CRESTVIEW FL (850)902-1876	.00	U
E 9	DEC 19	8:34P	.9	DD	CRESTVIEW FL (850)758-6967	.00	U
	850/327-4431				Subtotal	.00	

Subtotal Minutes: 7.4 ***REP LINE ONLY
*****Resume printing of detail
Legend Call Types:
DD - Day

Caller Summary Report

	Calls	Minutes	Amount
850/327-4431	9	7	.00
***Customer Summary	9	7	.00

Caller Summary Report

	Calls	Minutes	Amount
Intrastate	9	7	.00
***Customer Summary	9	7	.00

850/327-6173

Date of Bill 12/20/18

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $6038.77 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Beginning with your next bill, the Carrier Cost Recovery Surcharge will increase to $4.99.
Questions? Please contact customer service.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732505FLLF-SFLBUSCX 0694NY 00000000450000214.06
NYNNNNNNNNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 1/20/19

New Charges Due Date 2/13/19

Account Number 850/327-6173 Total Amount Due $14,152.83

FIRE DEPARTMENT
WALNUT HILL - ATTN: NORM ROBIN
SON
PENSACOLA, FL 32505-1714

Amount Paid

325051714 0

9240998503276173031696000139375200141528 37

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 1/20/19

Previous Balance	13,937.52
Payments Received Thru 1/20/19	.00
Balance Forward	13,937.52
New Charges	215.31
Total Amount Due	$14,152.83

CURRENT BILLING SUMMARY
Local Service from 01/20/19 to 02/19/19

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.88
	FCA Long Distance - Federal USF Surcharge		10.40
	FL State Communications Services Tax		8.15
	FL State Gross Receipts Tax		4.17
	County Communications Services Tax		4.52
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		183.12
	Non Basic Charges		
2	Additional Listing - Business		12.00
5	Directory Listing Extra Lines - Business		25.00
5	Foreign Exchange Listing - Business		32.50
	Other Charges-Detailed Below		9.87
	Federal Excise Tax		2.39
	FCA Long Distance - Federal USF Surcharge		1.72
	FL State Communications Services Tax		3.98
	FL State Gross Receipts Tax		2.04
	County Communications Services Tax		2.22
	Total Non Basic Charges		91.72

850/327-6173

Date of Bill 1/20/19

Toll/Other	
Other Charges-Detailed Below	4.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-9.00
FL State Communications Services Tax	-2.67
FL State Gross Receipts Tax	-1.37
County Communications Services Tax	-1.48
Total Toll/Other	-59.53
TOTAL	215.31

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates		
1	Multi-Line Business Federal Pre-Subscribed Line Charge				
		AUTOCH	1/20		4.31
	850/327-4431		Subtotal		4.31
1	Frontier Road Work Recovery Surcharge				
		AUTOCH	1/20		1.25
1	Carrier Cost Recovery Surcharge	AUTOCH	1/20		4.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge				
		AUTOCH	1/20		4.31
	850/327-6173		Subtotal		10.55
Partial Month Charges					
	Simply Unlimited Term	PROMOTION	1/20	2/19	-25.00
	850/327-4431		Subtotal		-25.00
	Simply Unlimited Term	PROMOTION	1/20	2/19	-25.00
	850/327-6173		Subtotal		-25.00
			Subtotal		-35.14

850/327-6173

Date of Bill 1/20/19

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $6175.41 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

As of January 1, 2019, the Carrier Cost Recovery Surcharge was increased to $4.99. Questions? Please contact customer service.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732505FLLF-SFLBUSCX 0694NY 00000000450000215.31
NYNNNNNNNNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 2/20/19

New Charges Due Date 3/16/19

Account Number 850/327-6173 Total Amount Due $14,368.14

FIRE DEPARTMENT
WALNUT HILL - ATTN: NORM ROBIN
SON
PENSACOLA, FL 32505-1714

Amount Paid

325051714 0

4240968503276173031696000141528300143681 47

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 2/20/19

Previous Balance	14,152.83
Payments Received Thru 2/20/19	.00
Balance Forward	14,152.83
New Charges	215.31
Total Amount Due	$14,368.14

CURRENT BILLING SUMMARY
Local Service from 02/20/19 to 03/19/19

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.88
	FCA Long Distance - Federal USF Surcharge		10.40
	FL State Communications Services Tax		8.15
	FL State Gross Receipts Tax		4.17
	County Communications Services Tax		4.52
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		183.12
	Non Basic Charges		
2	Additional Listing - Business		12.00
5	Directory Listing Extra Lines - Business		25.00
5	Foreign Exchange Listing - Business		32.50
	Other Charges-Detailed Below		9.87
	Federal Excise Tax		2.39
	FCA Long Distance - Federal USF Surcharge		1.72
	FL State Communications Services Tax		3.98
	FL State Gross Receipts Tax		2.04
	County Communications Services Tax		2.22
	Total Non Basic Charges		91.72

850/327-6173

Date of Bill 2/20/19

Toll/Other	
Other Charges-Detailed Below	4.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-9.00
FL State Communications Services Tax	-2.67
FL State Gross Receipts Tax	-1.36
County Communications Services Tax	-1.49
Total Toll/Other	-59.53
TOTAL	215.31

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates		
1	Multi-Line Business Federal Pre-Subscribed Line Charge				
		AUTOCH	2/20		4.31
	850/327-4431		Subtotal		4.31
1	Frontier Road Work Recovery Surcharge				
		AUTOCH	2/20		1.25
1	Carrier Cost Recovery Surcharge	AUTOCH	2/20		4.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge				
		AUTOCH	2/20		4.31
	850/327-6173		Subtotal		10.55
Partial Month Charges					
	Simply Unlimited Term	PROMOTION	2/20	3/01	-10.00
	Simply Unlimited Term	PROMOTION	3/02	3/19	-15.00
	850/327-4431		Subtotal		-25.00
	Simply Unlimited Term	PROMOTION	2/20	3/02	-10.83
	Simply Unlimited Term	PROMOTION	3/03	3/19	-14.17
	850/327-6173		Subtotal		-25.00
			Subtotal		-35.14

==========

Detail of Frontier Com of America Charges

Toll charged to 850/327-6173
*****Start suppression of detail

	Ref #	Date	Time	Min	*Type	Place and Number Called	Charge	
E	1	JAN 30	12:58A	1.0	DD	EMMITSBURG MD (301)447-1201	.00	U
	850/327-6173					Subtotal	.00	

Subtotal Minutes: 1.0 ***REP LINE ONLY
*****Resume printing of detail
Legend Call Types:
DD - Day

Caller Summary Report

	Calls	Minutes	Amount
Main Number	1	1	.00
***Customer Summary	1	1	.00

Caller Summary Report

	Calls	Minutes	Amount
Interstate	1	1	.00
***Customer Summary	1	1	.00

850/327-6173

Date of Bill 2/20/19

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $6312.05 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732505FLLF-SFLBUSCX 0694NY 00000000450000215.31
NYNNNNNNNNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

Date of Bill 3/20/19

New Charges Due Date 4/15/19

Account Number 850/327-6173 Total Amount Due $14,583.45

FIRE DEPARTMENT
WALNUT HILL - ATTN: NORM ROBIN
SON
PENSACOLA, FL 32505-1714

Amount Paid

325051714 0

6240648503276173031696000143681400145834 57

www.frontier.com
Business 1-800-921-8102

Account Number 850/327-6173 Date of Bill 3/20/19

Previous Balance	14,368.14
Payments Received Thru 3/20/19	.00
Balance Forward	14,368.14
New Charges	215.31
Total Amount Due	$14,583.45

CURRENT BILLING SUMMARY
Local Service from 03/20/19 to 04/19/19

Qty	Description	850/327-6173.0	Charge
	Basic Charges		
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Frontier Simply Unlimited Telephone Line-Business Ftr Simply Unl Feat Ftr Simply Unl LD		74.99
	Federal Excise Tax		.02
	Federal USF Recovery Charge		4.88
	FCA Long Distance - Federal USF Surcharge		10.40
	FL State Communications Services Tax		8.15
	FL State Gross Receipts Tax		4.17
	County Communications Services Tax		4.52
2	FL Telecommunications Relay Service		.20
2	Escambia Co 911 Surcharge		.80
	Total Basic Charges		183.12
	Non Basic Charges		
2	Additional Listing - Business		12.00
5	Directory Listing Extra Lines - Business		25.00
5	Foreign Exchange Listing - Business		32.50
	Other Charges-Detailed Below		9.87
	Federal Excise Tax		2.39
	FCA Long Distance - Federal USF Surcharge		1.72
	FL State Communications Services Tax		3.98
	FL State Gross Receipts Tax		2.04
	County Communications Services Tax		2.22
	Total Non Basic Charges		91.72

850/327-6173

Date of Bill 3/20/19

Toll/Other	
Other Charges-Detailed Below	4.99
Partial Month Charges-Detailed Below	-50.00
FCA Long Distance - Federal USF Surcharge	-9.00
FL State Communications Services Tax	-2.67
FL State Gross Receipts Tax	-1.37
County Communications Services Tax	-1.48
Total Toll/Other	-59.53
TOTAL	215.31

** ACCOUNT ACTIVITY **

Qty	Description	Order Number	Effective Dates	
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	3/20	4.31
	850/327-4431		Subtotal	4.31
1	Frontier Road Work Recovery Surcharge			
		AUTOCH	3/20	1.25
1	Carrier Cost Recovery Surcharge	AUTOCH	3/20	4.99
1	Multi-Line Business Federal Pre-Subscribed Line Charge			
		AUTOCH	3/20	4.31
	850/327-6173		Subtotal	10.55
Partial Month Charges				
	Simply Unlimited Term	PROMOTION	3/20 4/19	-25.00
	850/327-4431		Subtotal	-25.00
	Simply Unlimited Term	PROMOTION	3/20 4/19	-25.00
	850/327-6173		Subtotal	-25.00
			Subtotal	-35.14

850/327-6173

Date of Bill 3/20/19

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of $6448.69 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

RETURN: Frontier Communications
P.O. Box 5157
Tampa, FL 33675

REMITTANCE: FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407

CDPIALBBA85085032732505FLLF-SFLBUSCX 0694NY 00000000450000215.31
NYNNNNNNNNNNNNNNNNNNNNNNNNNNN 1-800-921-8102

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16204 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 06/06/2019
Issue: EMS Billing Assistance
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning EMS Billing Assistance - John Dosh, Interim Public Safety Director

That the Board choose one of the following options concerning EMS billing assistance:

A. Approve and authorize the Interim County Administrator to sign the Agreement between Escambia County, Florida, and Fire Recovery EMS, per the terms and conditions of PD 18-19.055, EMS Billing Assistance, at a rate of $22.50 per processed claim, with an estimated contract amount of $180,000 - $200,000 for the processing of all outstanding claims within the next 100 days, with no additional training required; or

B. Approve and authorize the issuance of a Purchase Order to Blue Arbor in the amount of $100,000, for the temporary employment of additional Medical Records Technicians to assist the EMS Billing Department with the processing of all outstanding claims. These temporary employees will require additional training, which could delay the completion of the billing process for outstanding claims beyond the end of this Fiscal Year.

[Funding: Fund 408, Emergency Medical Service Fund, Cost Center 330603, Object Code 53401]

BACKGROUND:

As a result of changing Software providers for EMS Operations, the EMS Billing Department has a back-log of outstanding claims. In order to process all outstanding claims prior to the end of this fiscal year, the EMS Billing Department requires the assitance of additional manpower.

Under the terms of the proposed Agreement, Fire Recovery EMS would process all outstanding claims at at rate of $22.50 per claim with an estimated contract amount of $180,000-$200,000 for the processing of 8,000-10,000 claims. The Agreement provides for term of 100 days to allow 10 days for the contractor ro gain remote access to the County's software, 90 days for the processing of all outstanding . The contractor must has significant experience with the billing and coding process and is familiar with the EMS billing software. The Contractor would complete the processing of all claims prior to the end of this fiscal year without the need for additional training.

The proposed Agreement was previously dropped from the 5/16/19 BCC agenda and the Board directed staff to research other options for EMS billing assistance.

In the alternative, additional staff may be temporarily employed through Blue Arbor to assist the EMS Billing Department with the processing of all outstanding claims. These temporary employees will require additional training, which may delay the completion of the billing process for all outstanding claims beyond the end of this fiscal year.

BUDGETARY IMPACT:

Funding: Fund 408, Emergency Medical Service Fund, Cost Center 330603, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Senior Assistant County Attorney Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Escambia County Code of Ordinances, Chapter 45, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and Purchase Order.

Attachments

Agreement

AGREEMENT RELATING TO BILLING ASSISTANCE FOR THE DIVISION OF EMERGENCY MEDICAL SERVICES (PD 18-19.055)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, with an administrative office located at 221 Palafox Place, Pensacola, Florida 32502, and Fire Recovery EMS, a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 90-0947410, whose principal address is 3223 North Wilke Road, Arlington Heights, IL 60004 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on April 11, 2019, the County issued an Invitation to Bidders (PD 18-19.055) seeking a contractor to provide billing assistance for Escambia County Emergency Medical Services, a division of the Department of Public Safety; and

WHEREAS, in response to the solicitation, the Contractor submitted the sole bid, but the bid was deemed non-responsive due to a lack of conformity with the requirements of the solicitation because the Contractor failed to execute the contractual services acknowledgement binding the bidder's offer as required by Sec. 46-83(e) of the Escambia County Purchasing Ordinance; and

WHEREAS, the County has determined it is in the best interest of the citizens of Escambia County to waive the formal procurement requirements of the Purchasing Ordinance and procure this service using the most effective and expeditious procurement methods; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such service 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. Following execution of the Agreement, the term of this Agreement shall commence upon the issuance of a notice to proceed from the County and continue for a term of 100 calendar days, to include 10 calendar days to establish a remote connection to the County's billing software and 90 calendar days for processing claims.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid, EMS Billing Assistance, Specification No. P.D. 18-19.055*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibits referenced in this Agreement, the terms of this Agreement will prevail.

4. Compensation. Contractor agrees to accept as payment in full for billing services referenced in Section 3 above the sum of $22.50 per claim that is successfully processed.

5. Method of Payment/Billing. Contractor will be paid on a per claim basis as set forth above after remitting all payments received to the County in the manner provided in this Agreement.

Contractor may request payment from County by the submission of a properly executed original invoice 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 for cause or convenience at any time during the term of the Agreement. In the event of termination, 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.

7. Indemnification. The Contractor agrees to hold 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, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or 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) Professional Liability with $1,000,000 per occurrence minimum limits; and

(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.

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 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 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. 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 will be made to each party as follows:

To: Fire Recovery EMS	To: Escambia County
Attention: Pat Mannix	Attention: County Administrator
3223 N. Wilke Road	221 Palafox Place, Suite 420
Arlington Heights, IL 60004	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, will be deemed to be receipt of the notice sent. Any party will 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 will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will 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. Confidentiality. All information not subject to disclosure under the Public Records Act that is acquired by Contractor in the course of performing services under this Agreement shall be confidential and shall not be open to examination for any purpose without prior approval of County.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA). Contractor shall at all times maintain appropriate licensing, certification, and registration while performing services pursuant to this Agreement.

16. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

17. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

18. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

19. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will 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 will 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 either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

20. Authority. Each 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 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

By: _____
Interim County Administrator

Witness: _____

Date: _____

Witness: _____

BCC Approved: _____

CONTRACTOR: FIRE RECOVERY EMS

By: _____
Pat Mannix, President

Witness: _____

Date: _____

Witness: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-22-2019

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4806.

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/Proposal Solicitation, Offer and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: https://myescambia.com/our-services/purchasing
Click on **SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in
    Florida go to the Department of State, Division of Corporations,
    URL: http://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 judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.055, " EMS BILLING ASSISTANCE", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Scope of Work:**

EMS Billing Assistance

Escambia County is soliciting proposal(s) for EMS Billing Services for the processing of 8,000. The initial term of this agreement will be 100 days to include 90 days of processing claims and 10 days of gaining remote access to Escambia County's Billing Software.

The county is soliciting proposals for a contract with a highly qualified provider for EMS Billing Services. Unless otherwise stated, all specifications listed are minimum requirements.

The County currently utilizes Zoll software for EMS billing and ESO for the ePCR.

Proposals must provide all services related to EMS billing.

The Request for Proposal will be the basis for the EMS Billing Contract.

The County prefers a provider with significant EMS and Zoll billing experience.

EMS Billing Expectations

The selected vendor is required to provide all necessary ambulance billing services meeting the following requirements:

- The contractor must currently have or obtain remote access with Escambia County and must have significant experience and knowledge of the billing and coding with the respondent's billing software.
- Contractor must have a process for evaluating and addressing outstanding accounts receivable.
- The contractor will be required to generate and manage billing for up to 8000 calls.
- Will be HIPAA compliant meeting all State and Federal confidentiality, security, and transaction coding requirements.

- The contractor must provide support during normal business hours by phone.
- The contractor must be able to work remotely in the Escambia County Billing system to provide data entry and coding.
- The contractor will enter insurance information or look up patient in:
  - LexisNexis
  - Hospital Database
  - Availity
  - Florida Medicaid
  - Tricare for Life
  - Humana Tricare
  - Aetna Better Health (Medicaid)
  - AARP
  - United Healthcare
  - VA
  - Coventry
  - UMR
  - Medicare
- The contractor will be subject to the County's annual fiscal year audit.
- The contractor will be required to sign and execute Business Associate Agreement

Escambia County will provide up to 6 licenses to be able to bill with our Zol

Escambia County will not provide computers, internet service, nor office space. It is expected that the entity work remotely within Escambia County's network and they already have access to the above mentioned insurance portals.

3. **Questions**

Questions may be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, E-mail: abroggenbuc@myescambia.com. Last day for questions will be April 29, 2019 at 5:00p.m., CST.

4. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form, which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

6. **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.

7. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

8. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

9. **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.

10. **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.)

11. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

12. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor’s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, 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.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the liability and business auto policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Buzz Roggenbuck, Senior Purchasing Coordinator
   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.

13. **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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16165 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Discussion**
Meeting Date: 06/06/2019
Issue: Memorandum of Agreement - Regional Advanced Traffic Management System and Transportation Management Center Stakeholder Allocation
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Discussion of a Memorandum of Agreement Relating to the Development, Operation, and Maintenance of a Regional Advanced Traffic Management System and Regional Transportation Management Center - Joy Jones, P.E., Engineering Department Director

That the Board discuss approving and authorizing the Chairman to sign the Memorandum of Agreement for the Unified Development, Operation, and Maintenance and Stakeholder Allocation of a Regional Advanced Traffic Management System (ATMS) and a Regional Transportation Management Center (TMC).

[Funding Source: If the Board of County Commissioners (BCC) is willing to entertain the MOA, they will also need to determine a funding source for Escambia County's proportionate share, estimated to be $491,506.85 annually]

BACKGROUND:

A Regional Advanced Traffic Management System (RATMS) consists of advanced communication technologies integrated into transportation infrastructures such as traffic control systems, monitoring/detection subsystems, and motorist information designed to maximize the use of existing transportation systems. The RATMS includes the computerized signal systems and certain Intelligent Transportation System (ITS) components including communications and networking, traffic signals, dynamic message signs, closed-circuit television video monitoring, incident detection, data collection and monitoring system, traffic operations center, regional center-to-center communications, and a

public information portal.

The benefits of this RATMS include improved safety, air quality mitigation, congestion mitigation, emergency response, regional growth adaptability, improved evacuations abilities, system security, transportation agency operations, and reduced operations and maintenance costs by providing capabilities to remotely troubleshoot hardware and traffic operations before sending a technician to a traffic signal.

The FL-AL Transportation Planning Organization (TPO) has designated the Escambia/Santa Rosa Regional ATMS Project as its first priority in the FL-AL TPO's Project Priority list.

On September 8, 2010, through Resolution FL-AL 10-37, the Florida-Alabama TPO approved the Regional Intelligent Transportation System (ITS) Plan, which includes the Florida-Alabama TPO, Okaloosa-Walton TPO, and Bay County TPO regions. An ITS Technical Working Group was created to oversee the ITS implementation efforts in Escambia and Santa Rosa Counties. The Escambia-Santa Rosa ITS Working Group, representatives from Escambia and Santa Rosa Counties, the City of Milton, the City of Gulf Breeze, the City of Pensacola, Emerald Coast Regional Council (ECRC) formally known as West Florida Regional Council, and Florida Department of Transportation (FDOT), meets monthly, working together to ensure the ITS system is comprehensive and includes a funding plan for the implementation and operation of a regional Advance Traffic Management System (ATMS), a regional Traffic Management Center (TMC), and related infrastructure.

In 2015, funded by FDOT and TPO box funds, Escambia County entered into a continuing professional services contract with an engineering consultant to provide general traffic engineering operation and management services including signal retiming, transportation engineering, planning, and other support services for Escambia and Santa Rosa Counties. In general, the consultant serves as an extension of staff for traffic engineering related services for the region.

On September 12, 2018, the TPO approved Resolution FL-AL 18-31, which states that the TPO agrees to be the lead agency in the development of a Regional Traffic Management Center (RTMC) and Regional ATMS build out for the on-system roadways within the TPO area, and that the TPO agrees to obligate 90% of the Federal Urbanized funds in Fiscal Year 2023-2024 towards the development of the RTMC and on-system Regional ATMS improvements. The Resolution also stated that the TPO intends to obligate an additional 90% of allocated Federal Urbanized funds in Fiscal Year 2024-2025 towards the development of the TMC and on-system ATMS improvements and that it intends to utilize additional signal maintenance funding and TPO Federal Urbanized funds for operations and maintenance of the built, on-system Regional ATMS for

subsequent years thereafter. The resolution affirms that the TPO will continue to work with local governments to encourage the development and tie-in of local off-system ATMS improvements and expansion of the system. The TPO took this action in order to send a unified voice of support for this regional project.

In an effort to be the lead agency and to include all of the TPO area, on April 11, 2019, the TPO published a Request for Qualifications (RFQ) for a new professional services contract to exist between the FL-AL TPO and a firm to provide general traffic engineering operation and management services for the entire Florida-Alabama TPO area, and redirect the box funds through the TPO to support the contract. A selection committee was also established to review and rank all proposals.

This MOA is the next step in this process, allowing TPO to work with the local stakeholders with regards to their contribution. ECRC staff and the TPO met with the directors of the District 3 FDOT who are looking for the stakeholders in the region to show their willingness to contribute their proportionate share to the budget for operation of this RATMS via the RTMC.

Escambia County's proportionate share is estimated to be $491,506.85 annually.

BUDGETARY IMPACT:

If the Board of County Commissioners (BCC) is willing to entertain the MOA, they will also need to determine a funding source for Escambia County's proportionate share, estimated to be $491,506.85 annually

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Sr. Assistant County Attorney, has reviewed and signed off on the Memorandum of Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Staff will continue to work with ECRC regarding the MOA to ensure that they receive the approved MOA, or will coordinate another meeting with the BCC to discuss and deliberate.

Attachments

Memorandum of Agreement
ATMS Presentation

MEMORANDUM OF AGREEMENT RELATING TO THE DEVELOPMENT, OPERATION, AND MAINTENANCE OF A REGIONAL ADVANCED TRAFFIC MANAGEMENT SYSTEM AND REGIONAL TRANSPORTATION MANAGEMENT CENTER

THIS MEMORANDUM OF AGREEMENT is entered into by and between the Florida-Alabama Transportation Planning Organization, the designated Metropolitan Planning Organization for the Pensacola, FL-AL Urbanized Area (hereinafter referred to as "FL-AL TPO and/or Lead Agency") and Escambia County, a political subdivision of the State of Florida, Santa Rosa County, a political subdivision of the State of Florida, the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, the City of Milton, a municipal corporation created and existing under the laws of the State of Florida, and the City of Gulf Breeze, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to collectively as "Participating Agencies").

WITNESSETH:

WHEREAS, a regional Advanced Traffic Management System (RATMS) consists of advanced communication technologies integrated into transportation infrastructure such as traffic control systems, monitoring/detection subsystems, and motorist information designed to maximize the use of existing transportation systems; and

WHEREAS, a RATMS includes computerized signal systems and certain Intelligent Transportation System (ITS) components, including communications and networking, traffic signals, dynamic message signs (DMS), closed-circuit television (CCTV) video monitoring, incident detection, data collection and monitoring system, traffic operations center, regional center-to-center communications, and a public information portal; and

WHEREAS, the benefits of a RATMS include improved safety, air quality mitigation, congestion mitigation, emergency response, regional growth adaptability, evacuations, system communications, cross-jurisdictional traffic flow, integration of transportation systems, regional security, transportation agency operations, as well as reduced operation and maintenance costs by providing capabilities to remotely troubleshoot hardware and traffic operations before sending a technician to a traffic signal; and

WHEREAS, the development of ITS components such as ATMS, Advanced Traveler Information, and Emergency Management Systems is an effective and efficient method to improve public safety, reduce fuel consumption, and reduce traffic congestion; and

WHEREAS, the FL-AL TPO has designated the Escambia/Santa Rosa Regional ATMS Project as its first priority in the FL-AL TPO 's Fiscal Year 2017 - 2021 Project Priority List; and

WHEREAS, the Escambia-Santa Rosa ITS Technical Working Group comprised of technical staff from Escambia County, Santa Rosa County, the City of Pensacola, the City of Milton, the City of Gulf Breeze, the Emerald Coast Regional Council (ECRC), and the Florida Department of Transportation (FDOT) has been formed to provide oversight for implementation of the Escambia-Santa Rosa regional ITS improvements; and

WHEREAS, in 2017, the Escambia-Santa Rosa RATMS Feasibility Study and Implementation Plan project was completed by the FDOT; and

WHEREAS, the Escambia-Santa Rosa RATMS Feasibility Study and Implementation Plan defines a comprehensive plan to update and modernize traffic management tools and capabilities to prepare and assist the local agencies to meet their increasingly complex future transportation

challenges, and the Implementation Plan will serve as a blueprint for the modernization of the Escambia County and Santa Rosa County transportation systems; and

WHEREAS, the FL-AL TPO and the Participating Agencies agree that the joint development, operation, and maintenance of a RATMS and a regional Transportation Management Center (RTMC) will ultimately result in more cost-effective management of traffic within Escambia County and Santa Rosa County; and

WHEREAS, the FL-AL TPO and the Participating Agencies desire to develop the unified operation of a RATMS at a RTMC to provide enhanced benefits to the public by streamlining communication and interagency coordination; and

WHEREAS, in 2016, the Participating Agencies unanimously passed resolutions of support for the creation of a unified RTAMS and RTMC; and

WHEREAS, on August 8, 2018, the FL-AL TPO passed Resolution FL-AL 18-18, supporting the allocation of funds in the Transportation Improvement Program (TIP) priority list and Resolution FL-AL18-31, supporting the FL-AL TPO as the Lead Agency for development of a RATMS and RTMC; and

WHEREAS, on September 12, 2018, the FL-AL TPO passed Resolution 18-31, agreeing: 1) to serve as the Lead Agency in the development of a RTMC and RATMS build out for the on-system roadways within the FL-AL TPO area; 2) to obligate 90% of the Federal Urbanized (SU) funds in Fiscal Year 2023-2024 towards the development of the RTMC and on-system Regional ATMS improvements; 3) to obligate an additional 90% of allocated Federal Urbanized (SU) funds in Fiscal Year 2024-2025 towards the development of the RTMC and on-system RATMS improvements; 4) to utilize additional signal maintenance funding and FL-AL TPO Federal Urbanized (SU) funds for operation and maintenance of the built, on-system Regional ATMS for subsequent years thereafter; and 5) to continue working with local governments to encourage the development and tie-in of local off-system ATMS improvements and expansion of the system; and

WHEREAS, the FL-AL TPO, as the Lead Agency, plans to request that the FDOT fund and administer the design and construction of the Escambia-Santa Rosa RATMS and RTMC; and

WHEREAS, the FL-AL TPO and the Participating Agencies desire to enter into an agreement relating to the operation and maintenance of the Escambia-Santa Rosa RATMS-RTMC.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived from this Memorandum of Agreement, the parties agree as follows:

1. Recitals. The recitals contained in the preamble are true and correct and incorporated herein by reference.

2. Purpose. The purpose of this Agreement is to establish the roles and responsibilities of the Lead Agency and the Participating Agencies relating to the development, operation, and maintenance of the Escambia-Santa Rosa RATMS and RTMC.

3. Scope. The RATMS will include the design and installation of ITS field elements, which include dynamic message signs (DMS), closed circuit television (CCTV) cameras, microwave detection, and fiber optic communications cable and transmission equipment throughout Escambia and Santa Rosa County. The RTMC will include designated office space for the Participating Agencies' Traffic Engineering Staff and will house monitoring and control capabilities of ITS components and the staff necessary to operate these systems.

3.1 Design and Construction Phase. The parties anticipate the FDOT will determine the roles and responsibilities of the Lead Agency and the Participating Agencies during the design and construction phase of the RATMS and RTMC and anticipate that the FDOT will be responsible for the development, procurement, award and management of all design and construction related contracts. The implementation plan will be to expand the existing ATMS Phase I and establish a region-wide communications network and include key upgrades for intersections throughout the region with new controllers, cabinets, and cameras. Then follow as a complete build-out of the system by constructing an RTMC for collocated operations and adding additional ITS devices along system corridors. RTMC construction can be scheduled at a point where corridor-based expansion and number of intersections managed clearly warrants additional space for expanded staff requirements.

3.2 Operation and Maintenance. Representatives from the Lead Agency and Participating Agencies who are responsible for RATMS operation and maintenance will develop and maintain standard operating procedures, make operational and maintenance decisions, and staff the RTMC. Operation of the RATMS shall be monitored and controlled by the Lead Agency from the RTMC, which will house the Lead Agency's staff and consultant(s), personnel from the Participating Agencies and the FDOT, and law enforcement representatives. RTMC staff will have connectivity and the ability to monitor cameras and other system devices. Participating Agency personnel will be granted read-write and priority control permissions for equipment within their jurisdictions.

3.2.1 The roles and responsibilities of the Lead Agency shall include:

- Developing traffic signal timing plans to facilitate cross-jurisdictional traffic flow;
- Providing a forum for discussing the region's traffic signal operations issues;
- Identifying and establishing priorities, corridors of significance, and performance goals and measures of the region's traffic signals;
- Facilitating the deployment of advanced traffic management concepts and control strategies;
- Providing consistency in signal timing practices between agencies; and
- Providing outreach to the public and decision makers.

3.2.2 The Lead Agency will use consultant(s) to fully or partially conduct operations and maintenance of the RATMS and RTMC. The consultant services contract may include the following:

- Overseeing the design and construction of the RATMS and RTMC;
- Expectations for communications among, meetings with, and solicitations of input from the local entities and other stakeholders impacted by the project(s);
- Data collection roles and responsibilities;
- Acceptable processes and procedures for analyzing existing conditions;
- Permitted tools and techniques for analyzing and optimizing corridor-level traffic signal operations;
- Acceptable processes and procedures for developing optimal initial and actuated timing plan settings;

- Requirements for developing coordination timing plans;
- Expectations for assisting in the deployment and fine-tuning of implemented signal timings;
- Before-and-after evaluation roles and responsibilities;
- Expected type and schedule for deliverables; and
- Regulatory restrictions, insurance requirements, and other legally binding language specific to the contracting agency.

3.2.3 RTMC staff responsible for the RATMS operations and maintenance will also be responsible for signal timing modifications, evaluating any system or signal malfunctions, and coordinating and communicating the repair of any deficiencies found with the ITS communications system or the individual signals with the relevant Participating Agency. Signal maintenance and repairs will be the responsibility of each Participating Agency according to the Agency's Signal Maintenance and Compensation Agreement with the FDOT.

3.2.4 Prior to completion of the RTMC, control and operation of RATMS field devices will occur at either the Escambia County Traffic Signal Operations Center (TSOC) or the City of Pensacola TSOC. Secure remote access can be provided from the County and City TSOCs to Santa Rosa County, City of Milton, and City of Gulf Breeze for system monitoring and operation of field devices.

3.2.5 RTMC staff will be responsible for configuration, operation, maintenance, and placement of the RATMS network infrastructure, from the core network devices in the primary control center to the network demarcation point in each connected roadside cabinet throughout the region. The network demarcation point in each cabinet is typically a managed field Ethernet switch (MFES). The network infrastructure includes fiber optic cables, conduits, pull-boxes, splice boxes, aerial and underground splice closures, and all other components associated with the RATMS WAN. RTMC staff will also be responsible for the configuration, operation, and maintenance of the following field devices throughout the region: traffic data detection systems, probe data detection systems, CCTV cameras, MFESs, device servers, digital video encoders, media converters, and DMSs. These field devices are commonly categorized as ITS devices.

3.2.6 The Lead Agency and all Participating Agencies anticipate that the FDOT District Three RTMC operators will monitor and operate FDOT assets and view RATMS information.

3.2.7 RATMS user types and profiles include the following**:**

RATMS Operators – This user has access and control of ITS devices to monitor and manage traffic flow on arterial corridors and local roads throughout the region. The operator will be able to operate Pan Tilt Zoom (PTZ) cameras, post messages to DMS, ensure the traffic signal control system is working properly, and gather data collected by the vehicle detection system. The operator will also verify the overall health of the system and dispatch maintenance crews to devices that are not functioning properly. The operator will assist emergency response teams to decrease response times and manage traffic while incidents are cleared. ATMS operators have the capability to view traffic and receive travel time information to help determine recommended routes for responders as well as guide and direct motorists in the

impacted area.

Traffic Analysts and Traffic Operation Engineers – Traffic analysts and operation engineers analyze and use ITS data to make decisions in real-time as well as plan for future roadway and safety projects. The data gathered by ITS can be used to support decisions regarding roadway and safety improvements and quantify increases or decreases in roadway system performance resulting from many factors.

RATMS Field Maintenance Personnel (Electronic Technicians) – This user is responsible for maintaining ITS field devices and minimizing device and system downtime. This user will routinely access ITS devices, network equipment, and RATMS network to verify proper operation and repair or replace equipment that is not functioning properly. In addition, they will be responsible for implementing updates to field equipment, device installation/integration, and the overall upkeep of the networks and devices that comprise the RATMS. Field maintenance personnel will work to ensure the fiber optic network is functioning properly, free from damage.

RATMS Network Support Personnel – RATMS network support personnel will ensure that the overall RATMS network, including network devices, servers, computers, software, RTMC equipment, and other system components are functioning properly. They will also be responsible for maintaining system documentation, applying updates to RTMC servers and computers, establishing and maintaining network policies and procedures in accordance with best practices and local agency requirements, and coordinating with local agency and third-party information technology staff, as necessary.

3.3 Current Signal Maintenance Responsibilities. The Participating Agencies shall continue to be responsible for operation, maintenance, and placement of signalization equipment within their respective jurisdictions. Signalization equipment includes traffic controller assemblies, vehicle detection systems associated with signal actuation, pedestrian detection systems, grounding and lightning protection, span wire assemblies, electrical power service assemblies, poles, mast arms, signal assemblies, system control equipment, traffic control system auxiliaries, and illuminated signs. Signalization equipment also includes conduits, pull-boxes, and cables from the local cabinet to traffic control devices installed at the intersection.

3.4 RATMS Operational Scenarios:

3.4.1 RATMS and associated devices will be operated and maintained by the RATMS operators. They will be responsible for maintaining the communications system down to the edge of the Ethernet switch that serves as a point of connection for traffic controllers and other roadside equipment.

3.4.2 RATMS operators will maintain bluetooth readers, dynamic message sign (DMS), Microwave Vehicle Detection System (MVDS) units, CCTV Cameras, Road Weather Information Systems (RWIS), network devices, surge protective devices, and other equipment associated with the RATMS. Day-to-day operations and maintenance of RATMS will include several common RATMS operational scenarios. While the RATMS will be capable of operating and managing the region's traffic signal system on 24-hours a day, 7-days a week, initial core hours of operation are expected to be Monday through Friday from 8:00 a.m. to 5:00 p.m. Hours and shifts for RATMS operators can fall outside of these core hours so that there is coverage during morning and evening traffic peaks and special events. As the scope and responsibility of the RATMS and RTMC increases, additional staff can be added into overlapping

shifts that provides coverage from 6:00 a.m. to 7:00 p.m. and beyond. In all cases, on-call staffing will be required to respond to emergencies and special events outside of normal business hours, such as major airshows held at area beaches and military installations and other significant tourist events.

3.4.3 Normal Operations: During normal operations and traffic conditions, operators will monitor the system and respond to maintenance issues, changes in traffic, or minor incidents as they occur. Maintenance issues uncovered during normal operations or in response to reports from motorists, such as problems with devices or intersection operation, will be logged and reported to the appropriate local maintaining agency to address.

3.4.4 Peak Congestion Operations: During peak congestion, operators will primarily monitor cameras at major interchanges and along major arterials to respond quickly if problems occur. The travel time system will detect and indicate increased travel times and traffic volumes. Operators will note recurring problem areas and, if necessary, signal timings can be temporarily adjusted by operators to flush queues or relieve unexpected congestion. Operators will be required to scan camera feeds and watch for incidents and other problems. If there is an incident or other disruption, for example a disabled vehicle, the operator will coordinate with responders to dispatch proper personnel and post information on upstream dynamic message signs to alert motorists and provide guidance.

3.4.5 Incident and Event Operations: Camera feeds will allow operators, analysts, and engineers to quickly confirm incidents or other unplanned events and react with appropriate measures. Operators will be able to coordinate dispatch of responders with the proper emergency services agency and provide information about the scene if emergency personnel are not already on-site. The RATMS will detect increased travel times, reduced speeds, and increased occupancy. Operators will be able to adjust timings or change plans to flush queues or relieve unexpected congestion. Operators will post incident/event information on upstream DMS to alert motorists and provide guidance, and future Emergency Vehicle Priority (EVP) systems will provide priority to emergency vehicles as they approach signalized intersections on route to the scene. The operators, analysts, and engineers will be able to view affected intersections and take over signal control if necessary. There may also be instances where the operators, analysts, and engineers will work with the FDOT District Three operators under incident conditions, AMBER/Silver alerts, and hurricane evacuations to coordinate route plans, communicate information to motorists, and recommend detours around major incidents and events.

3.4.6 Maintenance Operations: As part of routine duties, operators will check system logs and perform spot checks to verify the operation of devices at the beginning of every shift. If a device is not working properly, the operator will notify maintenance personnel and dispatch them to the site for further investigation and repairs as needed. Maintenance staff from each local jurisdiction will coordinate their efforts with the RTMC and notify operators when repairs are complete so that quick checks can be performed to ensure functionality has been restored. Repairs should be performed as soon as possible to ensure that operators have the information and capabilities they need for operations and traffic management during incidents, events, and emergencies.

3.5 Standard Operating Procedures. Pursuant to the terms of a separate agreement, the Lead Agency, Participating Agencies, and the FDOT will agree on Standard Operating Guidelines for all personnel with access to the RTMC. These Standard Operating Guidelines

will include, but not be limited to, the following:

3.5.1 Establish access security protocols and hierarchy by identifying personnel from the respective Participating Agencies who have access to the RTMC. The Lead Agency and FDOT shall have unrestricted, permanent access to and use of designated space, including, but not limited to, offices, the control center, the computer room, and other common areas.

3.5.2 Roles, responsibilities, and access of the Lead Agency, Participating Agencies, FDOT, and other stakeholders' personnel working within the RTMC and sharing the operation of the RATMS.

3.5.3 Guidelines for personnel to manage or respond to incidents and events as they occur.

3.6 Operation and Maintenance Funding. The Lead Agency and Participating Agencies anticipate that funds for the operation of the RTMC will be provided through local and state funds identified and allocated through the FL-AL TPO project prioritization as it relates to the Transportation Improvement Plan (TIP) and may be supplemented by the FDOT's annual compensation for interconnected signals.

3.6.1 The Participating Agencies will each bear their proportional share of the ongoing operational costs of the RTMC associated with the operation of the joint traffic monitoring/control systems including physical plant maintenance, utilities, locating, and equipment repair/replacement. The exact proportional allocation shall be based upon the number of signals maintained by each Participating Agency and state/TPO funding appropriations. All funding shall be subject to the annual appropriation of funds by the respective Participating Agency. The estimated annual operational costs of the RATMS and RTMC and the estimated prorated share apportioned to each Participating Agency is provided in **Exhibit 1**, attached hereto and incorporated herein.

3.6.2 Funding for maintenance of the RATMS will be provided by Participating Agencies and the FDOT in accordance with the terms of each Agency's existing Signal Maintenance and Compensation Agreement with the FDOT.

3.7 RATMS and RTMC Implementation and Oversight**.**

3.7.1 The Lead Agency and the Participating Agencies agree that the long-term success of this Agreement will depend on jurisdictional cooperation and coordination between the stakeholders at a management level. Therefore, the Lead Agency and the Participating Agencies hereby create the RATMS Technical Working Group to provide leadership, guidance, and oversight of the daily operation of the RTMC and RATMS.

3.7.2 Specific duties of the RATMS Technical Working Group shall include the following:

a) Creating an operating plan for the implementation of this Agreement, including technical and operational policies and procedures to be followed by RTMC staff, consistent with the adopted system architecture and master plan adopted by the Lead Agency and the Participating Agencies;

b) Reviewing and providing recommendations to the Lead Agency regarding the operational budget of the RTMC;

c) Creating a long-range plan to recommend to the Lead Agency concerning items

such as future funding sources, future significant infrastructure or staffing needs, and future operations, maintenance and expansion of the RATMS;

d) Providing periodic reports, as may be requested, to the governing bodies of the Participating Agencies, the Lead Agency and its staff, and other relevant governmental bodies; and

e) Performing such other duties as the Lead Agency may from time to time, ask the RATMS Technical Working Group to perform.

3.7.3 Any party to this Agreement may request that the RATMS Technical Working Group take up a matter for discussion, recommendation or study. Notwithstanding any other provision herein, the Lead Agency and Participating Agencies acknowledge that in creating the RATMS Technical Working Group they are not and do not intend to create a separate legal entity with any authority or status not provided for herein. Each Participating Agency maintains control over the work of their respective employees, contractors, or agents.

4. Term and Termination: This Agreement shall commence upon the date last executed and continue unless or until terminated, in whole or in part, as provided herein. This Agreement may be terminated by any party with or without cause upon providing sixty (60) days written notice to the other parties; provided, however, that termination shall not affect the reimbursement of any costs then owing or which are subsequently owed as a result of actions concluded following the effective date of termination.

5. Liability: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of any other party. Nothing herein is intended to serve as a waiver of sovereign immunity by any party and nothing herein shall be construed as consent by any party to be sued by third parties in any matter arising out of this agreement.

6. Records: The parties acknowledge that this agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event any party fails to abide by the provisions of Chapter 119, Florida Statutes, any non-breaching party may, without prejudice to any right or remedy and after giving seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this agreement.

7. Assignment: This agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the parties.

8. 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 and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9. Headings: Headings and subtitles used throughout this agreement are for the purpose of

convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

10. 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.

11. 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 any party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this agreement, or is otherwise in doubt as to the meaning of any provision of the agreement, it shall immediately notify the other party and request clarification of the interpretation of this agreement.

(b) This agreement shall not be more strictly construed against any party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

12. Severability: The invalidity or non-enforceability of any portion or provision of this agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this agreement and the balance hereof shall be construed to be enforced as if this agreement did not contain such invalid or unenforceable portion of provision.

13. Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this agreement.

14. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this agreement shall be in the County of Escambia.

15. Notices: All notices required or made pursuant to this agreement by any party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

Escambia County:
County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, FL 32597

Santa Rosa County:
County Administrator
6495 Caroline Street
Suite D
Milton, FL 32570

City of Gulf Breeze:
City Manager
1070 Shoreline Drive
Post Office Box 640
Gulf Breeze, FL 32561

City of Pensacola:
City Administrator
222 West Main Street
Post Office Box 12910
Pensacola, FL 32521

City of Milton:
City Manager
6738 Dixon Street
Post Office Box 909
Milton, FL 32572

FL – AL TPO:
ECRC – Executive Director
4081 E. Olive Road, Suite A
Pensacola, FL 32514

Any party may change its above noted address by giving written notice to the other parties in accordance with the requirements of this section.

16. No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of any party's right to thereafter enforce the same in accordance with this agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum of Agreement on behalf of the referenced legal entities.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

BY:_____
Lumon J. May, Chairman

DATE:_____

ATTEST:_____
Deputy Clerk

BCC APPROVED: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-22-2019

SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY:_____
Robert A. Cole, Chairman

DATE:_____

ATTEST:_____
Deputy Clerk

BCC APPROVED: _____

CITY OF PENSACOLA

BY:_____
Mayor Grover Robinson, IV

DATE:_____

ATTEST:_____
City Clerk

CITY OF MILTON

BY:_____
Mayor Heather Lindsay

DATE:_____

ATTEST:_____
City Clerk

CITY OF GULF BREEZE

BY:_____
Mayor Cherry Fitch

DATE:_____

ATTEST:_____

FLORIDA – ALABAMA
TRANSPORTATION PLANNING ORGANIZATION

BY:_____
Jeff Bergosh, Chairman

DATE:_____

ATTEST:_____

EXHIBIT 1

Estimated Operations and Maintenance Cost of Escambia-Santa Rosa RATMS

Number of Staff	Position	Annual Salary	Total
4	Operators	$ 35,000.00	$ 140,000.00
2	Shift Supervisors	$ 55,000.00	$ 110,000.00
1	Traffic Engineer	$ 95,000.00	$ 95,000.00
1	IT Support	$ 55,000.00	$ 55,000.00
2	Locators	$ 40,000.00	$ 80,000.00
2	Electronic Specialists	$ 50,000.00	$ 100,000.00
1	Traffic Signal Analyst	$ 50,000.00	$ 50,000.00
Annual Operation Staffing Sub-Total			**$ 630,000.00**
Employee Benefits			$ 100,000.00
Annual Software Licensing Fees			$ 60,000.00
Annual Utility Fees			$ 40,000.00
Specialized Tools for Fiber Communications Maintenance (i.e. OTDR, Power Meter, Fusion Splicer, Splice Van)			$ 90,000.00
	Total		**$ 920,000.00**

Notes:

1) The operation costs do not reflect a 24/7 operation. Assume two shifts at five days per week.

2) This operational cost does not include FDOT operations.

3) This assumes a single agency performs the operations.

4) Specialized tools amount is a one-time cost and can be amortized over a period of years.

5) Annual Software licensing fees may vary depending on vendors chosen and is based upon full buildout of system. Amount based on number of devices installed.

6) Annual utility costs are estimated for a Regional Traffic Management Center.

Agencies Estimated Annual O & M Cost of RATMS:

Agencies	No of Signals	% of Total	O & M Cost
Escambia County	195	53%	$ 491,506.85
City of Pensacola	92	25%	$ 231,890.41
Santa Rosa County	58	16%	$ 146,191.78
City of Milton	15	4%	$ 37,808.22
City of Gulf Breeze	5	1%	$ 12,602.74
Total	**365**	**100%**	**$ 920,000.00**

Escambia-Santa Rosa Regional Advanced Traffic Management System (ATMS)

BCC Meeting: June 6, 2019

Ben Faust, P.E.

The Challenge

Adding capacity has traditionally been the first approach to addressing congestion, although it is costly in both time and dollars.



Photo: © Shutterstock.com/Luna Vandoorne (4458877)

Escambia-Santa Rosa Regional ATMS

The Solution

New Transportation Systems Management and Operations (TSM&O) approaches keep traffic moving by **maximizing** the existing roadway capacity and **minimizing** the impact of unexpected events.



Photo: © Kevin Lee, Kittelson & Associates, Baltimore, MD

Escambia-Santa Rosa Regional ATMS

- What is TSM&O?
  - Transportation Systems Management and Operations
  - Strategies that use ATMS technology to leverage existing roadway infrastructure (i.e. Signals, etc.)

- What does TSM&O do for us?
  - Incident Management – Ensure safety of motorists and first responders
  - Monitoring – CCTVs allow operators to view roadways and incidents in real-time
  - Evacuations – Arterials are often under-utilized and require improved operations
  - Event traffic and parking management
  - Detector Failures – Identified immediately so they can be fixed/replaced



Escambia-Santa Rosa Regional ATMS

TSM&O Strategies



- Communications
- Fiber
- Monitoring
- CCTVs
- Vehicle detection
- Information dissemination
- Incident management
- Traffic signal technology
- Retiming
- Preemption
- Priority
- Demand management
- Work zone management
- Integrated Corridor Management
- Parking management
- Transit management
- Electronic payment
- Connected vehicles
- Freight technologies
- Data management
- Event management
- Asset management
- Bike/ped safety







Escambia-Santa Rosa Regional ATMS

Proven TSM&O Tactics

- Incident management
- Synchronized/adaptive traffic signals
- Message signs
- Active traffic management
- Managed lanes/transit

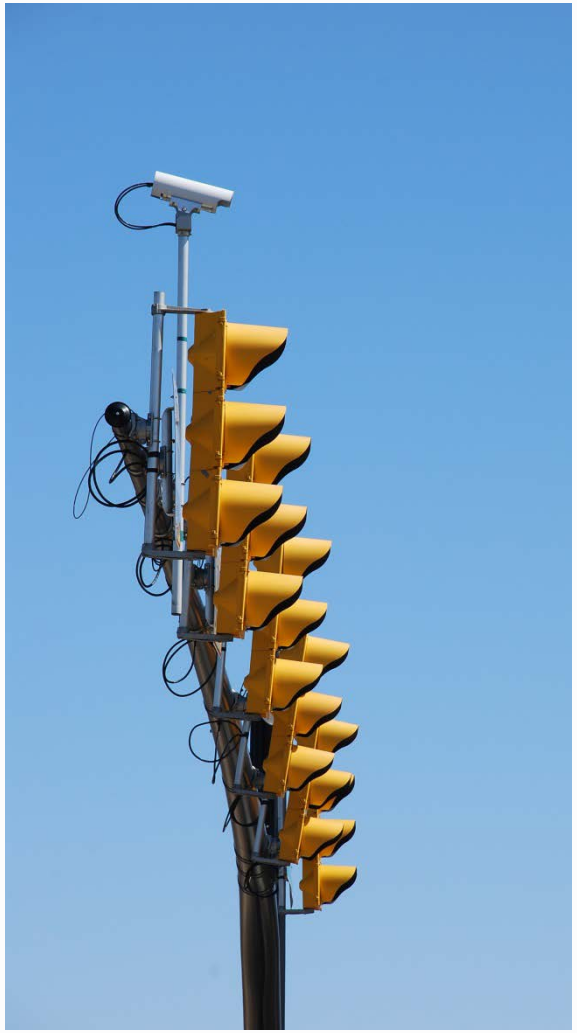


Photo: © Kevin Lee, Kittelson & Associates, Baltimore, MD

Benefits of ATMS

- Benefits of TSM&O
  - Better experience for all roadway users
    - Increased travel time reliability
  - More efficient operations and maintenance of roadways
    - Normal operations
    - Emergency/evacuation situations
  - Increased safety for motorists and first responders
  - Infrastructure can be deployed in conjunction with capacity improvements
  - Typically high cost-benefit ratio





Benefits of ATMS

FHWA* Estimated ATMS Benefits - Based on previous studies expected benefits from implementing an ATMS are:

- 25% travel delay reduction
- 30% incident duration reduction
- 12.5% crash reduction



- 17:1 Benefit/cost ratio (based on reduction in delay and the cost for operations and maintenance)

* FHWA ITS Benefits, FHWA TSM&O Benefit Cost Analysis for Arterial Operations.

Benefits of ATMS

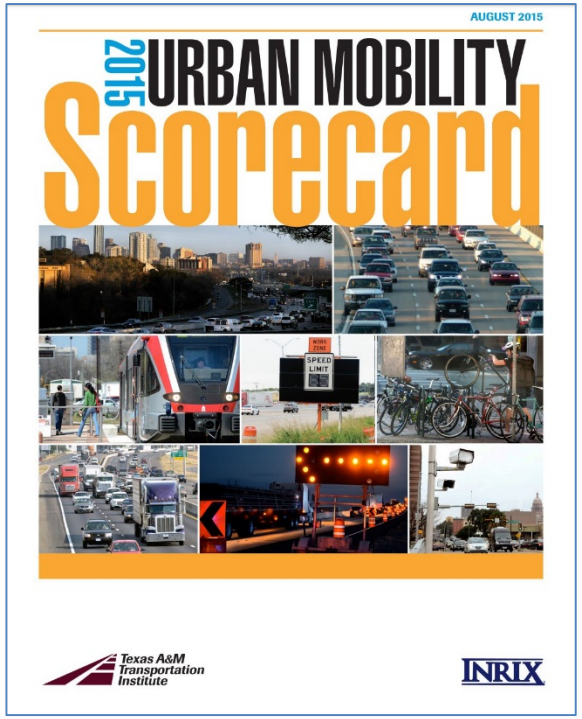
- Travel Time Benefits
  - Esc. Co. 5.7M miles/day traveled
  - SR Co. 3.1M miles/day traveled

    3.2B miles/year

    Source: FDOT Traffic Data 2017

Annual Hours of Delay per Commuter – 38 Annual
Traffic Congestion Cost per Commuter - $849

Source: Urban Mobility Scorecard 2015 by Texas A&M and INRIX for Pensacola Urban Area



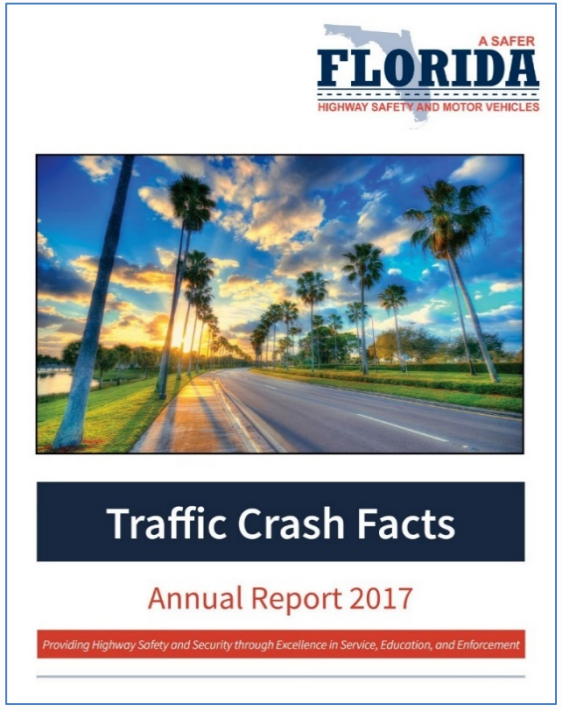
Freight and fuel savings would be even greater

Benefits of ATMS

- Safety Benefits
  - Escambia County – 6227 crashes
  - Santa Rosa County – 1893 crashes

Table 23.5.1 FDOT (HSIPG) Average Crash Costs by Facility Type

FACILITY TYPE	DIVIDED			UNDIVIDED		
	URBAN	SUBURBAN	RURAL	URBAN	SUBURBAN	RURAL
2-3 Lanes	$144,112	$215,885	$374,247	$155,444	$310,580	$589,421
4-5 Lanes	$152,103	$260,271	$519,109	$133,200	$255,081	$90,957
6+ Lanes	$151,384	$184,426	$815,085	n/a	n/a	n/a
Interstate	$193,477	n/a	$395,511	n/a	n/a	n/a
Turnpike	$180,836	n/a	$285,189	n/a	n/a	n/a

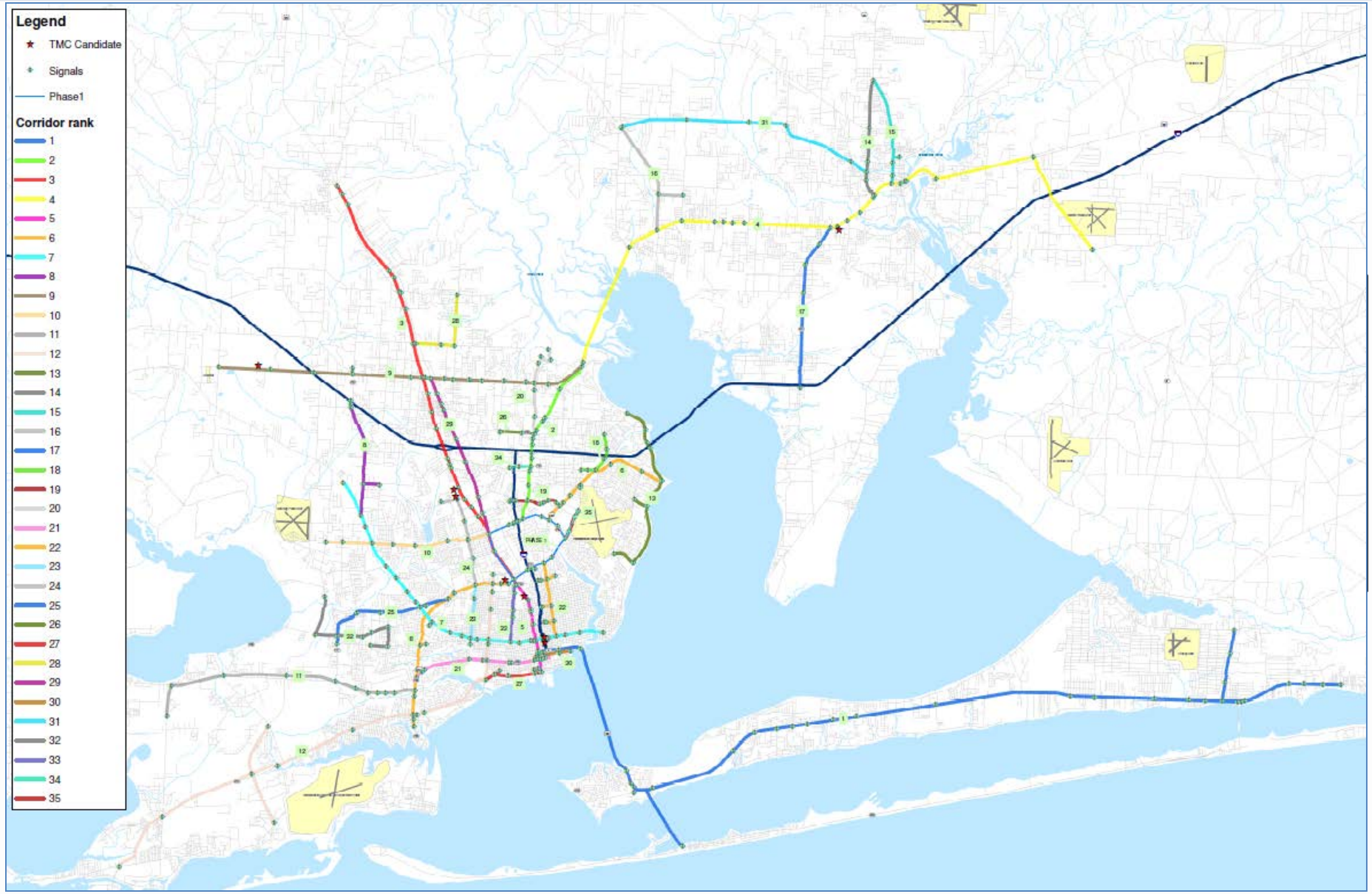


ATMS Deployment

Study included several ATMS deployment scenarios
from partial/phased build to full build out (approximately $45 million)

- **Full Build Out Deployment**:
  - Full dedicated communications network
  - New Regional Traffic Management Center
  - Complete terminal equipment
    - Dynamic Message Signs
    - Bluetooth readers
    - Road Weather Information Systems
    - Microwave Vehicle Detection Systems

ATMS – Regional Network and TMC



ATMS Operations Cost

Based on two shifts, five days per week:

- 4 Operators
- 2 Shift Supervisors
- 1 Traffic Engineer
- 1 Traffic Analyst
- Miscellaneous support staff: IT, electronics, locators
- Software licensing

Operational Costs

Number of Staff	Position	Annual Salary	Total
4	Operators	$ 35,000.00	$ 140,000.00
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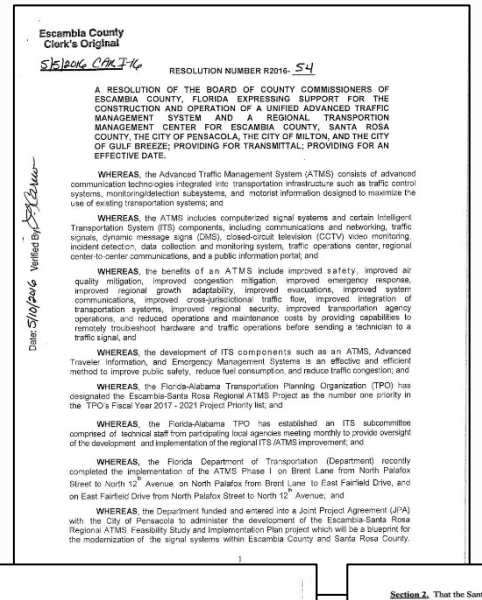
Operational Costs

Agencies Estimated Annual O & M Cost of RATMS:

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City of Gulf Breeze	5	1%	$ 12,602.74
Total	**365**	**100%**	**$ 920,000.00**

ATMS Resolution

In 2016 all five agencies passed resolutions "expressing support for the construction and operation of a unified ATMS and a regional TMC"



Escambia County
Clerk's Original

RESOLUTION NUMBER R2016- 54

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXPRESSING SUPPORT FOR THE CONSTRUCTION AND OPERATION OF A UNIFIED ADVANCED TRAFFIC MANAGEMENT SYSTEM AND A REGIONAL TRANSPORTION MANAGEMENT CENTER FOR ESCAMBIA COUNTY, SANTA ROSA COUNTY, THE CITY OF PENSACOLA, THE CITY OF MILTON, AND THE CITY OF GULF BREEZE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Advanced Traffic Management System (ATMS) consists of advanced communication technologies integrated into transportation infrastructure such as traffic control systems, monitoring/detection subsystems, and motorist information designed to maximize the use of existing transportation systems; and

WHEREAS, the ATMS includes computerized signal systems and certain Intelligent Transportation System (ITS) components, including communications and networking, traffic signals, dynamic message signs (DMS), closed-circuit television (CCTV) video monitoring, incident detection, data collection and monitoring system, traffic operations center, regional center-to-center communications, and a public information portal; and

WHEREAS, the benefits of an ATMS include improved safety, improved air quality mitigation, improved congestion mitigation, improved emergency response, improved regional growth adaptability, improved evacuations, improved system communications, improved cross-jurisdictional traffic flow, improved integration of transportation systems, improved regional security, improved transportation agency operations, and reduced operations and maintenance costs by providing capabilities to remotely troubleshoot hardware and traffic operations before sending a technician to a traffic signal, and

WHEREAS, the development of ITS components such as an ATMS, Advanced Traveler Information, and Emergency Management Systems is an effective and efficient method to improve public safety, reduce fuel consumption, and reduce traffic congestion; and

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) has designated the Escambia-Santa Rosa Regional ATMS Project as the number one priority in the TPO's Fiscal Year 2017 - 2021 Project Priority list; and

WHEREAS, the Florida-Alabama TPO has established an ITS subcommittee comprised of technical staff from participating local agencies meeting monthly to provide oversight of the development and implementation of the regional ITS /ATMS improvement; and

WHEREAS, the Florida Department of Transportation (Department) recently completed the implementation of the ATMS Phase I on Brent Lane from North Palafox Street to North 12th Avenue, on North Palafox from Brent Lane to East Fairfield Drive, and on East Fairfield Drive from North Palafox Street to North 12th Avenue; and

WHEREAS, the Department funded and entered into a Joint Project Agreement (JPA) with the City of Pensacola to administer the development of the Escambia-Santa Rosa Regional ATMS Feasibility Study and Implementation Plan project which will be a blueprint for the modernization of the signal systems within Escambia County and Santa Rosa County.



The projected completion date of the Regional ATMS Feasibility Study and Implementation Plan project is spring of 2016; and

WHEREAS, the Department has encouraged the creation of a unified regional ATMS, and agreed to provide funding assistance for the design, construction, operation, and maintenance of the system; and

WHEREAS, the joint operation and maintenance of the ATMS at a regional Transportation Management Center (TMC) would provide enhanced safety by streamlining communication and interagency coordination.

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

Section 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporate them herein by reference.

Section 2. That the Escambia County Board of County Commissioners hereby expresses its support for the Department's administration of the design and construction of a regional ATMS and a regional TMC for Escambia County, Santa Rosa County, the City of Pensacola, the City of Milton, and the City of Gulf Breeze.

Section 3. That the Escambia County Board of County Commissioners will endeavor to establish interagency cooperation and coordination for the joint development, operation, and maintenance of a regional TMC to operate the regional ATMS through a regional Transportation Management Team.

Section 4. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

Section 5. That the Clerk shall forward a copy of this Resolution to James T. Barfield, District Three Secretary, FDOT.

ADOPTED this 5th day of May, 2016.

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: D.C.
DATE:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

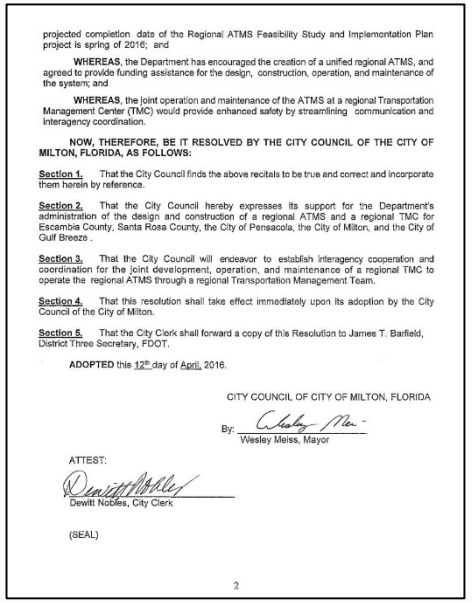
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved 05-05-2016

Deputy Clerk

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



projected completion date of the Regional ATMS Feasibility Study and Implementation Plan project is spring of 2016; and

WHEREAS, the Department has encouraged the creation of a unified regional ATMS, and agreed to provide funding assistance for the design, construction, operation, and maintenance of the system; and

WHEREAS, the joint operation and maintenance of the ATMS at a regional Transportation Management Center (TMC) would provide enhanced safety by streamlining communication and interagency coordination.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILTON, FLORIDA, AS FOLLOWS:

Section 1. That the City Council finds the above recitals to be true and correct and incorporate them herein by reference.

Section 2. That the City Council hereby expresses its support for the Department's administration of the design and construction of a regional ATMS and a regional TMC for Escambia County, Santa Rosa County, the City of Pensacola, the City of Milton, and the City of Gulf Breeze .

Section 3. That the City Council will endeavor to establish interagency cooperation and coordination for the joint development, operation, and maintenance of a regional TMC to operate the regional ATMS through a regional Transportation Management Team.

Section 4. That this resolution shall take effect immediately upon its adoption by the City Council of the City of Milton.

Section 5. That the City Clerk shall forward a copy of this Resolution to James T. Barfield, District Three Secretary, FDOT.

ADOPTED this 12th day of April, 2016.

CITY COUNCIL OF CITY OF MILTON, FLORIDA

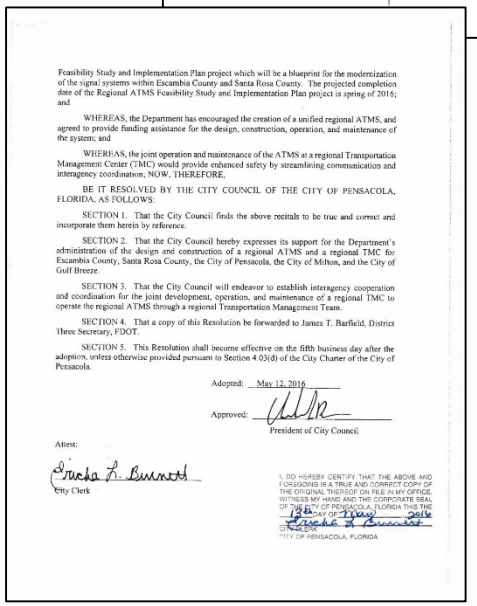
By: Wesley Meiss, Mayor

ATTEST:

Dewitt Nobles, City Clerk

(SEAL)

2



Feasibility Study and Implementation Plan project which will be a blueprint for the modernization of the signal systems within Escambia County and Santa Rosa County. The projected completion date of the Regional ATMS Feasibility Study and Implementation Plan project is spring of 2016; and

WHEREAS, the Department has encouraged the creation of a unified regional ATMS, and agreed to provide funding assistance for the design, construction, operation, and maintenance of the system; and

WHEREAS, the joint operation and maintenance of the ATMS at a regional Transportation Management Center (TMC) would provide enhanced safety by streamlining communication and interagency coordination; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, AS FOLLOWS:

SECTION 1. That the City Council finds the above recitals to be true and correct and incorporate them herein by reference.

SECTION 2. That the City Council hereby expresses its support for the Department's administration of the design and construction of a regional ATMS and a regional TMC for Escambia County, Santa Rosa County, the City of Pensacola, the City of Milton, and the City of Gulf Breeze.

SECTION 3. That the City Council will endeavor to establish interagency cooperation and coordination for the joint development, operation, and maintenance of a regional TMC to operate the regional ATMS through a regional Transportation Management Team.

SECTION 4. That a copy of this Resolution be forwarded to James T. Barfield, District Three Secretary, FDOT.

SECTION 5. This Resolution shall become effective on the fifth business day after the adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: May 12, 2016

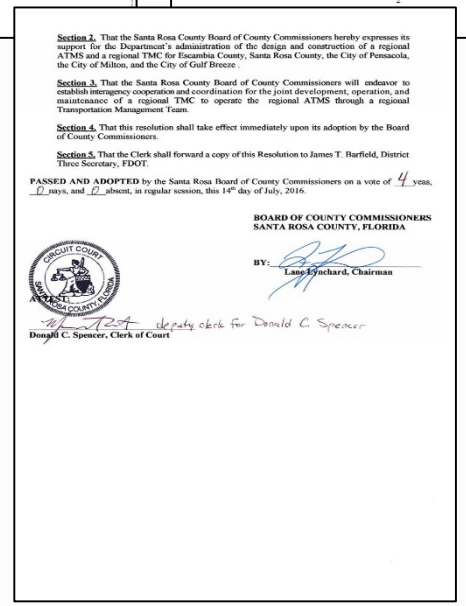
Approved: President of City Council

Attest:

City Clerk

I, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL THEREOF ON FILE IN MY OFFICE, WITNESS MY HAND AND THE CORPORATE SEAL OF THE CITY OF PENSACOLA, FLORIDA THIS THE 13 DAY OF May 2016

CITY OF PENSACOLA, FLORIDA



Section 2. That the Santa Rosa County Board of County Commissioners hereby expresses its support for the Department's administration of the design and construction of a regional ATMS and a regional TMC for Escambia County, Santa Rosa County, the City of Pensacola, the City of Milton, and the City of Gulf Breeze .

Section 3. That the Santa Rosa County Board of County Commissioners will endeavor to establish interagency cooperation and coordination for the joint development, operation, and maintenance of a regional TMC to operate the regional ATMS through a regional Transportation Management Team.

Section 4. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

Section 5. That the Clerk shall forward a copy of this Resolution to James T. Barfield, District Three Secretary, FDOT.

PASSED AND ADOPTED by the Santa Rosa Board of County Commissioners on a vote of 4 yeas, 0 nays, and 0 absent, in regular session, this 14th day of July, 2016.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

BY: Lane Lynchard, Chairman

deputy clerk for Donald C. Spencer

Donald C. Spencer, Clerk of Court

Escambia-Santa Rosa Regional Advanced Traffic Management System (ATMS)

Florida-Alabama TPO
Transportation Planning Organization

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16178 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Discussion**
Meeting Date: 06/06/2019
Issue: Acquisition of Real Property through the Defense Infrastructure Grant (DIG)
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Through the Defense Infrastructure Grant - Joy Jones, P.E., Engineering Department Director

That the Board take the following action regarding the acquisition of three parcels of real property through the Defense Infrastructure Grant (DIG):

A. Authorize the purchase of the following three parcels of real property;

Property Owner	Parcel Reference Number	Area	Purchase Price
American Fidelity Life Insurance Company	50-2S-30-5030-005-001	approx. 0.40 acre	$199,500 (appraised value)
American Fidelity Life Insurance Company	50-2S-30-5030-003-001	approx. 0.32 acre	$199,500 (appraised value)
TWA Corp., a Delaware Corporation	50-2S-30-5030-007-001	approx. 0.47 acre	$210,000 (appraised value)

B. Approve the Contract for Sale and Purchase between American Fidelity Life Insurance Company and Escambia County for real property (approximately 0.40 acre) located at 615 South Navy Boulevard;

C. Approve the Contract for Sale and Purchase between American Fidelity Life Insurance Company and Escambia County for real property (approximately 0.32 acre) located at 617 South Navy Boulevard;

D. Accept, for information, the Public Disclosure of Interest Form provided by American Fidelity Life Insurance Company, the owner of the parcel located at 615 South Navy Boulevard;

E. Accept, for information, the Public Disclosure of Interest Form provided by American Fidelity Life Insurance Company, the owner of the parcel located at 617 South Navy Boulevard;

F. Approve the Contract for Sale and Purchase between TWA Corp., a Delaware Corporation, and Escambia County for real property (approximately 0.47 acre) located at 613 South Navy Boulevard;

G. Accept, for information, the Public Disclosure of Interest Form provided by TWA Corp., a Delaware Corporation, the owner of 613 South Navy Boulevard; and

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

[Funding: Fund 110, Other Grants and Projects, Cost Center 221006, $200,000; Cost Center 221015, $100,000; and Cost Center 221020, $166,124. Fund 352, Local Options Sales Tax (LOST) III, Cost Center 220102, Project 19NE4188, $142,876]

These parcels are located in Commission District 2.

[CONTRACTS FOR SALE AND PURCHASE AND PUBLIC DISCLOSURE OF INTEREST FORMS TO BE DISTRIBUTED UNDER SEPARATE COVER]

BACKGROUND:

In 2004, through land acquisition, the Board began to implement a density reduction program recommended in the Joint Land Use Study (JLUS) to combat the encroachment of residential and incompatible use on the military mission to Naval Air Station Pensacola (NASP). This program promotes flexibility for NASP to adapt training missions to meet future needs. A primary funding source for these land acquisitions is the Defense Infrastructure Grant (DIG) program administered by Enterprise Florida. The DIG program provides no-match grants to assist in meeting the needs of Florida communities hosting defense industries, bases, and installations. Escambia County has participated in this program since 2007.

The subject parcels were three of seventeen parcels targeted in coordination with

the Navy to meet the goal of reducing encroachment of residential and incompatible uses within the Airfield Influence Planning District (AIPD) for NASP. The three contiguous parcels are located at 613, 615, and 617 South Navy Boulevard.

These acquisitions are time sensitive due to the expiration of Defense Infrastructure Grant (DIG) funding on June 28, 2019. Staff intended to utilize Readiness and Environmental Protection Integration Program (REPI) grant funds to address the funding shortfall; however, the REPI contracts will not be ready for Board consideration until July 2019. To meet the grant expiration timeline, LOST III funding ($142,876) could bridge the gap until the REPI funds are received, which would then be reimbursed to the Local Options Sales Tax.

In order to obtain the Restrictive Easement value, the appraiser first had to provide a value of the overall real property. The value for the property located at 613 South Navy Boulevard is listed on page five of the appraisal. The value for the properties located at 615 and 617 South Navy Boulevard is also located on page five of the appraisal; however, that is the combined value of the two parcels since they are under the same ownership. These parcels are being bought individually and the per-lot value for each parcel is located at the bottom of page 42.

BUDGETARY IMPACT:

Fund 110, Other Grants and Projects, Cost Center 221006, $200,000; Cost Center 221015, $100,000; and Cost Center 221020, $166,124. Fund 352, LOST III, Cost Center 220102, Project 19NE4188, $142,876.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and conduct the closing for the purchase of these properties. The Contracts for Sale and Purchase were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Aerial Map - 615 S. Navy Blvd
Aerial Map - 617 S. Navy Blvd
Aerial Map - 613 S. Navy Blvd
Appraisal_615-617 S Navy Blvd
Appraisal_613 S. Navy Blvd

Defense Infrastructure Grant Project



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

KPJ 4/30/19 DISTRICT 2

American Fidelity Life Insurance Company Property
615 South Navy Boulevard

Defense Infrastructure Grant Project



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

KPJ 4/30/19 DISTRICT 2

American Fidelity Life Insurance Company Property
617 South Navy Boulevard

Defense Infrastructure Grant Project



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

KPJ 4/30/19 DISTRICT 2

N

TWA Corp.
613 South Navy Boulevard

APPRAISAL REPORT

RESTRICTIVE EASEMENT OVER
0.5895 ACRES OF LAND

LOCATED AT 615 & 617 NAVY BLVD., PENSACOLA FL 32507

AS OF OCT 17, 2018

B&A File No.: VA101618SB



PREPARED FOR
KARA JOHNSON
PROPERTY ACQUISITION PROJECT COORDINATOR
3363 WEST PARK PLACE
PENSACOLA, FL 32505
BY

BRANTLEY & ASSOCIATES
REAL ESTATE APPRAISAL CORPORATION
100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 EMAIL: shawnbrantley@brantleyassociates.com

R. Shawn Brantley, MAI, SRA, AI-GRS, M.S., CCIM
Florida: State Certified General Appraiser RZ289
Alabama: Certified General Real Property Appraiser G00419

Individual Member

Brantley & Associates Real Estate Appraisal Corp

Appraisals Review Appraisals Consulting

R. Shawn Brantley, MAI, M.S., AI-GRS, CCIM, SRA
FL: State-Certified General Real Estate Appraiser RZ 289
AL: Certified General Real Property Appraiser G00419

Oct. 17, 2018

Ms. Kara Johnson
Property Acquisition Project Coordinator
3363 West Park Place
Pensacola, Florida 32505
kjohnson@co.escambia.fl.us
850-595-1882
850-377-0945

Re: Appraisal report of a restrictive easement over 0.5895-acres of vacant land, located along the western right-of-way of Navy Blvd. at 615-617 South Navy Blvd 32507, Pensacola, Florida 32507. B&A File #: VC101718SB.

Dear Ms. Johnson:

At your request, we have inspected the above referenced property for the purpose of obtaining the market value of a proposed restrictive easement.

Our technique for valuing the restrictive easement will be to first appraise the property without the encumbrance of the easement (the “before” analysis) and then to appraise the property again, assuming the easement is in place (the “after” analysis). Following these analyses, the value of the easement is determined as the difference between the “before” and “after” appraisals.

Based upon the conduct of these analyses, we are of the opinion that the value of the restrictive easement, as of Oct. 17, 2018, is:

VALUE OF RESTRICTIVE EASEMENT
[VALUE DIMINUTION DUE TO PRESENCE OF PERPETUAL EASEMENT]
($119,000)

The above value opinion is subject to the limiting conditions and general assumptions contained in this appraisal as well as the following extraordinary assumptions and/or hypothetical conditions. Any reader is alerted that the deployment of extraordinary assumptions or hypothetical conditions can significantly impact the value opinion.

1. **We have not been provided a survey of the subject property. Therefore, we have relied on the site size as indicated in assessment records. We assume this information to be accurate. This report is based on the assumption the site is as described herein and any divergence would render this report invalid and/or subject to revision.**

2. **The "after" appraisal of the subject property assumes the restrictive easement has been recorded and is in effect, even though, as of the date of the appraisal, the restrictive easement has yet to be effectuated.**

3. **Because the subject property consists of two defined lots in the assessment records, we assume the restrictive easement will allow one house on each lot, or two houses for the total subject property defined in this report.**

This is an Appraisal Report that is intended to comply with the reporting requirements set forth under Standard 2 of the Uniform Standards of Professional Appraisal Practice for Appraisal Reports. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

It is our pleasure to be of service to you. Please notify me if you should have any questions regarding this appraisal or whenever I may be of further assistance to you.

Sincerely,

R. Shawn Brantley, MAI

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida #RZ289

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APPRAISER'S CERTIFICATION

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions, limiting conditions, and legal instructions, and are the personal, unbiased professional analysis, opinions, and conclusions of the appraiser.

3. I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved.

4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the Uniform Appraisal Standards of Federal Land Acquisitions.

8. The appraisal was made, and the appraisal report prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions.

9. I have made a personal inspection of the property that is the subject of this report. The property owner, or his/her designated representative, was given the opportunity to accompany the appraiser on the property inspection.

10. No one provided significant professional assistance to the person(s) signing this certification other than former authorized employees of Brantley & Associates Real Estate Appraisal Corp., which includes: Bruce Black, M.S., FL Cert Gen RZ 2714; John Price, B.S., FL Trainee RI23955 & AL Trainee Real Property Appraiser T02003; and Rosanna Banks, Clerical.

11. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

12. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

13. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

14. As of the date of this report, R. Shawn Brantley, MAI, has completed the requirements of the continuing education program of the Appraisal Institute.

15. I have not appraised the subject of this report within the three-year period immediately preceding acceptance of this assignment.

16. I certify, as the Appraiser(s), that I have completed all aspects of this valuation, including reconciling my opinion of value, free of influence from the client, client's representatives, borrower, any other party to the transaction, or anybody else on this planet.

17. I am (we are) competent to appraise this property.

LAND VALUE OPINION "BEFORE" (AS THOUGH UNENCOMBERED, "AS IS")	$ 399,000
LAND VALUE OPINION "AFTER", ("AS ENCUMBERED"):	$ 280,000
VALUE OF THE RESTRICTIVE EASEMENT:	$119,000

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the value of the restrictive easement, as of the 17th day of Oct. 2018, is One Hundred Nineteen Thousand Dollars ($119,000).

R. Shawn Brantley, MAI

APPRAISER
R. Shawn Brantley, MAI, CCIM
FI: Cert. Gen RZ289
AI: Certified General Real Property Appraiser G00419

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

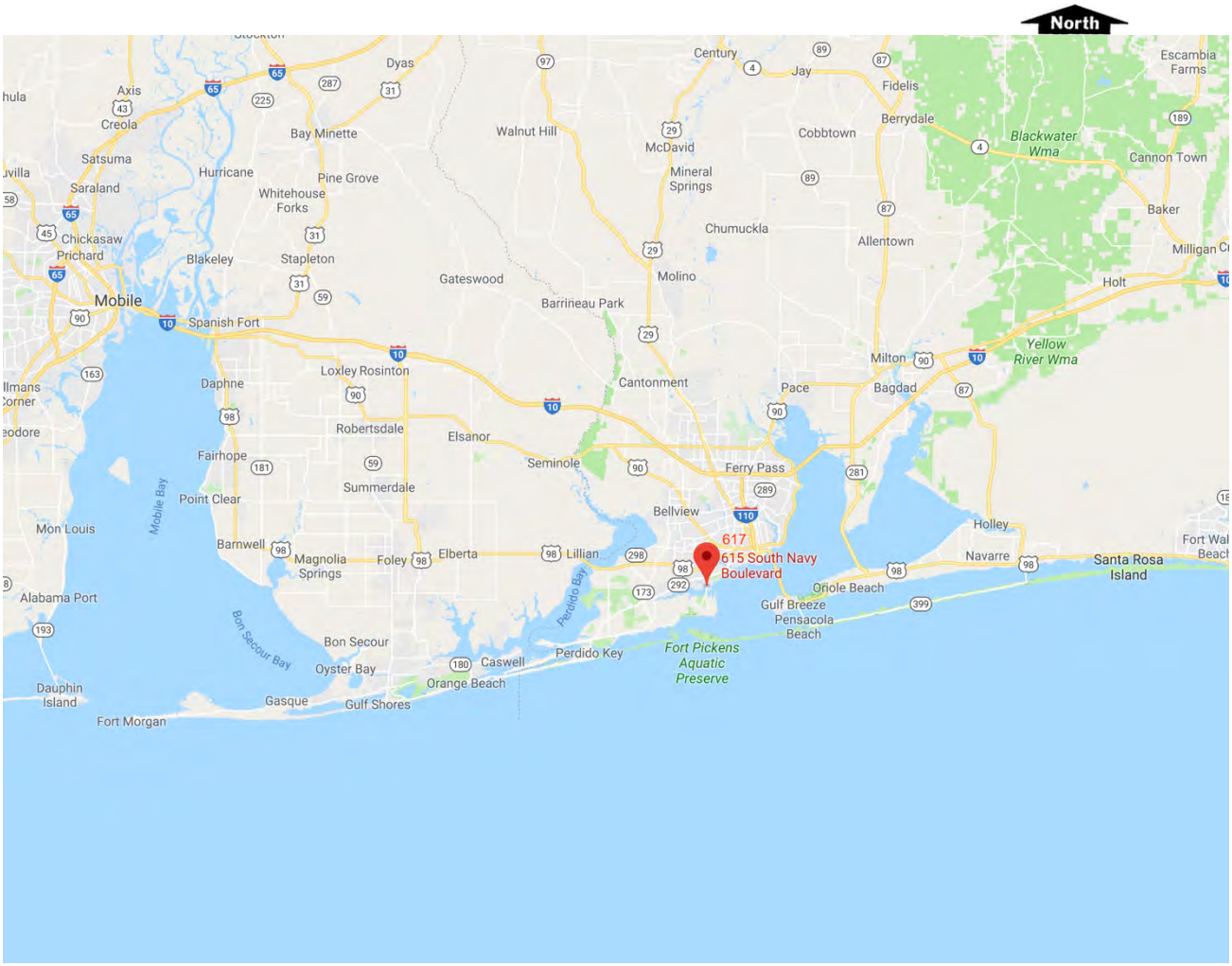
Property Identification:	A restrictive easement over 0.5895 acres of waterfront land located along the western right-of-way of Navy Blvd., just north of the Bayou bridge.
Tax Reference Number	502S305030005001 & 502S305030003001
Tax Account Number	080968000 & 080967000
Appraiser	Brantley & Associates Real Estate Appraisal Corp. R. Shawn Brantley, MAI, SRA, CCIM, AI-GRS State Certified General Appraiser Florida #RZ289
Date of Inspection:	Oct. 17, 2018
Date of Value:	Oct. 17, 2018
Date of Report:	Oct. 17, 2018
Interest Appraised	Fee Simple
Parcel Size	0.5895 acres
Zoning	Com – Commercial
Future Land Use	MU-U Mixed Use
Ownership:	Escambia County Board of County Commissioners 221 Palafox Place Suite 420 Pensacola, FL 32507
Parcel Access	Physical and legal access is granted via direct frontage along the west side of Navy Blvd.
Assessed Value	$175,104
Taxes	$2,508.67
Utilities	All available
Flood Zone Information	Zone AE
Mineral Rights	No mineral rights were appraised
Encumbrances	None adverse
Highest and Best Use:	Multi-family and Commercial
Present Use	Vacant Land

Improvements	The property is undeveloped.
Hypothetical Conditions	Stated in report
Assumptions	Stated in report
Limiting Conditions	Stated in report
Instructions	Determine before and after market values for the property with and without a restrictive easement.
Intended User	Escambia County
Intended Use	Determine value of restrictive easement for potential acquisition.

OPINIONS OF VALUE

LAND VALUE OPINION “BEFORE” (“AS THOUGH UNENCUMBERED”, “AS IS”	$399,000
LAND VALUE OPINION “AFTER”, (“AS ENCUMBERED”):	$280,000
VALUE OF THE CONSERVATION EASEMENT:	$119,000

LOCATION MAP FOR SUBJECT PROPERTY



AERIAL MAP OF SUBJECT PROPERTY



AERIAL PHOTOGRAPH OF SUBJECT PROPERTY



DIMENSIONAL SKETCH OF SUBJECT PROPERTY



PHOTOGRAPHS OF THE SUBJECT PROPERTY

(Photographs taken by R. Shawn Brantley on Oct 15, 2018)



#1 Street Scene North – Subject on Left



#2 Direct View at Subject Frontage From the Street

PHOTOGRAPHS OF THE SUBJECT PROPERTY



#3 Street Scene South – subject on right



#4 – Interior View

PHOTOGRAPHS OF THE SUBJECT PROPERTY



#5 Water View From Subject Shoreline



#6 - View of subject Shoreline

AERIAL PHOTOGRAPH OF SUBJECT AND PHOTOGRAPHY KEY



STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

1. This is an Appraisal Report, as defined by Standard Rule 2 of the Uniform Standards of Professional Appraisal Practice. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in the report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property descried and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

15. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

EXTRAORDINARY ASSUMPTIONS & HYPOTHETICAL CONDITIONS

This appraisal is made subject to the following special assumptions and limiting conditions. Any reader is advised that extraordinary assumptions or hypothetical conditions can significantly affect the value opinion.

1. **We have not been provided a survey of the subject property. Therefore, we have relied on the site size as indicated in assessment records. We assume this information to be accurate. This report is based on the assumption the site is as described herein and any divergence would render this report invalid and/or subject to revision.**

2. **The "after" appraisal of the subject property assumes the restrictive easement has been recorded and is in effect, even though, as of the date of the appraisal, the restrictive easement has yet to be effectuated.**

SCOPE OF THE APPRAISAL

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use. The subject property was identified using the legal description contained in the most recent deed of record. The appraiser conducted a complete appraisal analysis. The conclusions of this analysis are reported in a narrative format with all relative information included within this report.

We collected primary data concerning the region and the neighborhood from our discussions with city and county government officials, taxing authorities, zoning authorities, the property appraiser's office and utility companies. This data was also used to aid us in identifying the subject property. Secondary data was obtained from the Northwest Florida Regional Planning Council, the Chamber of Commerce, Realtor Publications and Metro Market Trends (a local data base company) and the Pensacola Association of Realtors MLS system.

For this appraisal report, the data collection process included inspection of the property along its access from Sowell Road, photographing the property, inspecting the surrounding neighborhood, reviewing maps and other public information about the

property, and collection comparables. R. Shawn Brantley, MAI, AI-GRS, CCIM, M.S., SRA, Florida Certified General Appraiser RZ289 personally conducted an inspection of the property as of the effective date of value

Within the confines of this analysis, the appraiser has made an examination of all available and pertinent market data that could be located within the two-year period before the effective date of the appraisal. The search was limited to the SMSA, with the most emphasis placed on those areas most proximate or similar to the subject tract. Also, the selection of the data reported is limited to that which the appraiser considers relevant to the assignment and to the purpose of the appraisal under the terms of the highest and best use conclusions rendered herein.

This firm has completed numerous appraisal assignments in the subject neighborhood and we have compiled considerable data for same. Much of the data incorporated in this appraisal analysis has come from our files and was updated/expanded as necessary in performing our appraisal. Following our collection of data and resulting highest and best use analysis, we applied available information to our appraisal analysis of the subject property.

The appraiser has given consideration to the cost, sales comparison and income approaches to value. The inapplicability of any approach is noted in the report. After considering our analysis of the data, a final opinion of the market value of the subject property was made. This appraisal report was prepared in compliance with the Uniform Standards of Professional Appraisal Practice.

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the market value of the proposed restrictive easement as of the effective date. To do this we examine the value of the

subject property, both without the restrictive easement ("as-is"), and also with the conservation easement. The definition of market value used in this appraisal is as follows:

> Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.

The property rights appraised are the fee simple estate. Fee simple property rights are defined as the complete form of ownership wherein all rights to a property are held by its owner. However, no mineral rights are appraised. We have also appraised the property rights associated with the herein identified restrictive easement over the entire property.

The intended user of this appraisal report is Escambia County. The intended use of this appraisal is to assist the client in establishing appropriate compensation to the property owner for having granted the restrictive easement.

Exposure Time - With regard to exposure time, Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book", Section A-9, Page 13) states: "contrary to USPAP Standards Rule 1-2c, this definition of market value does not call for the estimate of value to be linked to a specific exposure time estimate, but merely that the property be exposed on the open market for a reasonable length of time, given the character of the property and its market. Therefore, the appraiser's estimate of market value shall not be linked to a specific exposure time when conducting appraisals for federal land acquisition purposes under these Standards".

SUMMARY OF APPRAISAL PROBLEM

The appraisal problem is to provide an opinion for the diminution in value occurring because of the imposition of a perpetual restrictive easement over the entire subject property. This problem is best solved through the sales comparison approach and thorough market analysis. We are appraising the subject property both “as-is” (“before”), without the proposed easement, as well as “after”, subject to a perpetual easement for conservation purposes. The difference between these values provides an indication of value for the conservation easement. We have not appraised the contributory value of any improvements or mineral rights, as any contribution would apply equally in the “before” and “after” analyses and would not affect the value of the easement to be acquired.

PART II- FACTUAL DATA

LEGAL DESCRIPTION

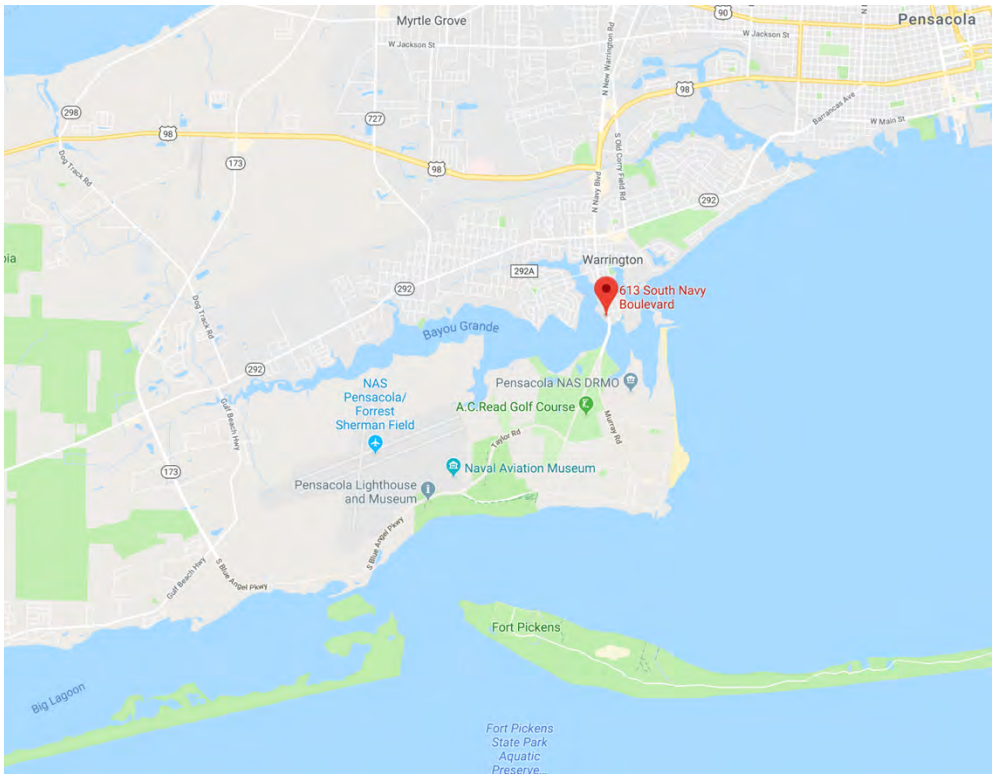
Legal descriptions may be found on the assessment records contained in the addenda of this report.

AREA DATA

Information pertaining to the broad market area may be found in the addenda of this report.

NEIGHBORHOOD DATA

The graphic below depicts the general neighborhood associated with the subject property. The neighborhood boundary to the east and south by waterways and to the north by U.S. Highway 98. The western boundary State Road 173.



This is an older Pensacola neighborhood containing much of the City's early development. The principal centrality of the neighborhood is the Pensacola Navy Air Station, which is a primary economic catalyst for the City. Navy Blvd. is a major north-

south thoroughfare that leads to the Air Station form Pensacola proper. Gulf Beach Highway is a heavily traveled east-west route that connects the neighborhood to the tourist laden beaches at Perdido Key. These routes, as well as the thoroughfares forming the western and northern boundaries, accommodate a wide variety of commercial activities. The areas between these thoroughfares are filled predominantly with older single-family residential subdivisions, many of which were initially developed in response to expansive demand from the Naval Air Station.

The main advantage of the subject neighborhood is that it is situated very conveniently in relation to employment opportunities, shopping and schools. The main disadvantage is that the area is predominantly built-out with much older developments, which has ushered in sporadic pockets of decline. However, the long-term trend for this area is expected revitalization as older dwellings are demolished in favor of new construction, the impetus of which is the convenient location.

SITE DESCRIPTION

Per the assessor's records, the subject area is 0.5895-acre tract of land with 179.33 ft. of frontage along the western right-of-way of Navy Blvd., a six-lane roadway with also a center turn lane. There is a similar amount of frontage along Bay Grande, a scenic protected inlet off of Pensacola Bay. A dimensional sketch of the subject site has been presented earlier. The subject has an irregular shape. At the subject property, Navy Blvd is a six lane thoroughfare, plus a center turn lane, bicycle lanes, and sidewalks. There is an existing driveway into the subject site, which is predominantly cleared, grassed, and indicative of level uplands.

Per Federal Emergency Management Agency Flood Insurance Rate Map, Community-Panel Numbers 12033C0532G,12033C0369G the property is located within

a Special Flood Hazard Area AE, with a base flood elevation of 9.8 feet. Soil maps reveal Foxworth Sand, which is normally indicative of uplands.

All utilities are available. We have not valued any mineral rights as they would be applied equally in both the "before" and "after" analyses. We found no adverse encumbrances affecting the subject property.

DESCRIPTION OF IMPROVEMENTS

The property is presently undeveloped. We observe it to be predominantly cleared and benefit from an existing driveway from Navy Blvd.

FIXTURES

We observed no special trade fixtures on the subject property.

USE HISTORY

To the best of the appraiser's knowledge, the property has been undeveloped for the last three years.

SALES HISTORY OF PROPERTY

The subject property consists of two separate parcels in the records of the Escambia County Tax Assessor, one for 615 Navy Blvd. and another for 617 Navy Blvd. The parcel at 615 Navy Blvd consists of 0.3099 acre and was acquired in July of 1989 for $102,000. The parcel at 617 Navy Blvd contains 0.2796 acre and was acquired in December of 1988 for $115,000. Neither of these transactions are recent enough to be useful as comparables. The appraiser is unaware of any recent sales, listings, options, leases, easements or any other documentation that would affect the use, occupancy, value, or disposition of the subject property.

RENTAL HISTORY

To the best of our knowledge, the subject property has never been leased.

ASSESSED VALUE AND TAXES

The subject property is identified by the Escambia County Property Appraiser's Office as tax parcel 502S305030003001 and 502S305030005001. The entire subject property is assessed to American Fidelity Life Insurance Company whose address is given as 500 South Palafox Street, Suite 200. The 2018 assessment is $175,104, all of which is attributed to land. The total 2017 tax liability for the subject property is $2,508.67. The County Tax Collector's web site indicates that all taxes have been paid. A copy of the Escambia assessment and tax cards are included in the addenda of this report. The assessment of the subject property appears equitable and in reasonable conformance with assessments pertinent to competitive properties in the market area.

ZONING AND FUTURE LAND USE REGULATIONS

The property is within the zoning jurisdiction of Escambia County, Florida. Per the Escambia County Planning and Zoning department, the subject property is located within the "Commercial" zoning district. More detailed information about this zoning classification may be found in the addenda. An excerpt from the *Escambia County Land Development Code* describing the Commercial District is included in the addenda. Highlights are as follows:

Intent and Purpose – The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on

surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

> Permitted Uses include a wide variety of development including:
> Single & multi-family Residential, Retail sales and services, Public and civic uses including **hospitals**, and emergency service facilities offering medical assistance, Recreational / entertainment, Industrial and related, Agricultural and other uses.
>
> Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.
>
> Structure setback. For all principal structures, minimum setbacks are:
> a. Front and rear. Fifteen feet in both front and rear.
> b. Sides. Ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height. :

Future Land Use - The property is within a compatible, mixed use, future land use district.

Airport Environs – The property is within the AIPD 2 – NAS airfield influence district. Transactions within the AIPD 2 district require a disclosure form to purchasers reporting the proximity to the military airfield. The AIPD-2 area is situated outside the AIPD-1 boundary but close enough to be impacted by airfield operations. Development within AIPD-2 district allows property owners to develop land in accordance with the applicable zoning district and regulations but include the dedication of an avigation easement to the county. New buildings are required to be constructed with sound protection against noise exposure. Density levels are controlled by the underlying zoning categfory. Rezoning is allowed only to a zoning district that allows three d.u/acre or less.

PUBLIC AND PRIVATE RESTRICTIONS

We are not aware of any other public and/or private deed restrictions or easements for the subject property other than what is specified by the zoning districts and Airport Environs.

PART III – ANALYSIS AND CONCLUSIONS

VALUATION OF THE SUBJECT PROPERTY "BEFORE"
("AS-IS", "WITHOUT A PERPETUAL RESTRICTIVE EASEMENT")

HIGHEST AND BEST USE "BEFORE"

The Highest and Best Use is defined as follows: "That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternately, that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value."[1] In estimating highest and best use of the subject property, the following were taken into consideration:

1) The uses legally permissible at that site
2) The uses physically possible on the site
3) Financially feasible uses of the site
4) The maximally productive use of the property

"AS VACANT", "AS-IS":

Legally Permissible Uses – According to the Santa Rosa County Planning and Zoning Department, the entire subject property is situated within the Com, Commercial zoning district. This district allows a wide range of uses, including multi-family residential, commercial and other uses.

Physically Possible Uses – Perhaps the greatest limitation is the size of the subject property, which is only 0.5895 acre. The diminutive size and width of the subject parcel would limit development to a small office, retail use, restaurant or small multi-family project. The view along the water would tend to amplify the probability of development toward a small restaurant or multi-family development. The property is recognized as two separate lots in the records of the county tax assessor, one of 0.2796 acres and another of 0.3099 acres.

Financially Feasible Uses – There are a wide variety of uses exhibited along Navy Blvd. which would attest to the feasibility of the uses cited to be physically possible. Sales

[1] *Dictionary of Real Estate Appraisal*, published by Appraisal Institute, 1993.

data demonstrates relatively little deviation in price for minor differences in lots sizes along this section of the Bayou. Value is more concentrated into a per parcel basis.

Maximally Productive Use - Considering the physically possible, legally permissible, and financially feasible uses, we are of the opinion that the highest and best use of the subject property "as is" is for marketing the property in two lots, each for individual development with a small restaurant, office, specialty retail, or multi-family development building.

Larger Parcel – The subject property, as defined herein, meets the three tests for determination of the larger parcel: unity of use (highest and best use), unity of ownership, and contiguity.

LAND VALUATION– "BEFORE" ("AS-IS" WITHOUT A PERPETUAL RESRICTIVE EASEMENT)

There are three approaches to value or techniques that are utilized in the appraisal of real property. The appraiser has determined that the income and cost approaches are inappropriate to the valuation of the subject property. This is an appraisal analysis of land only without substantial improvements. The sales comparison approach to value is the most valid indicator of value.

VALUE ESTIMATION BY THE COST APPROACH– "BEFORE" ("AS-IS" WITHOUT A PERPETUAL CONSERVATION EASEMENT)

There is no value estimation reached using the cost approach. The cost approach is used by appraisers to develop an opinion of the cost to construct existing or proposed improvements. The existing improvements are not valued. We have not valued the improvements because this contributory value would be applied equally in both the "before" and "after" analyses and therefore bear no consequence for the easement valuation.

VALUE ESTIMATION BY THE INCOME APPROACH– "BEFORE"

("AS-IS" WITHOUT A PERPETUAL CONSERVATION EASEMENT)

There is no value estimation reached by the income approach. The income approach is used by appraisers to develop an opinion of value when the property under consideration generates income and is expected to generate income in the future. The income is then capitalized or converted into present value. The income approach to value is not applicable because the subject property is not generating income.

SALES COMPARISON APPROACH – "BEFORE"
("AS-IS" WITHOUT A PERPETUAL CONSERVATION EASEMENT)

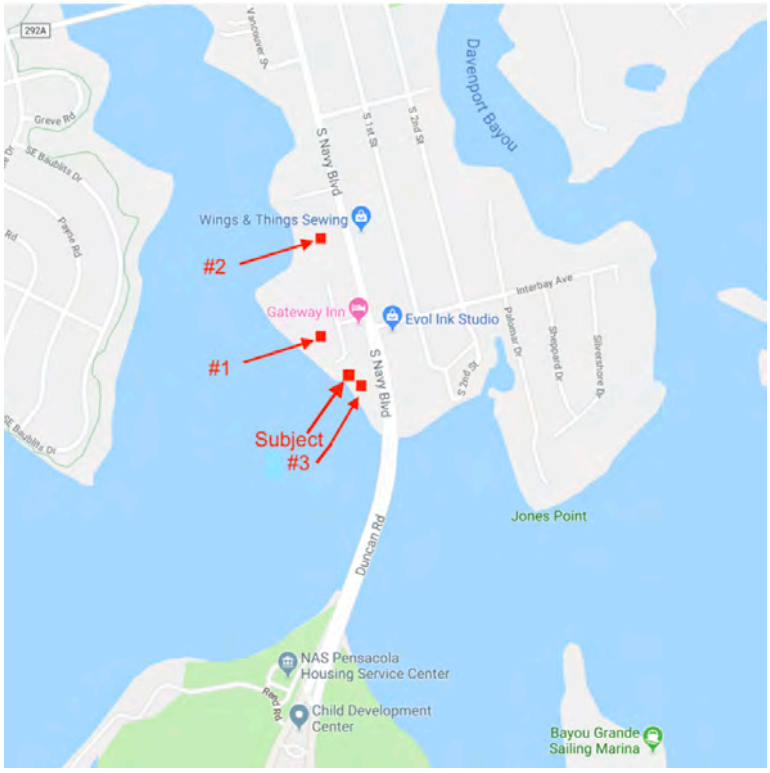
The sales comparison approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property then the cost of acquiring a like property of equal utility. The sales comparison approach is much like the approach taken by buyers who consider several offerings of property before deciding to purchase a particular property.

Our Highest and Best Use conclusion for the subject property was for low intensity commercial or multi-family residential development. In selecting the comparables for use in the analysis, we have sought to use transactions involving land parcels with unique natural characteristics that would have a highest and best use similar to that, which has been identified for the subject property. A map of the locations for the subject property and the comparables will be followed by data sheets relative to each sale. Subsequently, key information from the data sheets will be identified and summarized on a spreadsheet. The information selected for the summary consists of those elements perceived to cause variations in price. Where such dissimilarities occur, the appraiser will apply price adjustments to account for the differences. These adjustments are intended to equate

the comparable property to what it would have sold for, had it been essentially the same as the subject property.

The reader should note that the magnitudes of the adjustments deployed are supported by hundreds of similar grids that the appraiser has prepared over the course of the last 30 years as a full-time appraiser. The grids from the last thirteen of these years are preserved in the Appraisers' files and serve to repetitively isolate the same or similar elements of comparison within the same or similar submarkets. Thus, hundreds of comparison grids exist in the appraiser's files that effectively contain hundreds of correlations which support a relatively tight range for the percentage impacts upon price caused by the dissimilarities dealt with in our analysis of the subject site.

LOCATION MAP FOR COMPARABLE PROPERTIES "BEFORE"



Land Sale No. 1

Property Identification	
Record ID	7234
Property Type	Vacant Waterfront
Property Name	Waterfront Land
Address	104 Celeste Place, Pensacola, Escambia County, Florida 32507
Location	Along the ES of Celeste Place and the western shore of Bayou Grande
Tax ID	502S305030003003
Inspect date	May 22, 2017
Sale Data	
Grantor	Diane M. Smith
Grantee	Wayne McCutchen
Sale Date	April 28, 2017
Deed Book/Page	7704/541
Property Rights	Fee Simple
Marketing Time	5-Days
Conditions of Sale	Arm's Length
Financing	Conventional
Sale History	None in the prior three years.
Instrument	General Warranty Deed
Verification	Joshua Shimp; 850-748-8425, May 22, 2017; Other sources: MLS #514607; Public Records, Confirmed by John Price
Sale Price	$210,000
Land Data	
Zoning	HDR; High Density Residential, Residential
Topography	Level, dry
Utilities	All available except public sewer
Shape	Irregular
Landscaping	Partially cleared
Flood Info	Zone AE
Future land use	MU-U; Mixed Use Urban
Highest & best use	Residential development
Encumbrances	None adverse noted
Land Size Information	
Gross Land Size	0.526 Acres or 22,917 SF
Front Footage	103 ft Total Frontage: 103 ft Bayou Grande;107 ft Celeste Place
Indicators	
Sale Price/Waterfront Foot	$2,039
Price/SF	$9.16/SF

Remarks

The buyer purchased the property to build a residence. This is the sale of a waterfront site along the eastern shore of Bayou Grande. The site was formerly improved with a residential dwelling, but was vacant at the time of sale. The property had been listed several times in the past as two separate, lots but never sold.

PHOTOGRAPH OF COMPARABLE 1



AERIAL MAP OF COMPARABLE 1



Land Sale No. 2

Property Identification

Property Type	Vacant Waterfront
Address	539 S Navy Blvd
Location	Along the ES of Bayou & W side of Navy Blvd
Tax ID	512S307060040004
Tax Account	082880100
Inspect date	Oct. 15, 2018

Sale Data

Grantor	Thomas D. Diamond
Grantee	American Fidelity Life Insurance Company
Sale Date	August 10, 2016
Deed Book/Page	7571/1774
Property Rights	Fee Simple
Marketing Time	5-Days
Conditions of Sale	Arm's Length
Financing	Conventional
Sale History	None in the prior three years.
Instrument	General Warranty Deed
Verification	Thomas Diamond, Seller
Sale Price	$167,500

Land Data

Zoning	HDR; High Density Residential, Residential
Topography	Level, dry
Utilities	All available except public sewer
Shape	Irregular
Landscaping	Partially cleared
Flood Info	Zone AE
Future land use	MU-U; Mixed Use Urban
Highest & best use	Residential development
Encumbrances	None adverse noted

Land Size Information

Gross Land Size	0.4082 acre
Front Footage	50 FF Navy Blvd - +-70 FF BAyou

Indicators

Sale Price/Waterfront Foot	$2,393
Price/SF	$9.42/SF

Remarks

The buyer purchased the property for an investment. This is the sale of a waterfront site along the eastern shore of Bayou Grande. Demolition of several yard building would be necessary prior to development.

PHOTOGRAPH OF COMPARABLE 2



AERIAL MAP OF COMPARABLE 2



Land Sale No. 3

Property Identification	
Record ID	7235
Property Type	Vacant Waterfront
Property Name	Waterfront Lot
Address	621 S Navy Blvd, Pensacola, Escambia Co, Florida 32507
Location	W Side of Navy Blvd and E shoreline of Bayou Grande
Tax ID	502S305030002001
Inspect date	May 22, 2017
Present use	Vacant
Grantor	David toellner & Natalie Skye Toellner
Grantee	Escambia County Board of County Commissioners
Recording	OR 7925 Pg 495
Date of Sale	Oct. 15, 2017
Property Rights	Fee Simple
Marketing Time	1124-Days
Sale History	6/2000 - $235,000
Verification	Linda Goneke, Agent; 850-712-6658, May 22, 2017; Other sources: MLS 481653; Public Records,
Sales Price	$199,500
Zoning	COM, Commercial, Commercial
Topography	Level to slope at waterfront, dry
Utilities	All available except public sewer
Shape	Irregular
Landscaping	Cleared
Flood Info	Zone AE
Future land use	MU-U; Mixed Use Urban
Highest & best use	Residential
Encumbrances	None adverse noted
Land Size Information	
Gross Land Size	0.25 Acres or 10,945
Dimensions	70.07 FF Navy Blvd x 106.48 x 89.09 FF Bayou x 168.60
Front Footage	89.09 ft Bayou Grande;70.07 ft S. Navy Blvd
Indicators	
Sale Price/SF	$18.23

Remarks

This property is a waterfront site along S. Navy Boulevard and the eastern shore of Bayou Grande. The site is adjacent to a Gulf Power Company transfer station.

PHOTOGRAPH OF COMPARABLE 3



AERIAL MAP OF COMPARABLE 3



BEFORE LOT SALES COMPARISON GRID								
ITEM	SUBJECT	LOT SALE 1			LOT SALE 2		LOT SALE 3	
Location	S. Navy Blvd	Celeste Place			S. Navy Blvd		S Navy Blvd.	
Prox to Subj	N/A	0.1 mile			0.2-mile		Subject	
Sales Price	N/A	$210,000			$167,500		$199,500	
Prop Rights	Fee Simple	Similar			Similar		Similar	
Adjstd Price/Lot	N/A	$210,000			$167,500		$199,500	
Financing	Cash or Eqv	Similar			Cash to seller		Cash to seller	
Adjstd Price/Lot	N/A	$210,000			$167,500		$199,500	
Cond of Sale	Arm's Length	Similar			Similar		Similar	
Adjstd Price/Lot	N/A	$210,000			$167,500		$199,500	
Buyer Expend	None	Similar			Similar		Similar	
Adjstd Price/Lot	N/A	$210,000			$167,500		$199,500	
Time/Mkt Con	Mar-18	Apr-17			Aug-16	15%	Oct-17	
Adjstd Price/Lot	N/A	$210,000			$192,625		$199,500	
Location/Appeal	Bayou/Navy Blvd	Bayou Grande			Same		Same	
Site Area (Acres)	0.2796 & 0.3099	0.5260			0.40820		0.2237	
Water Frontage (WFF)	+-85 FF per lot	103			70		70.09	
Avg Depth	151	222	-5%		254	-5%	139	
Shape/Utility	Irreg/Avg	Irreg/Avg			Irreg/Avg		Irreg/Avg	
Access	Good	Good			Good		Good	
Zoning	Com	HDR			HDR		Com	
Utilities	All	Same			Same		Same	
Land Mix	Cleared	Similar			Similar		Similar	
Topography	Uplands	Similar			Similar		Similar	
Amenity	Good	Similar			Similar		Similar	
Shoreline	Good	Similar			Similar		Similar	
Easements	None adverse	None adverse			None adverse		None adverse	
Net Phys Adj %	N/A		-5%			-5%		0%
Adjusted Value/Lot	$193,998	$199,500			$182,994		$199,500	

Unit of Comparison - A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per SF, price per acre, price per front foot, price per SF of building area, price per room, etc. The function of the selected unit of comparison is to automatically adjust comparables for size. In this appraisal we are using price per lot, as this is the appropriate unit of comparison. This unit of comparison has been chosen because of the diminutive size of the subject property and the fact that a sufficient number of comparables are available in the immediate vicinity that compare well in terms of total lot size.

Following is a brief explanation of adjustments applied in the comparison grid.

Property Rights: To the best of the appraiser's knowledge, all of the comparables are of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing: The appraisal is made in terms of cash or terms generally equivalent thereto. Four of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary for the comparables, which sold in terms of cash or terms generally equivalent thereto.

Conditions of Sale: To the best of the appraiser's knowledge, all of the sales were found to be "arm's length" transactions without evidence of any undue influence or duress. For this reason, these comparables were sold under conditions of sale that are compatible with the market value definition and no adjustment is required.

Buyers Expenditures: The comps did not involve any extraordinary buyer or seller expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustments were necessary.

Time/Market Conditions: In arriving at our opinion concerning market conditions, we have reviewed a comprehensive array of sales data that spans the time frame over which sales have been collected. We have relied upon this review in our determination that market conditions have been appreciative with regard to the more dated sales transaction, which is adjusted accordingly.

Location: The subject property and comps are in very close proximity and bear the same locational attributes.

Site Area: The selected unit of comparison is price per lot so consideration is made for two subject lots.

Average Depth: Two comps are adjusted to account for more favorable depth.

Access: The subject and comps are accessed along paved, public roadways and therefore similar.

Zoning: The subject property and the comps exhibit reasonably similar zoning classifications and highest and best use determinations.

Utilities: The subject property and the comps have access to all public utilities.

Land Mix: The subject and comps are maintained land, ready for development.

Topography: The subject and comps are comprised of uplands and are similar with regard to this comparison category.

Amenity – The subject and comps provide similar amenity.

Shoreline – The subject and comps all benefit form similar bayou frontage. The comps bracket the subject with regard to the extent of water frontage.

Encumbrances: We found no adverse encumbrances for the subject property or comps, thus no adjustments are needed.

Qualitative Analysis – Comps 1 and 2 both require minor negative adjustment so we can conclude the value is likely less than $210,000 per lot. Comp 3 is not adjusted, indicating a value of $199,500 per lot. Further refinement of the value opinion is not supported via purely qualitative analysis.

Quantitative Analysis: A quantitative analysis allow for the greater exercise of the appraiser's judgement by the application of specific adjustments to account for dissimilarities in the data set. These adjustments are refined by many years of experience in the correlation of similar grids for the same or similar dissimilarities in active appraisal practice. The reasoning for the adjustments has been explained above. Once adjusted, the comps provide an adjusted value range of from $182,994 per lot to $199,500 per lot and average $193,998 per lot. Two comps both provide indications of $199,500 per lot, as does the quantitative analysis. Giving greatest weight to the comp requiring the least adjustment, we reconcile at $199,500 per lot, or a total before value of $399,000.

VALUE OPINION – "BEFORE" ("AS-IS")
(WITHOUT A PERPETUAL CONSERVATION EASEMENT)
THREE HUNDRED NINETY NINE THOUSAND DOLLARS
$399,000

VALUATION OF THE SUBJECT PROPERTY "AFTER"
("WITH A PERPETUAL CONSERVATION EASEMENT")

DESCRIPTION OF PERPETUAL CONSERVATION EASEMENT

An example of the proposed restrictive easement document to be conveyed is contained in the addenda. The purpose of the easement is to prevent encroachment upon the military installation by limiting development and use of the subject property. The easement accomplished the following: (1) gives the grantee the right to enter upon the property to monitor Grantor's compliance with the easement and to enforce the terms of the easement. (2) The Grantee also gains the right to grant or assign the easement without the consent of the Grantor. (3) Broadly restricts the subject property from all activities, development or use that would encumber, impede, limit or otherwise be incompatible with the mission of the Naval Air Station. (4) Restricts the property against all structures in excess of 100 feet in height and gives the grantee the right to enter upon the property and remove any such structures, if so erected. (5) Restricts the property against use of any lighting that would extend beyond the horizontal plane of the treetops. (6) Restricts the subject property against operations that produce smoke, glare, concentrations of birds or (broadly) other visual hazards. (6) Restricts the property against further subdivision. (7) Restricts the property from development except for one single-family residential dwelling of no more than 4,000 heated square feet plus a garage of no more than 600 square feet. No other residential dwellings may be constructed upon the property. Any construction requires 90 days advance notice and written approval of the grantee. (8) Grantor relinquishes any cause of action against the Grantor due to noise, vibrations, fumes, dust, fuel particles or other effects and agrees that any lease of the subject property will contain such a waiver by the lessee. (9) The Grantor agrees to incorporate the terms of this easement in any future deed or other legal instrument pertinent to conveyance of the subject property.

HIGHEST AND BEST USE "AFTER"

We refer the reader to the previous explanation of the definition of Highest and Best Use within the "before" analysis.

Legally Permissible Uses – The description for the zoning of the subject property remains the same as within the previous analysis. Additionally, in the "after" scenario, the entire subject property is encumbered by the previously described perpetual easement, which is significantly restrictive. The easement essentially limits the property to only single-family residential development. Other restrictions exist including as pertain to lighting, height restrictions, subdivision, disclosure, access, indemnification, etc..

Physically Possible Uses – The easement encompasses each subject lot and reduces its use potential to only single-family residential purposes. The subject property is of sufficient size to accommodate two single-family residential dwellings.

Financially Feasible Uses – The "after" property is restricted against the commercial and multi-family uses defined to be the highest and best use of the property before imposition of the restrictive easement. In the remainder scenario, the intensity of use is reduced drastically, so that the two remainder lots may be employed only for single-family residential purposes.

Maximally Productive Use - Considering the physically possible, legally permissible, and financially feasible uses, we are of the opinion that the highest and best use of the subject property, "as-vacant" and subject to the perpetual restrictive easement is for two residential dwellings of not more than 4,000 SF with an accompanying double garage of no more than 600 SF, one on each subject lot.

SALES COMPARISON APPROACH – "AFTER"
"AS ENCUMBERED BY A PERPETUAL EASEMENT"

In the "after" analysis ("as though encumbered by the perpetual easement), we again present a sales comparison analysis, where we analyze the subject property under the conclude highest and best use pertinent under the imposition of the restrictive easement. Under this perpetual easement, the owner would no longer retain the same property rights described in the "before analysis".

Below we present a new set of comparables for the analysis of the subject property in the "after" scenario. These comparables are of sales of property deemed to have a highest and best use of only single-family residential, due to zoning restrictions, shape, size location, or some combination of these characteristics. Location maps and detailed sales data sheets for each transaction are included on the following pages. Also, on a subsequent page is a summary table of comparable sales used in order to compare them to the remainder property, as encumbered by the restrictive easement. With this in mind, we will proceed with the presentation of the exhibits relative to the selected sales.

LOCATION MAP OF REMAINDER AND COMPARABLE PROPERTIES



Land Sale No. 4

Property Identification

Record ID	7176
Property Type	Vacant Land
Address	323 SE Baublits Drive , Pensacola, FL 32507
Tax ID	502S306090490023
Tax Account	0823340000
Inspect date	Oct. 15, 2018
Present use	Vacant

Sale Data

Grantor	Kenneth Danks a/ka Denneth L. Danks
Grantee	Blaine S. Lorimer and Jana L. M. Lorimer
Sale Date	July 2, 2018
Deed Book/Page	7926/1968
Property Rights	Fee Simple
Marketing Time	103-Days
Conditions of Sale	Arm's Length
Financing	Conventional
Sale History	7/2004 - $125,000
Instrument	Warranty Deed
Verification	Kenneth Danks, seller
Sale Price	$112,000

Land Data

Zoning	MDR
Topography	Level uplands
Utilities	All available
Dimensions	Metes and bounds
Shape	Irregular shape
Landscaping	cleared
Flood Info	Zone X
Future land use	MU
Highest & best use	Single family residential
Encumbrances	None known

Land Size Information

Gross Land Size	0.1977 acres
Front Footage	48.16 x 1127.45 x 62.55 x 124.2

Remarks

This property overlooks the bayou and a park being separated from the water by the residential street.

PHOTOGRAPH OF COMPARABLE 4





Land Sale No. 5

Property Identification

Property Type	Vacant Waterfront Land
Address	681 Palomar Drive, Pensacola, FL
Tax ID	512S306005000003
Tax Account	081490115
Inspect date	OCT. 15, 2018
Present use	Vacant

Sale Data

Grantor	Kermit Adkins and Jerry L. Adkins
Grantee	Patrick Neal Smith
Sale Date	Oct. 6, 2017
Deed Book/Page	7787/1703
Property Rights	Fee Simple
Marketing Time	54-days
Conditions of Sale	Arm's Length
Financing	Cash or equivalent
Sale History	Part of a multi-parcel sale on 2/19/2016
Instrument	Warranty Deed
Verification	Charles Hoffman, Notary
Sale Price	$178,000

Land Data

Zoning	HDMU
Topography	Sloping, dry
Utilities	No public water or sewer
Dimensions	Metes and bounds - see sketch
Shape	Irregular
Landscaping	Partially cleared
Flood Info	Zone X
Future land use	MU
Highest & best use	Single-family residential
Encumbrances	None adverse noted

Land Size Information

Gross Land Size	0.1872 acres
Dimensions	46.1 Palomar Dr x 174.65 x +-50 FF Bayou x 170.27

Indicators

Sale Price/SF	$21.82

Land Sale No. 5 (Cont.)

Remarks

This is a residential waterfront lot within a gated community



Land Sale No. 6

Property Identification	
Property Type	Vacant Waterfront Land
Address	500 Blk South 2nd Street
Tax ID	512S307062018038
Tax Account	083339100
Inspect date	Oct. 15, 2018
Present use	Vacant Land
Sale Data	
Grantor	Russell Glasgow
Grantee	Elizabeth Watkins and Carole Lockhart
Sale Date	March 6, 2018
Deed Book/Page	7865/673
Property Rights	Fee Simple
Marketing Time	553-Days
Conditions of Sale	Arm's Length
Financing	Conventional
Sale History	None in the prior three years
Instrument	Warranty Deed
Verification	Russell Glasgow, seller
Sale Price	$164,500
Land Data	
Zoning	MDR
Topography	uplands
Utilities	All available
Dimensions	Metes and bounds - See sketch
Shape	Irregular
Landscaping	Partially cleared
Flood Info	Zone X
Future land use	MU
Highest & best use	Single-family residential
Encumbrances	None adverse
Land Size Information	
Gross Land Size	0.1668 acre
Dimensions	50 FF 2nd St, +-65 FF Bayou, +-126’ avg. depth
Sale Price/Gross SF	$22.64
Remarks	

PHOTOGRAPH OF COMPARABLE 6



AERIAL PHOTOGRAPH OF COMPARABLE 6



The above land sales are organized on the following spreadsheet to facilitate a comparison with the subject and our adjustment process.

AFTER LOT SALES COMPARISON GRID								
ITEM	SUBJECT	LOT SALE 4		LOT SALE 5		LOT SALE 6		
Location	S. Navy Blvd	Baublits Dr.		Palomar Drive		2nd Street		
Prox to Subj	N/A	0.35 mile		0.3 mile		0.5 mile		
Sales Price	N/A	$112,000		$178,000		$164,500		
Prop Rights	Fee Simple	Similar		Similar		Similar		
Adjstd Price/Lot	N/A	$112,000		$178,000		$164,500		
Financing	Cash or Eqv	Similar		Cash to seller		Cash to seller		
Adjstd Price/Lot	N/A	$112,000		$178,000		$164,500		
Cond of Sale	Arm's Length	Similar		Similar		Similar		
Adjstd Price/Lot	N/A	$112,000		$178,000		$164,500		
Buyer Expend	None	Similar		Similar		Similar		
Adjstd Price/Lot	N/A	$112,000		$178,000		$164,500		
Time/Mkt Con	Mar-18	Jul-18		Oct-17		Mar-18		
Adjstd Price/Lot	N/A	$112,000		$178,000		$164,500		
Location/Appeal	Bayou/Navy Blvd	Similar		Superior	-10%	Same		
Site Area (Acres)	0.2796 & 0.3099	0.1977		0.18720		0.1668		
Water Frontage (WFF)	+-85 FF per lot	62.55		50		65.00		
Avg Depth	151	138		163		112		
Shape/Utility	Irreg/Avg	Irreg/Avg		Irreg/Avg		Irreg/Avg		
Access	Good	Good		Good		Good		
Zoning	Com	MDR		HDMU		MDR		
Utilities	All	Same		Same		Same		
Land Mix	Cleared	Similar		Similar		Similar		
Topography	Uplands	Similar		Similar		Similar		
Amenity	Residential Only	Similar		Similar		Similar		
Shoreline	Good	WF Park	25%	Similar		Similar		
Easements	Restrictive	None adverse	-10%	None adverse	-10%	None adverse	-10%	
Net Phys Adj %	N/A		15%		-20%		-10%	
Adjusted Value/Lot	$139,750	$128,800		$142,400		$148,050		

Unit of Comparison – We refer the reader to the previously presented explanation of the unit of comparison within the “before” analysis. Following is a brief explanation of the adjustments applied in the comparison grid.

Property Rights: To the best of the appraiser's knowledge, all of the comparables are of fee simple interest. Because the appraiser is estimating the value of the fee simple interest in the subject property, no adjustment is required for this element of comparison.

Financing: The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparables represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale: To the best of the appraiser's knowledge, all of the comps were found to be "arms length" transactions without evidence of any undue influence or duress. For this reason, these comparables were sold under conditions of sale that are compatible with the market value definition and no adjustment is required.

Buyers Expenditure: The comparable sales did not involve any extraordinary buyer or seller expenditures for demolition, rezoning and/or environmental considerations, thus, no adjustments were necessary.

Time/Market Conditions: In arriving at our opinion concerning market conditions, we have reviewed a comprehensive array of sales data that spans the time frame over which sales have been collected. We have relied upon this review in our determination that market conditions have been reasonably stable over the time period pertinent to this analysis, thus no adjustments are required.

Location: One comp is adjusted negatively because it is situated within a gated community deemed superior to the remainder property.

Site Area: There are two subject lots. We are developing our value on a price per lot basis.

Average Depth: The remainder and comps are reasonably similar in this regard and the comps bracket the subject property with regard to average depth. .

Access: Like the subject, the comps exhibit paved road access.

Zoning: The comps exhibit less intense zoning than the subject but the much of the subject's zoning has been rendered nil by the application of the restrictive easement. Thus, no adjustments are applied.

Utilities: The remainder and the comps are similar in this regard.

Topography: The remainder and the comps are reasonably similar in this regard.

Amenity: The comps have been purposefully selected as indicative of single-family residential amenity like that anticipated for the remainder.

Shoreline: One comparable does not have direct water frontage but is located across the street from the water and is therefore adjusted significantly.

Encumbrances – The comps possess certain characteristics, as described above, which produce a highest and best use equivalent to that of the remainder property. We have utilized land sales in the remainder scenario for which we expect only single-family residential development due to location, zoning, size, amenity or some combination of the same. Thus the "after" comps are representative of "price mirrors" for the remainder property as encumbered by the restrictive easement. Nevertheless, there remain certain additional restrictive aspects of the easement for which additional adjustment is pertinent, such as the obligation for disclosure, indemnification, etc. To account for these aspects of the easement, negative adjustment is deployed.

"After" Land Value Analysis: The comps indicate an adjusted unit value range for the remainder property from $128,800 per lot to $148,050 per lot and average $139,750 per lot. We reconcile near the mean of the indicators at a rounded $140,000 per lot.

Applied to the two subject lots, this renders a total value for the remainder property of $280,000.

VALUE OPINION– "AFTER"
(WITH THE PERPETUAL RESTRICTIVE EASEMENT)
TWO HUNDRED EIGHTY THOUSAND DOLLARS
$280,000

SUPPORT FOR VALUE DIMINUTION DUE TO CONSERVATION EASEMENT

"BEFORE" VALUATION: $399,000

"AFTER" VALUATION: $280,000

The indicated value of the subject in the "before" analysis is $399,000, and in the "after" analysis $280,000, rendering a difference of $119,000.

SUMMARY OF VALUE FINDINGS:	
Before Property	$ 399,000
After Property	$ 280,000
Dimunition in Value	$ 119,000

ADDENDA

CURRICULUM VITAE
R. SHAWN BRANTLEY, MAI, CCIM, SRA
BRANTLEY & ASSOCIATES REAL ESTATE APPRAISAL CORP.
850-433-5075 shawnbrantley@brantleyassociates.com

AFFILIATIONS/DESIGNATIONS:

MAI Designation: Commercial appraisal designation awarded in 1994, Member #10514

CCIM Designation: Commercial investment designation awarded in 1999, Member #8500

SRA Designation: Residential appraisal designation awarded in 1990, Member #42488

AI – GRS Designation: Review appraisal designation awarded in 2015

State Certified in Florida (Cert Gen RZ289) in February 1990 and Alabama (State Certified General Real Property Appraiser, #G00419) in September 1997 to appraise all types of real property.

FHA Appraiser: Member of Federal Housing Administration's Fee Appraisal Panel, 1986-1994.

VA Appraiser: Member of Veteran's Administration's Fee Appraisal Panel, 1993-2004.

Realtor: Member of Local Association, Florida Association, and National Association of Realtors.

Professional Service: Past President of NWF Chapter of Appraisal Institute for 1997, Admissions Chair for Appraisal Institute in 1996, Have served extensively on Appraisal Institute's Regional Ethics & Counseling Panel, Have served extensively on commercial (MAI) & residential (SRA) candidate experience review committees & professional standards committees for the Appraisal Institute. Past President of Santa Rosa Co. Board of Realtors in 1991, Have served on Realtor's board of directors for many years, Past chairman of Realtors grievance, professional standards, long-range planning & awards committees.

EXPERIENCE:

Over 30 Years of Experience: Owner/President of Brantley and Associates Real Estate Appraisal Corp. from 2004 to present. Owner of Martin, Brantley & Associates, Inc. from 1997-2004. Owner/President of Brantley Real Estate, Inc. from 1990-1996. Employed as Staff Appraiser with Presley Real Estate, Inc. from 1984-1989.

Court Experience: Have testified in proceedings pertaining to values and damages on more than 100 occasions, including order of takings for eminent domain, jury trials, divorce cases, partition suits, bankruptcy matters, etc. Have qualified in County and Federal Courts.

Varied Experience: Experience includes appraisals in the following property types: Agricultural, Apartments, Automotive dealerships, Banks, Borrow Pits, Cemeteries, Churches, Condemnation matters, Condominiums, Convenience stores, Cropland, Dental facilities, Easements, Eminent domain matters, Extended stay motels, Farms, Fast food facilities, Golf courses, Grain bins, Greenhouses, Hair salons, High-rise condominiums, Homes up to over 9,000SF, Hotels, Industrial properties, Land tracts up to 422,000 acres, Leasehold interests, Liquor stores, Manufacturing plants, Medical facilities, Mobile home parks, Motels, Night Clubs, Offices, Oceanfront properties, Partial Interests, Restaurants, Retail, Right-of-way corridors, RV Parks, Self-storage facilities, Service stations, Shopping centers, Subdivisions, Supermarkets, Timberland, Warehouses, Waterfront property, Wetlands, etc.

Geography of Experience: Most extensive experience is within the Florida counties of Escambia, Santa Rosa, Okaloosa, Walton, & Bay, and the Alabama counties of Baldwin, Mobile, and Escambia.

Other Experience: Employed by ETS (Educational Testing Service) as a test question writer & reviewer for Florida's examination for the state certification of real estate appraisers. Selected by the Florida Dept. of Revenue as participant in its bi-annual Florida Real Estate Value Survey. Selected by University of Florida, Institute of Food & Agricultural Sciences, as participant in its bi-annual survey of North Florida Land Values. Have published magazine articles relevant to real estate appraisal issues.

Partial List of Prior Clients:

Law Firms: Balch & Bingham, LLP; Borowski & Duncan; Chase, Quinnell & Jackson; Clark, Partington, Hart, Larry, Bond & Stackhouse; Greenburg, Traurig; Johnson, Green & Miller; Lindsay, Andrews & Leonard; Litvak, Beasley, Wilson; Locklin, Jones & Saba; Lyons, Pipes & Cook; Moore, Hill & Westmoreland; Shell, Fleming, Davis & Menge; Thompson, Garrett & Hines; Werre & Fitzgerald

Banks: Bank of America, BB&T, Hancock Bank, Centennial Bank, Coastal Bank & Trust, Compass Bank, First American Bank, Regions Bank, SunTrust, Synovus, Wells Fargo.

Governmental Agencies & Political Subdivisions: City of Destin, City of Gulf Breeze, City of Milton, City of Pensacola, Escambia County, Florida Dept. of Environmental Protection, Florida Dept. of Transportation, Okaloosa County, Mobile County, Santa Rosa Bay Bridge Authority, Santa Rosa County, Santa Rosa County School Board, U.S. Army Corps of Engineers, U.S. Department of Housing & Urban Development, U.S. Department of Veterans Affairs.

Corporate Clients: Associates Relocation, American Cyanamid, Baptist Hospital, Baskerville-Donovan, Inc., Blue Sky Timber, LLC, Chicago Title Insurance Co., CBRE, Coldwell Banker Relocation, Cushman Wakefield, Education Credit Union, Elliot-Cooke & Co. CPA's, Equitable Relocation, Farm Credit, Figg Engineers, Inc., General Electric Corp., Gulf Power Co, International Paper Corporation, Medical Center Clinic, P.A., Monsanto Employees Credit Union, Moreland-Altobelli Assoc., Inc., Old Republic Title Insurance Co., Pace Water System, Inc., Sacred Heart Hospital, Saltmarsh, Cleveland & Gund, CPA's, Southern Farm Bureau Casualty Insurance Co, Teachers Federal Credit Union.

EDUCATION:

M.S. Real Estate Appraisal, University of St. Thomas, St. Paul, Minnesota, 2007.

B.S., Finance & Investment Management, University of Alabama, Tuscaloosa, Alabama, 1984.

Over 1,000 classroom hours of specialized appraisal education specific to real estate appraisal:

COURSE DESCRIPTION	DATE	HOURS	SPONSOR
Basic Hotel Appraising	11/16	7	McKissock
National USPAP Update	11/16	7	McKissock
Real Estate Finance Statistics & Valuation Modeling	10/16	14	Appraisal Institute
Business Practices ands Ethics	10/16	05	Appraisal Institute
Florida Laws & Regulations	09/16	03	McKissock
USPAP	08/15	07	Appraisal Institute
Dimunition of Value and Severance Damages	05/15	02	American Society of Appraisers
USPAP Update and Core Law	10/14	7/3	Bert Rodgers
Florida Laws & Regulations	09/14	03	Bert Rodgers
Review Theory - General	08/14	20	Appraisal Institute
USPAP Update	10/12	07	Bert Rodgers
Challenging Assignments for Residential	10/12	07	Bert Rodgers
Appraisal of 2-4 Family & Multi-Family Properties	10/12	07	Bert Rodgers
Foreclosure Basics for Appraisals	09/12	07	Bert Rodgers
Florida Laws & Regulations	08/12	03	Bert Rodgers
Business Practices & Ethics	12/10	07	Appraisal Institute
Advanced Appraisal Review	06/10	17	Florida Department of Transportation
Supervisor and Trainee Appraiser	06/10	03	Florida Department of Transportation
USPAP Update and Core Law	06/10	7/3	Florida Department of Transportation
Aviation Valuation	01/09	02	Pensacola Regional Airport
USPAP Update and Core Law	04/08	7/3	Florida Department of Transportation
Supervisor & Trainee Rules & Roles	04/08	03	Florida Department of Transportation
Advanced Appraisal Review	04/08	17	Florida Department of Transportation
Appraisal of Sovereign Submerged Lands	03/08	06	Dept. of Environmental Protection
Valuation of Conservation Easements	01/08	31	Appraisal Institute
Using the HP12C Calculator	11/06	07	Appraisal Institute
Appraisal of Nursing Facilities	11/06	07	Appraisal Institute
Analyzing Operating Expenses	11/06	07	Appraisal Institute
Market & Feasibility Analysis	08/06	40	University of St. Thomas
National USPAP	04/06	07	McKissock
Florida Laws & Regulations	04/06	03	McKissock
Advanced Appraisal Topics	01/06	40	University of St. Thomas
Business Practices & Ethics	12/05	08	Appraisal Institute

EDUCATION (CONT'D)			
COURSE DESCRIPTION	DATE	HOURS	SPONSOR
Statistical Analysis for Appraisal	08/05	40	University of St. Thomas
USPAP	10/04	07	McKissock
Legal Issues in Valuation	08/04	40	University of St. Thomas
Timberland Appraisal Methods	02/04	12	Appraisal Institute
Florida State Law for Real Estate Appraisers	11/03	03	Appraisal Institute
Effective Appraisal Writing	08/03	07	Appraisal Institute
USPAP	11/02	04	Bert Rodgers
Communicating the Appraisal	11/02	04	Bert Rodgers
Neighborhood Analysis	11/02	04	Bert Rodgers
Residential Subdivision Analysis	11/02	05	Bert Rodgers
Sales Comparison Approach	11/02	06	Bert Rodgers
Appraisal Research and Analysis	11/02	04	Bert Rodgers
Urban Land Economics	08/01	26	Univ. of St. Thomas
USPAP Update	06/01	07	S. Vehmeier
Uniform Standards & Prof. App. Practices	11/00	10	McKissock
Factory-Built Housing	11/00	10	McKissock
Automated Valuation Models	11/00	10	McKissock
USPAP "Core" Law	08/99	07	NWF Ch. Appraisal Inst.
Comp. Commercial Review	06/99	20	CCIM
Real Estate Decision Analysis	01/99	30	CCIM
Real Estate Market Analysis	09/98	30	CCIM
Real Estate Financial Analysis	03/98	30	CCIM
Standard of Professional. Practice "C"	04/98	15	Appraisal Institute
USPAP "Core" Law for Appraisers	10/97	07	Appraisal Institute
Condemnation Valuation	05/97	04	EC Ch. Appraisal Inst.
Tomorrows Appraiser	10/96	04	Appraisal Institute
Standards of Prof. App. Prac. A	1996	16	Appraisal Institute
Tools for Better Appraising	1996	01	NWF Ch. Appraisal Inst.
Complex Residential Properties	1995	07	Mid-S AI C
Appraising FHA Insured Prop.	1995	07	Appraisal Institute
Exp. Review Training Program	1995	04	NWF Ch. Appraisal Inst.
Understanding Limited Appraisals	1994	07	Appraisal Institute
Standards of Prof App Pract. B	1994	11	Appraisal Institute
Standards of Prof App Pract. A	1994	15	Appraisal Institute
USPAP Core Law Seminar	1994	07	NWF Ch. Appraisal Inst.
Comp. Appraisal Workshop	1994	23	T. Whitmer Co
USPAP/Environ. Hazards	1992	10	Real Estate Ed. Spec
Litigation Valuation	1991	15	Appraisal Institute
Adv. Income Capitalization	1989	15	Appraisal Institute
State Cert. Real Est Appr Cs-II	1989	60	Bert Rodgers
State Cert. Real Est Appr Cs-I	1989	60	Bert Rodgers
Valuation & Report Writing	1988	48	AIREA/Univ. Florida
Case Studies in RE Valuation	1987	48	AIREA/Univ. North Carolina
Standards of Professional Prac	1987	28	AIREA/Texas Christian University
Appl Residential Prop Valuation	1987	challenged	SREA
Capitalization Theory & Tech B	1987	challenged	AIREA
Capitalization Theory & Tech A	1986	challenged	AIREA
Basic Valuation Proc. (Exam 1A2)	1986	challenged	AIREA
Real Estate Appr Prin. (Exam1A-1)	1985	challenged	AIREA
Real Estate Brokers Course	1984	48	Bert Rodgers
Principals of Real Estate (FI431)	1984	60	University of Alabama
Real Estate Finance (FI 436)	1983	60	University of Alabama
Real Estate Salesman's Course	1979	51	Bert Rodgers

Brantley & Associates Real Estate Appraisal Corp

Appraisals Review Appraisals Consulting

R. Shawn Brantley, MAI, M.S., AI-GRS, CCIM, SRA
FL: State-Certified General Real Estate Appraiser RZ 289
AL: Certified General Real Property Appraiser G00419

POB 12505
Pensacola, Florida 32591
shawnbrantley@brantleyassociates.com
850-433-5075

Oct. 16, 2018

American Fidelity Life Insurance Company
500 South Palafox St., Suite 200
Pensacola, Florida 32502

Re: Escambia County Tax Parcel 502S305030005001 & 502S305030003001 at 615 and 617 South Navy Blvd., Pensacola, FL 32507

Dear Sir or Madame

This communication is to inform you that I have been engaged to appraise the above referenced property that you own, relative to a potential partial acquisition by Escambia County. The purpose of the appraisal is to estimate the value of a restrictive easement to be potentially acquired.

Any information that you may wish to provide about the property, such as surveys, title information, prior transactions, or other information will be helpful in making an accurate value estimate. Please contact me if you wish to provide information about the property or have any specific instructions regarding our inspection of your property. Feel free to reach me on my cell phone at 850-607-3991,

Sincerely,

BRANTLEY & ASSOCIATES REAL ESTATE APPRAISAL CORP.

R. Shawn Brantley, MAI

R. Shawn Brantley, President, MAI, M.S., CCIM, AI-GRS, SRA
State Certified General Appraiser RZ289

Escambia County, FL - Address Search
617 S NAVY BLVD

Warning: This is not a survey

This site was prepared by the Escambia County GIS Division and is provided for information purposes only. It is not to be used for development of construction plans or any type of engineering services based on the information depicted herein and is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Administrative Report

Parcel Site Address:	617 S NAVY BLVD
Parcel Ref (link to Property Appraiser):	50-2S-30-5030-003-001
Tax Collector ID (link to Tax Collector):	080967000
Commission District:	2
Jurisdiction:	Unincorporated Escambia County
Zip Code of Site Address:	32507 (Note: Must be verified with USPS)
Water Franchise:	THE PEOPLES WATER SERVICE COMPANY
Elementary School Zone:	Navy Point (Note: Must be verified with the ECSD)
Middle School Zone:	Bailey (Note: Must be verified with the ECSD)
High School Zone:	Pensacola (Note: Must be verified with the ECSD)
Voting Precinct:	24
Polling Place:	Warrington United Methodist Church (Note: Must be verified with the ECSOE)
Mosquito Spray Area::	7

Emergency Management Report

Hurricane Evacuation Zone:	B
Special Flood Hazard Area:	AE
DFIRM Panel:	12033C0532G
Base Flood Elevation:	9,8
Wind Zone:	140
Fire District:	WARRINGTON - 16

Topographical Report

Wetlands Attribute (not an official wetland determination):	No
Soils Map Unit Name:	FOXWORTH SAND, 0 TO 3 PERCENT SLOPES
Drainage Basin:	BAYOU GRANDE
Drainage Basin Number:	VIII

Escambia County, FL - Address Search
615 S NAVY BLVD

Warning: This is not a survey

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Administrative Report

Parcel Site Address:	615 S NAVY BLVD
Parcel Ref (link to Property Appraiser):	50-2S-30-5030-005-001
Tax Collector ID (link to Tax Collector):	080968000
Commission District:	2
Jurisdiction:	Unincorporated Escambia County
Zip Code of Site Address:	32507 (Note: Must be verified with USPS)
Water Franchise:	THE PEOPLES WATER SERVICE COMPANY
Elementary School Zone:	Navy Point (Note: Must be verified with the ECSD)
Middle School Zone:	Bailey (Note: Must be verified with the ECSD)
High School Zone:	Pensacola (Note: Must be verified with the ECSD)
Voting Precinct:	24
Polling Place:	Warrington United Methodist Church (Note: Must be verified with the ECSOE)
Mosquito Spray Area::	7

Emergency Management Report

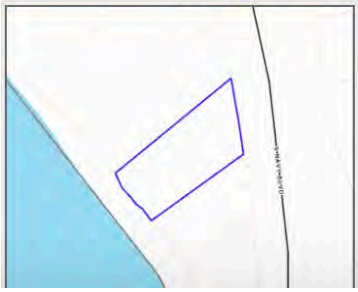
Hurricane Evacuation Zone:	A,B
Special Flood Hazard Area:	AE
DFIRM Panel:	12033C0532G,12033C0369G
Base Flood Elevation:	9,8
Wind Zone:	140
Fire District:	WARRINGTON - 16

Topographical Report

Wetlands Attribute (not an official wetland determination):	No
Soils Map Unit Name:	FOXWORTH SAND, 0 TO 3 PERCENT SLOPES
Drainage Basin:	BAYOU GRANDE
Drainage Basin Number:	VIII

Land Use Report	
Zoning:	Com
Future Land Use 2030:	MU-U
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	AIPD 2 - NAS Pensacola
CRA District and Overlay District:	WARRINGTON
Accident Potential Zone Description:	No
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	No
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Parcel Map Image



Land Use Report	
Zoning:	Com
Future Land Use 2030:	MU-U
Pensacola Regional Airport Real Estate Disclosure Area (See Military Base Disclosure Info below):	No
Pensacola Regional Airport Noise Zone:	No
Pensacola Regional Airport Height Restriction Grid:	No
Pensacola Regional Airport Education Facility Zone:	No
Airfield Influence Planning District:	AIPD 2 - NAS Pensacola
CRA District and Overlay District:	WARRINGTON
Accident Potential Zone Description:	No
Accident Potential Zone Restriction:	No
AICUZ Noise Zone:	No
AICUZ Special Area:	No
AICUZ Special Area Restrictions:	No
Scenic Highway Overlay District:	No
Enhanced Neighborhood Protection Zone:	No
DSAP Overlay:	No
Well Head Protection Area - 7 Year:	No
Well Head Protection Area - 20 Year:	No
Perdido Key Beach Mouse Critical Habitat:	No
NFCU USA:	No
Enterprise Zone:	No
Perdido Key Master Plan Town Center Overlay:	No

Parcel Map Image



Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference: 502S305030005001
Account: 080968000
Owners: AMERICAN FIDELITY LIFE INSURANCE CO
Mail: 500 S PALAFOX ST STE 200 PENSACOLA, FL 32502
Situs: 615 S NAVY BLVD 32507
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$91,200	$0	$91,200	$91,200
2017	$91,200	$0	$91,200	$91,200
2016	$91,200	$0	$91,200	$91,200

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1989	2730	979	$102,000	WD	View Instr
12/1987	2527	381	$100	QC	View Instr
01/1968	406	362	$18,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

None

Legal Description

LTS 5 6 BLK 1 OR 2730 P 979 BEVERLY BEACH PB 1 P 28 SEC 51 T 2S R 30 LESS OR 1678 P 147 RD R/W FOR NEW NAVY YARD...

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id: CA212

Approx. Acreage: 0.3099

Zoned: Com

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:10/16/2018 (tc.19514)

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Navigate Mode: Account / Reference

Printer Friendly Version

General Information

Reference: 502S305030003001
Account: 080967000
Owners: AMERICAN FIDELITY LIFE INSURANCE CO
Mail: 500 S PALAFOX ST STE 200 PENSACOLA, FL 32502
Situs: 617 S NAVY BLVD 32507
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$83,904	$0	$83,904	$83,904
2017	$83,904	$0	$83,904	$83,904
2016	$83,904	$0	$83,904	$83,904

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1988	2642	128	$115,000	WD	View Instr
01/1982	1606	853	$43,200	WD	View Instr
03/1980	1426	253	$61,500	WD	View Instr
01/1968	409	313	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2018 Certified Roll Exemptions

None

Legal Description

LTS 3 4 BLK 1 BEVERLY BEACH PB 1 P 28 SEC 51 T 2S R 30 LESS OR 1678 P 147 RD R/W FOR NEW NAVY YARD BRIDGE AND...

Extra Features

None

Parcel Information — **Launch Interactive Map**

Section Map Id: CA212

Approx. Acreage: 0.2796

Zoned: Com

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images



3/17/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:10/16/2018 (tc.22634)

ESCAMBIA COUNTY
TAX COLLECTOR

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General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click here.

2017 Roll Details — Real Estate Account At 617 S NAVY BLVD

Real Estate Account #08-0967-000

Print this page | Parcel details | Latest bill | Full bill history

2017	2016	2015	2014	...	2008
PAID	PAID	PAID	PAID		PAID

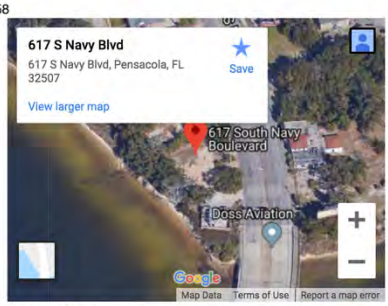
Get Bills by Email

PAID 2017-12-06 $1,168.42
Effective 2017-11-30
Receipt #120-17-00350458

Owner: AMERICAN FIDELITY LIFE INSURANCE CO
500 S PALAFOX ST STE 200
PENSACOLA, FL 32502
Situs: 617 S NAVY BLVD

Account number: 08-0967-000
Alternate Key: 156664
Millage code: 06
Millage rate: 14.3268

Assessed value: 83,904
School assessed value: 83,904
Unimproved land value: 83,904



Location is not guaranteed to be accurate.

Property Appraiser

2017 Annual bill — View

Ad valorem: $1,202.07
Non-ad valorem: $15.03
Total Discountable: 1217.10
No Discount NAVA: 0.00
Total tax:

Legal description

LTS 3 4 BLK 1 BEVERLY BEACH PB 1 P 28 SEC 51 T 2S R 30 LESS OR 1678 P 147 RD R/W FOR NEW NAVY YARD BRIDGE AND FEDERAL CIVIL CASE #PCA 82-0619 OR 2642 P 128 CA 212

Location

Geo number: 502S305030003001
Range: 30
Township: 2S
Section: 50
Block: 001
Lot: 003
Use code: 0000
Total acres: 0.280

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Escambia County Tax Collector

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General Notice - Litigation accounts are not considered delinquent and payments are not due. To see the range of accounts in litigation, click here.

2017 Roll Details — Real Estate Account At 615 S NAVY BLVD

Real Estate Account #08-0968-000

Print this page | Parcel details | Latest bill | Full bill history

2017	2016	2015	2014	...	2008
PAID	PAID	PAID	PAID		PAID

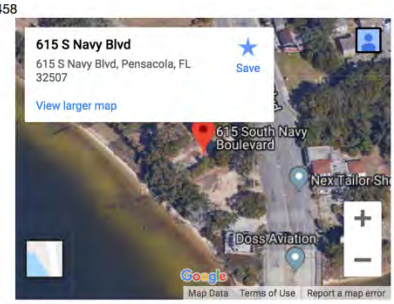
Get Bills by Email

PAID 2017-12-06 $1,268.76
Effective 2017-11-30
Receipt #120-17-00350458

Owner: AMERICAN FIDELITY LIFE INSURANCE CO
500 S PALAFOX ST STE 200
PENSACOLA, FL 32502
Situs: 615 S NAVY BLVD

Account number: 08-0968-000
Alternate Key: 156668
Millage code: 06
Millage rate: 14.3268

Assessed value: 91,200
School assessed value: 91,200
Unimproved land value: 91,200



Location is not guaranteed to be accurate.

Property Appraiser

2017 Annual bill — View

Ad valorem: $1,306.60
Non-ad valorem: $15.03
Total Discountable: 1321.63
No Discount NAVA: 0.00
Total tax:

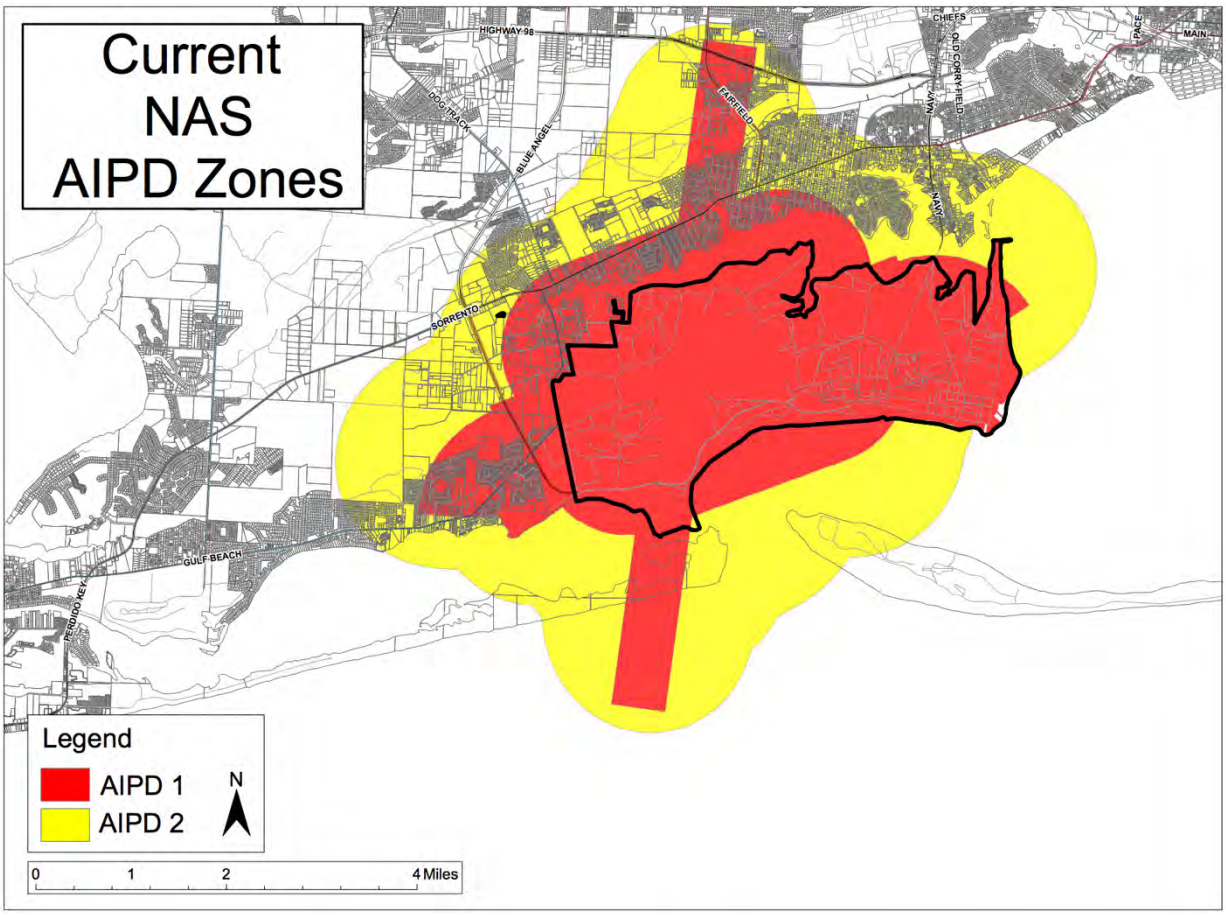
Legal description

LTS 5 6 BLK 1 OR 2730 P 979 BEVERLY BEACH PB 1 P 28 SEC 51 T 2S R 30 LESS OR 1678 P 147 RD R/W FOR NEW NAVY YARD BRIDGE AND FEDERAL CIVIL CASE #PCA 82-0619 CA 212

Location

Geo number: 502S305030005001
Range: 30
Township: 2S
Section: 50
Block: 001
Lot: 005
Use code: 0000
Total acres: 0.310

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Current
NAS
AIPD Zones
HIGHWAY 98
CHIEFS
PACE
MAIN
FAIRFIELD
BLUE ANGEL
SORRENTO
GULF BEACH
PERDIDO KEY
Legend
AIPD 1
AIPD 2
N
0
1
2
4 Miles

Contract Number: N69450-19-RP-_____

This instrument prepared by:

Department of the Navy, Real Estate Counsel

Record and Return to:
Naval Facilities Engineering Command Southeast
Naval Air Station Jacksonville
Director, Real Estate Services
Box 30 Bldg. 903
Jacksonville, FL 32212-0030

RESTRICTIVE EASEMENT

THIS GRANT OF EASEMENT is made this ____ day of _____, 2018, **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, having an address of Escambia County Administrative Office, Attn: Senior Manager, Escambia County Board of County Commissioners, 221 Palafox Place, Pensacola, Florida 32502 (the "**Grantor**"), to **UNITED STATES OF AMERICA** and its assigns, having an address at P.O. Box 30, Building 903, Attn: Real Estate, Jacksonville, Florida, 32212-0030, hereinafter (the "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain non-homestead real property containing approximately 1.07 acres located in Escambia County, Florida, more particularly described in **Exhibit "A"** and depicted in **Exhibit "B"** both of which are attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Property is in the vicinity of Naval Air Station Pensacola, Florida (the "Installation") which is operated and used by the United States of America (the "United States") for military purposes; and

WHEREAS, Grantee and the Federal Government have entered into an agreement pursuant to 10 U.S.C. § 2684a to work together to prevent encroachment, limit development that is incompatible with the mission of the Installation, and achieve conservation objectives by acquiring certain real property interests located in the vicinity of the Installation; and

WHEREAS, Grantee has requested a restrictive easement from Grantor to prevent encroachment and limit development or use of the Property that would otherwise be incompatible with the mission of the Installation; and

WHEREAS, Grantee and Grantor intend for the Grantee to assign this restrictive easement to the United States of America, provided that such assignment will not enlarge the rights of the United States of America in the Property beyond the terms of this easement or impose any additional limitations on Grantor; and

WHEREAS, Grantee, acting through its governing body, the Escambia County Council, finds that acquisition of this restrictive easement on the Property furthers the governmental interest of fostering the general health and welfare of its citizens and of visitors to Escambia County, Florida and is in the best interests of Escambia County and the public in general.

NOW THEREFORE, in consideration of _____ **and Zero Cents ($_____.00)**, the receipt and sufficiency of which is hereby acknowledged by Grantor, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys to the Grantee a restrictive easement (the "Easement") in perpetuity over the Property described in **Exhibit "A"** of the nature and character and to the extent set forth herein.

1. Purpose. It is the purpose of this Easement to prevent any improvement, development or use of the Property that would otherwise be incompatible with the mission of the Installation.

2. Definitions. Grantor and Grantee agree that the following terms used throughout this Easement shall be defined as and have the following meanings:

a. "Grantor" shall be defined as the original Grantor of this Easement, or upon any change in fee simple ownership of the Property, then subsequently as his, her, its, or their personal representatives, heirs, successors, assigns, or subsequent owners.

b. "Grantee" shall be defined as Escambia County, a political subdivision of the State of Florida, or upon assignment/transfer of this Easement, then subsequently as its successor(s) and assign(s), specifically including the United States of America.

c. "Aircraft" shall be defined as any and all types of aircraft, to include, but not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing noise levels, for the purpose of military training, and/or transporting persons or property through the air by whomsoever owned or operated.

d. "Installation" shall be defined as Naval Air Station Pensacola, the NAS Pensacola Special Areas in Escambia County, Florida, and all Navy-owned facilities located within the legal jurisdiction of Escambia County, Florida.

e. "Construction" as used in this Easement includes building a new structure on the Property, rebuilding or restoring more than 50% of an original structure which has been destroyed, and expanding or making additions to an existing structure on the Property. Construction does not include making repairs, remodeling, or performing maintenance to existing structures on the Property.

3. Rights of Grantee. To accomplish the Purpose of this Easement, the following rights are conveyed to the Grantee by this Easement:

a. To prohibit any development or use of the Property that would encumber, impede, limit or otherwise be incompatible with the Purpose of this Easement, and to require the removal of such non-complying development or uses of the Property pursuant to Section 7 below.

b. To enter upon and over the Property in a reasonable manner and at reasonable times to monitor Grantor's compliance with the terms of this Easement or at any time upon an event of non-compliance with the terms of this Easement to enforce the terms of this Easement; provided that Grantee will provide at least five (5) days notice of such entry to Grantor, except when there is a threat of imminent harm of personal injury or property damage. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

c. To grant or assign this Easement on the Property to any federal agency or department of the United States of America without prior written approval from Grantor, provided that such grant or assignment will not enlarge the rights of Grantee in the Property or impose any additional limitations on Grantor.

4. Restricted Uses and Development Rights. Any activity, development, or use of the Property inconsistent with the Purpose of this Easement is prohibited. The following activities and uses on the Property are expressly prohibited or restricted:

a. Activities. All activities, development, or use of the Property that would encumber, impede, limit or otherwise be incompatible with the mission of the Installation.

b. Human Habitation. Except for the rights reserved in Section 5 below, the Property may not be used for human habitation, including but not limited to temporary accommodations such as cabins, trailers, RVs, and tents.

c. Setbacks. No structure, with the exception of fencing, may be located within 50 feet of any property line abutting the Installation.

d. Height Restriction. The erection, construction, installation, alteration or growing, whether public or private, of any structure, building, antenna, tower, wire, tree or other obstruction, whatever its nature, extending more than 100 **feet** above ground level (AGL) is prohibited. Upon prior notice to Grantor, Grantee, at Grantee's expense, reserves the right to enter upon the Property to cut down, top or trim and remove all trees, plants, vines, and vegetative growth not in conformance with this Easement. At Grantor's cost and expense, and free from any consequential damages, Grantee may enter upon the Property to alter or remove all structures, buildings, antennas, towers, or other non-vegetative obstructions, whatever their nature, not in conformance with this Easement which shall be erected, constructed or installed on the Property from and after the date of this Easement.

e. Lighting. All lighting equipment installed or maintained on the Property, including streetlights, floodlights and searchlights, shall be positioned so that no light is emitted

above the horizontal plane of the treetops. This provision shall not prohibit or restrict the use of standard lights on automobiles, trucks, and lighting within allowed structures.

f. Other Operational & Training Hazards. No operations of any type are permitted that produce smoke, glare or other visual hazards, or encourage concentrations of birds, such as bird feeding stations, ponds, (except as otherwise allowed in this Easement), and mature crops left un-harvested, that may be dangerous for aircraft operating from the Installation. Intensive, commercial poultry enterprises are specifically prohibited.

g. Construction. New Construction of any structure or edifice, and any other additions to, or alterations of the Property are prohibited except as provided in Section 5 below. Construction allowed under this Easement is subject to the notice provisions of Section 6 below.

h. Subdivision. The property currently consists of one tract. The division, subdivision or de facto subdivision of the Property is prohibited. A lease of a portion of the Property for an authorized use under this Easement shall not be prohibited or considered a division, subdivision, or de facto subdivision.

i. Burning. Controlled burns for agricultural purposes, habitat improvement, and mitigation of fire hazards must be approved in writing by the Grantee prior to commencing said activities. The burning of reasonable amounts of yard debris is permitted without prior Grantee notification or approval.

5. Grantor's Reserved Rights. Subject to the restrictions of Section 4 and the Notification requirements of Section 6, Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns all rights accruing from its ownership of the Property and accruing from law that are not expressly prohibited herein, provided such rights are compatible with the Purpose. In addition to these general reserved rights or interests, the following rights are expressly reserved to the Grantor, and to its personal representatives, heirs, successors and assigns, and are deemed compatible with the Purpose and are expressly permitted hereunder:

a. Residential Use. One single-family residential dwelling of no more than 4,000 heated square feet may be constructed and used on the Property at the location of the Grantor's choice. A garage of no more than 600 square feet may also be constructed and used on the Property. No other residential dwellings may be constructed or used on the Property. These rights are subject to the notice provisions of Section 6 below.

b. Controlling predatory and problem animals. Controlled hunting may be permitted for the purpose of wildlife management. Exercise of this right must be made in coordination with the Grantee.

c. Fencing. Construction of fencing reasonably necessary for the permitted uses hereunder is compatible with this Easement.

d. Establishing retention or detention ponds or impoundments to ameliorate storm water runoff on or affecting the Property. Grantor, in consultation with and with prior approval of the Grantee, will be permitted to create such storm water impoundments on the Property, provided they are not enhanced for the attraction of waterfowl. However, should the impoundments or other improvements made attract such a concentration of birds that they cause a training or operational hazard to the Installation, the Grantor, upon the request of the Grantee, shall modify the improvements to the extent required to ameliorate the training or operational hazard created. Such modification work shall be at the sole cost of the Grantor. This right is subject to the notice provisions of Section 6 below.

e. Agriculture and Farming. Grantor is permitted to use the Property for all methods designed to produce and manage crops, and the farming activities of feeding and housing reasonable numbers of farm animals, such as cattle, goats, and horses, including, without limitation, the Construction of new (and maintenance and restoration of existing) structures for the housing of farm animals or storage of farm equipment which are not inconsistent with the other restrictions contained within this Easement (i.e., setbacks, height limits, lighting, etc.) or the Purpose of this Easement. Agricultural and farming structures shall not be used for human habitation. Grantor's right to construct such structures is subject to the notice provisions of Section 6 below.

f. Passive Recreational Use. Grantor is permitted to use the Property for all non-public recreational activities (such as but not limited to hiking, horseback riding, bird watching, fishing, and camping) that require no surface alteration or other development of the land and are consistent with the restrictions contained in this Easement and the Purpose of this Easement.

g. Silviculture and Use of Natural Resources. Grantor is permitted to use the Property for all silvicultural and other exploitation of the Property's natural resources, including but not limited to timber harvesting (to include thinning and clearcutting of marketable timber), mechanical and chemical site preparation, reforestation, and all other activities associated therewith provided such uses are consistent with the restrictions contained in this Easement and the Purpose of this Easement.

h. Undeveloped land. Undeveloped or raw land, which is defined as land on which no improvements have been made; land in its natural state before grading, construction, subdivision, or the installation of utilities, is compatible.

6. Notification Provisions.

a. Notice of Intent to Undertake New Uses and Construction. Whenever Grantor plans to undertake a new use or perform Construction on the Property, Grantor will notify the Grantee in writing by certified mail not less than ninety days (90) prior to the date that Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its

consistency with the purpose of this Easement. Failure of Grantor to give such notice shall be deemed a breach of the terms of this Agreement.

b. Grantee's Approval. Within ninety (90) days of receipt of the Grantor's request to undertake a new use or perform Construction on the Property, Grantee will grant or withhold its approval in writing. The Grantee's approval may be withheld only upon a reasonable determination by the Grantee that (i) the action proposed would be inconsistent with the Purpose of this Easement and the restrictions herein; or (ii) Grantor has not provided sufficient information for Grantee to make an informed judgment about the proposed activity. If approval or disapproval is not communicated in writing to Grantor within such ninety (90) day period, approval is deemed granted.

7. Enforcement and Remedies. In the event of a breach by Grantor of any terms, conditions, or obligations created by this Easement, the Grantor shall be afforded ninety (90) days from the receipt of Grantee's notice of non-compliance to cure the subject breach, except where irreparable harm may result from any delay in curing a breach. The Grantee may grant a reasonable extension of time to complete the cure if it is determined by the Grantee to be necessary. In the event that the breach is not cured within the ninety (90) day time frame or extension of time if granted by the Grantee, the Grantee may:

a. Take necessary actions to correct the breach and upon request by Grantee, Grantor shall reimburse Grantee for its reasonable costs incurred to correct the breach, including attorney's fees; and/or

b. Institute mediation or other alternative dispute resolution strategy that is agreed to by the parties; or

c. Institute suit to enjoin any breach or enforce any term of the Easement.

The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. Enforcement of the terms of this Easement shall be at the discretion of the Grantee. No failure on the part of the Grantee to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property.

9. Noise and Other Effects of Air Operations. Grantor does hereby fully waive, remise, and release any right or cause of action which Grantor or its personal representatives, heirs, successors, assigns, or subsequent owners may have due to such noise, noise vibrations, fumes, dust, fuel particles and all other effects that may be caused by the Grantee's use of the Easement as described herein. Grantor warrants that any lease of the Property will contain such waiver of claim by its lessee. Grantor specifically does not waive but retains all rights to causes of action, claims and rights to damages for any aircraft mishap affecting the Property or persons thereon.

10. Subsequent Transfers. Grantor agrees to reference and incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests itself of any interest in the Property, including a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer at least thirty (30) days prior to the date of any transfer of the Property.

11. Notices. Except as otherwise specified, any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:

To Grantor:	Escambia County Administrative Office 220 Palafox Place Pensacola, FL 32502 Attn: Chairman, Board of County Commissioners
To United States of America:	Department of the Navy Naval Facilities Engineering Command Southeast Attn: Real Estate Business Line P.O. Box 30, Building 903 (AM1GC) Jacksonville, FL 32212-0030
Copy to:	Commanding Officer Naval Air Station Pensacola Pensacola, FL 32526

or to such other address as either party may designate by written notice to the other.

12. Perpetual Easement. The Grantor and the Grantee hereby intend that this Easement, together with all rights, restrictions and remedies described herein, shall be binding upon Grantor, his, her, its, or their personal representatives, heirs, successors, assigns, and subsequent owners, and shall run with the land in perpetuity.

13. Grantor Warranty. Grantor HEREBY WARRANTS and represents that the Grantor is seized of fee ownership in the Property and has good right and title to grant and convey this Easement; that the Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any; and that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

[Signatures on next page]

TO HAVE AND TO HOLD the aforesaid easement in, over, upon and encumbering the described Property of Grantor, with all the rights, privileges and appurtenances thereto belonging or in any wise appertaining, unto the Grantee, its successors and assigns forever.

WITNESSES:

_____
Witness 1: Signature

_____
Witness 1: Print Name

_____
Witness 2: Signature

_____
Witness 2: Print Name

GRANTOR:

_____
GRANTOR Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, who is personally known to me or who has produced_____as identification.

_____
Notary Public
My Commission expires: _____
(Notary Seal)

Sec. 3-2.10 - *Commercial* district (Com).

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

(b) *Permitted uses.* Permitted uses within the *commercial* district are limited to the following:

(1) *Residential.* The following residential uses are allowed throughout the district, but if within the *commercial* (C) future land use category they are permitted only if part of a predominantly *commercial* development:

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including new or expanded manufactured home parks or subdivisions.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multifamily dwellings.

See also conditional uses in this district.

(2) *Retail sales.* Retail sales, including low-THC marijuana dispensing facilities, sales of alcoholic beverages and automotive fuels, but excluding motor vehicle sales and permanent outdoor storage.

See also conditional uses in this district.

(3) *Retail services.* The following retail services, excluding permanent outdoor storage:

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair, and outdoor work.

g. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

See also conditional uses in this district.

(4) *Public and civic.*

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

f. Foster care facilities.

g. Funeral establishments.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding any industrial uses.

l. Warehousing or maintenance facilities for government agencies or for public utilities.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

a. Campgrounds and recreational vehicle parks on lots five acres or larger.

b. Indoor recreation or entertainment facilities, including movie theaters, bowling alleys, skating rinks, arcade amusement centers, bingo facilities and shooting ranges, but excluding bars, nightclubs or adult entertainment facilities.

c. Marinas, private and *commercial*.

d. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) *Industrial and related.*

a. Printing, binding, lithography and publishing.

b. Wholesale warehousing with gross floor area 10,000 square feet or less per lot.

See also conditional uses in this district.

(7) *Agricultural and related.*

a. Agricultural food production primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics.

See also conditional uses in this district.

(8) *Other uses.*

a. Billboard structures.

b. Outdoor storage if minor and customarily incidental to the allowed principal use, and if in the rear yard, covered, and screened from off-site view, unless otherwise noted.

c. Parking garages and lots, *commercial*.

d. Self-storage facilities, excluding vehicle rental.

(c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the *commercial* district:

(1) *Residential.*

a. Group living not among the permitted uses of the district.

b. Home occupations with nonresident employees.

(2) *Retail sales.*

a. Boat sales, new and used.

b. Automobile sales, used autos only, excluding parcels fronting on any of the following streets: Sorrento Road/Gulf Beach Highway/Barrancas Avenue (SR 292); Blue Angel Parkway (SR 173); Pine Forest Road, south from Interstate 10 to State Road 173; Navy Boulevard (SR 295 and US 98); and Scenic Highway (SR 10A and US 90). Additionally, the parcel shall be no larger than one acre and provided with a permanent fence, wall, or other structural barrier of sufficient height and mass along all road frontage to prevent encroachment into the right-of-way other than through approved site access.

c. Automobile rental limited to the same restrictions as used automobile sales.

d. Utility trailer, heavy truck (gross vehicle weight rating more than 8,500 lbs.), and recreational vehicle sales, rental, or service limited to the same restrictions as used automobile sales.

(3) *Retail services.* Service and repair of motor vehicles, small scale (gross floor area 6,000 square feet or less per lot), excluding painting and body work and outdoor work and storage.

(4) *Public and civic.*

a. Cemeteries, including family cemeteries.

b. Clubs, civic and fraternal.

c. Cinerators.

d. Homeless shelters.

(5) *Recreation and entertainment.*

a. Bars and nightclubs.

b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

c. Parks with permanent restrooms or outdoor event lighting.

(6) *Industrial and related.*

a. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, part I, chapter 42, article VIII, and land use and regulations in part III, the land development code, chapter 4.

* Borrow pits are prohibited on land zoned GMD prior to the adoption of the *commercial* (Com) zoning.

b. Microbreweries, microdistilleries, microwineries.

(7) *Agricultural and related.* Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.

(8) *Other uses.*

a. Outdoor sales not among the permitted uses of the district.

b. Outdoor storage not among the permitted uses of the district, including outdoor storage of trailered boats and operable recreational vehicles, but no repair, overhaul, or salvage activities. All such storage shall be screened from residential uses and maintained to avoid nuisance conditions.

c. Self-storage facilities, including vehicle rental as an accessory use.

d. Structures of permitted uses exceeding the district structure height limit.

(d) *Site and building requirements.* The following site and building requirements apply to uses within the *commercial* district:

(1) *Density.* A maximum density of 25 dwelling units per acre. Lodging unit density not limited by zoning.

(2) *Floor area ratio.* A maximum floor area ratio of 1.0 within the *commercial* (C) future land use category and 2.0 within mixed-use urban (MU-U).

(3) *Structure height.* A maximum structure height of 150 feet above adjacent grade.

(4) *Lot area.* No minimum lot area unless prescribed by use.

(5) *Lot width.* Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:

a. *Single-family detached.* Forty feet at the street right-of-way for single-family detached dwellings.

b. *Two-family.* Eighty feet at the street right-of-way for two-family dwellings.

c. *Multi-family and other.* Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses.

(6) *Lot coverage.* Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.

(7) *Structure setback.* For all principal structures, minimum setbacks are:

a. *Front and rear.* Fifteen feet in both front and rear.

b. *Sides.* Ten feet on each side, including any group of attached townhouses. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional ten feet in height.

c. *Corner lots.* Will have one front setback and one side setback.

(8) *Other requirements.* Refer to chapters 4 and 5 for additional development regulations and standards.

(e) *Location criteria.* All new nonresidential uses proposed within the *commercial* district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria:

(1) *Proximity to intersection.* Along an arterial or collector street and within one-quarter mile of its intersection with an arterial street.

(2) *Proximity to traffic generator.* Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

(3) *Infill development.* Along an arterial or collector street, in an area where already established nonresidential uses are otherwise consistent with the *commercial* district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip *commercial* development.

(4) *Site design.* Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions:

a. Any intrusion into a recorded subdivision is limited to a corner lot.

b. A system of service roads or shared access is provided to the maximum extent made feasible by lot area, shape, ownership patterns, and site and street characteristics.

c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

(5) *Documented compatibility.* A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the potential uses of parcel that were not anticipated by the alternative criteria, and the proposed use, or rezoning as applicable, will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:

a. The parcel has not been rezoned by the landowner from the mixed-use, *commercial,* or industrial zoning assigned by the county.

b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the community redevelopment agency (CRA).

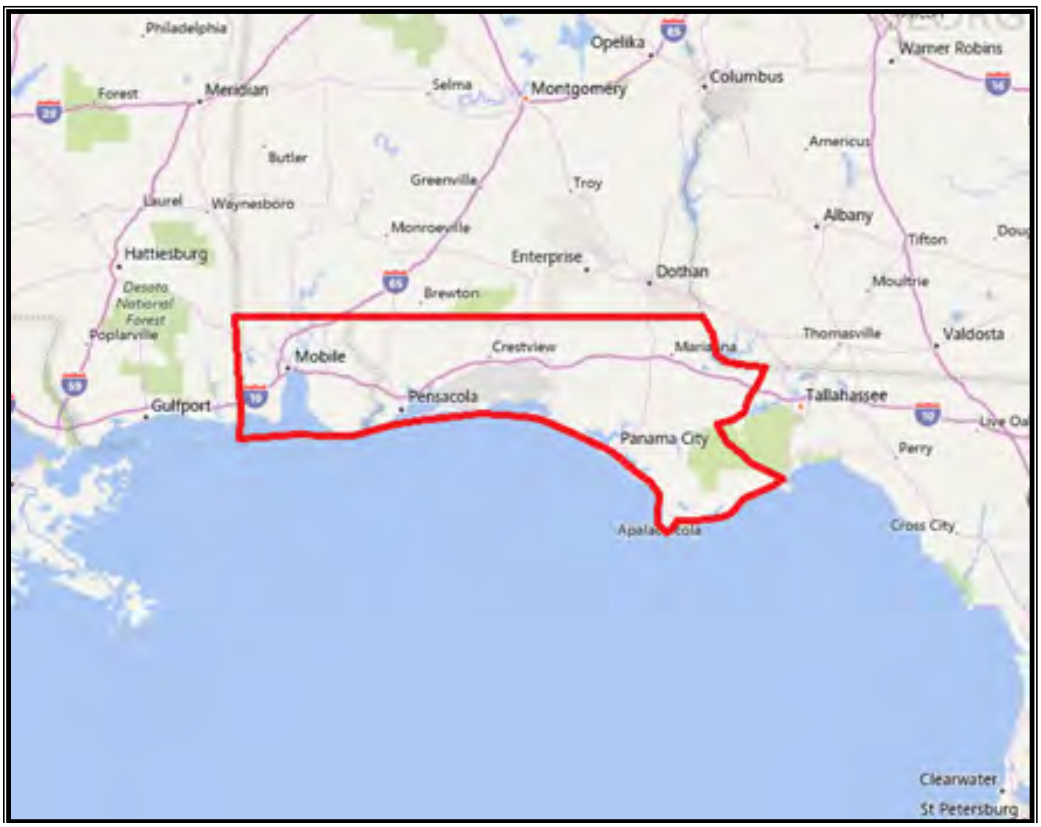
(f) *Rezoning to commercial.* Commercial zoning may be established only within the mixed-use suburban (MU-S) mixed-use urban (MU-U), or *commercial* (C) future land use categories. The district is appropriate to provide transitions between areas zoned or used as high density mixed-use and areas zoned or used as heavy *commercial* or industrial. Rezoning to *commercial* is subject to the same location criteria as any new nonresidential use proposed within the *commercial* district.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2015-56, § 4, 12-10-2015; Ord. No. 2016-02, § 2, 1-7-2016; Ord. No. 2016-31, § 1, 8-4-2016; Ord. No. 2016-42, § 1, 12-8-2016; Ord. No. 2017-5, § 2(Exh. B), 1-5-2017)

AREA DATA

The Gulf Coast region of Alabama and Northwest Florida consists of the two southernmost counties in Alabama: Mobile and Baldwin, as well as the westernmost counties in Northwest Florida: Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, Gadsden, Liberty, and Franklin Counties. The region is linear in nature due to the common influence of the Gulf of Mexico, including its beaches and waterways. As a whole, the region stretches 200-miles from east to west and contains over 9,000 square miles of land area. The largest population centers include Mobile, Pensacola, Panama City, and Fort Walton Beach. The region is conveniently located to many larger southern cities, being 50-miles west of Tallahassee, Florida; 100-miles east of New Orleans, Louisiana; 170-miles south of Birmingham, Alabama, and 200-miles southwest of Atlanta, Georgia. The location of the region and the delineation of its boundaries are shown on the following maps:

LOCATION OF THE REGION



DELINEATION OF COUNTIES WITHIN THE REGION



The four major forces that have significant influence on property values in the region include:

ECONOMIC FORCES

SOCIAL FORCES

GOVERNMENTAL FORCES

ENVIRONMENTAL FORCES

The interaction of these forces directly influences the value of real property in the market. The regional analysis is presented with these factors in mind.

ECONOMIC FORCES

Military – The military has a large influence on the economy of the Florida-Alabama Gulf Coast region. NAS Pensacola is among the largest military installations in the area, which employs 16,000 military personnel and 7,400 civilians. Other military stations in Escambia County include Saufley Field and Corry Station. Although Pensacola has been nicknamed the "Cradle of Naval Aviation," it is not unique among the region in terms of a heavy military presence. Other installations in the region include NAS Whiting Field in Santa Rosa County (2,680 military personnel, 1,161 civilian employees); Eglin Air Force Base (9,470 military personnel, 4,038 civilian employees), Hurlburt Field (8,087 military personnel, 1,968 civilian employees) and Duke Field in Okaloosa County, Tyndall Air Force Base (3,672 military personnel, 2,799 civilian employees) and the Naval Support Activity Panama City in Bay County, and the Aviation Training Center in Mobile.

An economic impact study by the Haas Center states that Northwest Florida is affected more heavily than any other region in the state by the presence of military personnel, which attributed over 192,000 jobs and $18.9 billion in Gross Regional Product to Northwest Florida in 2013. These numbers indicate that approximately 32% of all economic activity in the region is due to military activity.

Unemployment Rates – Per the U.S. Bureau of Labor Statistics, the unemployment rates for the region are as follows:

UNEMPLOYMENT RATES BY COUNTY					
COUNTY	**2015**	**2016**	**2017**	**2018**	**NET CHG**
Mobile	6.8%	6.7%	5.1%	5.1%	0.0%
Baldwin	5.5%	5.2%	4.1%	4.1%	0.0%
Escambia	4.9%	4.1%	4.0%	3.9%	0.1%
Santa Rosa	4.3%	3.7%	3.7%	3.6%	0.1%
Okaloosa	4.1%	3.2%	3.2%	3.2%	0.0%
Walton	4.5%	3.5%	3.4%	3.4%	0.0%
Holmes	6.2%	4.5%	4.3%	4.3%	0.0%
Washington	5.2%	4.2%	4.3%	4.1%	0.2%
Bay	5.2%	4.0%	4.0%	4.0%	0.0%
Jackson	5.8%	4.8%	4.3%	4.0%	0.3%
Calhoun	6.1%	4.9%	4.6%	4.4%	0.2%
Gulf	5.1%	3.8%	3.6%	4.0%	-0.4%
Gadsden	7.0%	6.2%	5.0%	4.8%	0.2%
Liberty	5.7%	4.8%	4.5%	4.4%	0.1%
Franklin	4.6%	4.0%	3.6%	3.5%	0.1%
Average	5.4%	4.5%	4.1%	4.1%	0.1%
U.S.	5.0%	4.7%	4.1%	4.1%	0.0%
Florida	5.1%	4.9%	3.7%	4.1%	-0.4%

Major Employers – Major employers in each county are presented in the following charts. Public sector jobs including local government and public schools have not been included.

Major Employers By County (Private sector)				
County	State	Company Name	# Employees	Industry Type
Mobile	AL	Infirmary Health Systems	5,100	Medical
		Austal USA	4,000	Shipbuilding
		Prudence Hospital	1,505	Medical
		ST Aerospace Mobile	1,350	Aerospace
		Springhill Medical Center	1,200	Medical
		CPSI	1,200	Technology
		BAE Systems Souheast Shipyards	1,057	Shipbuilding
Baldwin	AL	Wal-Mart Supercenter	1,750	Retail
		Thomas Hospital	1,000	Medical Care
		UTC Aerospace Systems	830	Aerospace Mfg.
Escambia	FL	Baptist Health Care	5,571	Healthcare
		Sacred Heart Health Systems	4,820	Healthcare
		Navy Federal Credit Union	4,818	Finance
		Gulf Power	1,774	Electric
		West Florida Healthcare	1,200	Healthcare
		Ascend Performance Materials	830	Manufacturing
Santa Rosa	FL	Wal-Mart Stores	1,285	Retail
		Baptist Health Care	543	Health Services
		Santa Rosa Medical	400	Health Services
		Blackwater Correctional Facility	400	Private State Prison
Okaloosa	FL	Fort Walton Beach Medical Center	1,000	Health Services
		Jacobs Technology	1,000	Technology
		Lockheed Martin Corporation	800	Aerospace
		InDyne	800	Defense
Walton	FL	Sandestin Golf & Beach Resort	822	Tourism
		Hilton Sandestin	575	Tourism
		Resort Quest (Wyndham)	510	Tourism
		Sacred Heart Medical Center	508	Healthcare
Bay	FL	Bay Medical Center	2,000	Healthcare
		Wal-Mart	1,250	Retail
		Eastern	850	Ship building
		Gulf Coast Medical Center	800	Healthcare
Washington	FL	WestPoint Home, Inc.	711	Bed/Bath Products
		Wal-Mart	400	Retails
Holmes	FL	Bonifay Nursing and Rehab	200	Healthcare
		Piggly Wiggly	80	Retail Grocer

Major Employers By County (Private sector)				
County	State	Company Name	# Employees	Industry Type
Jackson	FL	Family Dollar Distribution Center	500	Retail
		Wal-Mart	400	Retail
		Rex Lumber Company	145	Wood Products
Calhoun	FL	Shelton Trucking Services	370	Freight
		Pethenon Business Line	160	Extended Healthcare
		Blountstown Helath and Rehab	130	Extended Healthcare
Gulf	FL	GAC Contractors	207	Construction
		Bay St. Joseph Care and Rehab Center	150	Assisted Living
		Duren's Piggly Wiggly	85	Grocer
Gadsden	FL	Coastal Plywood Company	325	Lumber
		Talquin Electric Cooperative	175	Utilities
		T Formation	137	Screen Printing
		Teligent EMS	130	Electronics Manuf.
		Super-Valu	130	Wholesale Food Dist.
Liberty	FL	Twin Oaks Juvenile Development	600	Juvenile Detention
		C. W. Roberts Contracting, Inc.	180	Road Contractor
		Georgia Pacific	150	Lumber Mill
		North Florida Lumber	100	Lumber
Franklin	FL	Weems Memorial Hospital	66	Healthcare
		Leavins Seafood	55	Seafood Distributor

Housing – The region offers a wide variety of housing options that range from affordable to luxury. Waterfront, urban, suburban, and rural homes are all present in the market. When available, the following chart summarizes the housing market in each county in the region since January 2013. Sales statistics in the area were gathered from local MLS. Statistics were not available for several counties within the 15-county geography and have not been included.

MOBILE COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	4,425	369	$147,646.00	$142,010.00	101	96.2%
2014	3,898	325	$139,906	$134,007	107	95.8%
2013	3,920	327	$135,486	$129,069	103	95.3%

BALDWIN COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	1,581	132	$268,400	$257,429	103	95.9%
2014	1,326	111	$242,869	$232,472	108	95.7%
2013	1,446	121	$235,610	$224,373	103	95.2%

ESCAMBIA COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	5913	493	$161,570	$156,259	96	96.7%
2014	5582	465	$154,389	$148,618	96	96.3%
2013	5358	447	$150,874	$144,392	126	95.7%

SANTA ROSA COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	3651	304	$208,634	$202,890	106	97.3%
2014	3417	285	$201,904	$195,539	106	96.9%
2013	3093	258	$199,149	$193,485	126	97.2%

OKALOOSA COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	3,767	314	$247,262	$239,109	92	96.7%
2014	3,157	263	$232,365	$223,379	90	96.1%
2013	3,077	256	$248,074	$235,527	97	94.9%

WALTON COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	2,237	186	$638,471	$608,905	142	95.4%
2014	1,953	163	$597,729	$566,135	132	94.7%
2013	1,767	147	$572,386	$537,250	150	93.9%

BAY COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	4,411	368	$205,922	$196,532	109	95.4%
2014	4,020	335	$193,884	$184,721	115	95.3%
2013	3,852	321	$192,484	$182,822	116	95.0%

WASHINGTON COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	159	13	$109,170	$109,058	140	99.9%
2014	123	10	$129,413	$120,272	132	92.9%
2013	50	4	$126,893	$115,614	140	91.1%

HOLMES COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	18	2	$69,418	$63,189	154	91.0%
2014	11	1	$190,881	$174,054	195	91.2%
2013	10	1	$70,239	$61,740	172	87.9%

JACKSON COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	2	0	$139,950	$125,000	196	89.3%
2014	4	0	$63,175	$53,417	469	84.6%
2013	3	0	$115,600	$109,750	197	94.9%

CALHOUN COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	19	2	$115,710	$105,852	342	91.5%
2014	18	2	$121,227	$115,147	168	95.0%
2013	21	2	$135,952	$129,861	241	95.5%

GULF COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	252	21	$277,731	$259,583	143	93.5%
2014	196	16	$281,479	$261,223	191	92.8%
2013	174	15	$246,674	$226,464	544	91.8%

GADSDEN COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	-	-	-	-	-	-
2014	1	0	$105,000	$75,000	200	71.4%
2013	-	-	-	-	-	-

LIBERTY COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	3	0	$144,800	$130,000	694	89.8%
2014	7	1	$72,766	$68,942	271	94.7%
2013	4	0	$58,550	$56,450	226	96.4%

FRANKLIN COUNTY						
Year	Total Sales	Avg Monthly Sales	Avg List $	Avg Sale $	Avg DOM	% Sold/List
2015	222	19	$390,012	$360,946	189	92.5%
2014	204	17	$342,360	$318,969	218	93.2%
2013	210	18	$382,431	$360,826	267	94.4%

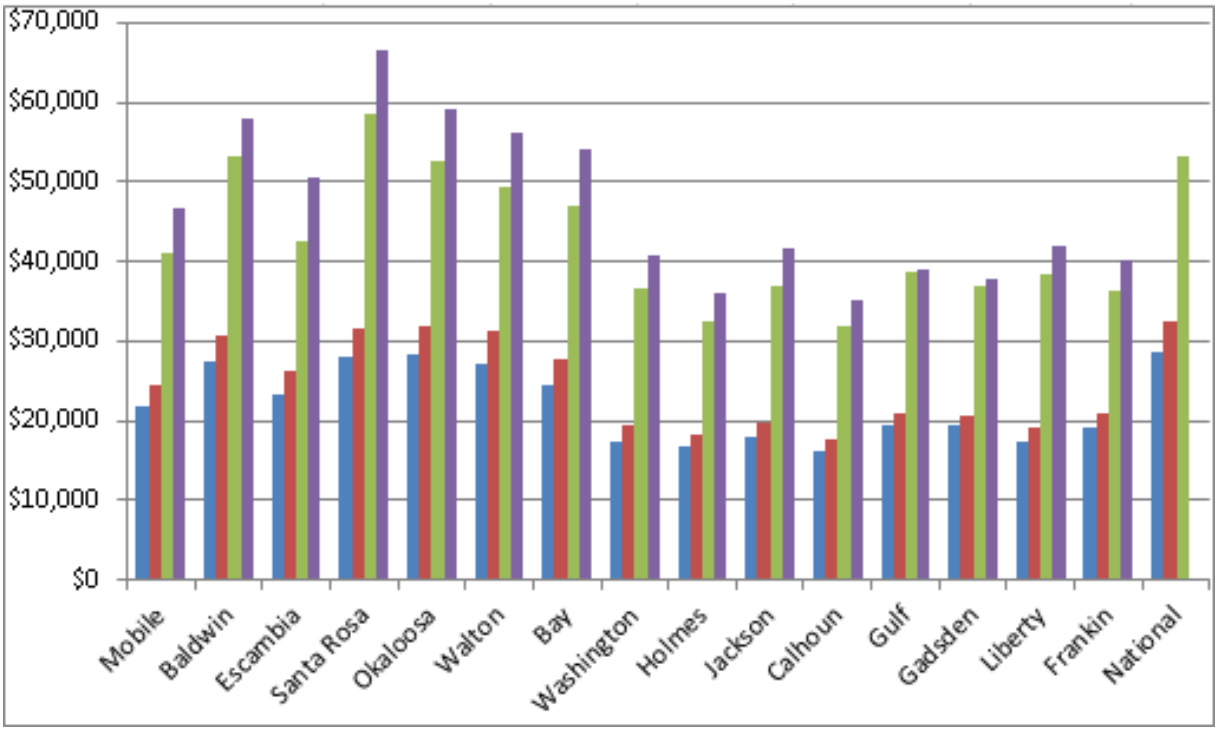
From the presented information, we see that the volume of single family home sales and the average sale price has slowly increased since 2013 across the region, while the average DOM has declined. The only counties in the region that have not seen an increase in average sales price are rural Holmes County, Washington County and Calhoun County. All other counties experienced an overall increase in sales price in the past three years.

SOCIAL FORCES

Population – The following chart presents current figures and future projections for population and income within each county in the region, and compares local data with national demographics:

Population Statistics by County																
	ALABAMA		FLORIDA													UNITED STATES
	Mobile	Baldwin	Escambia	Santa Rosa	Okaloosa	Walton	Bay	Washington	Holmes	Jackson	Calhoun	Gulf	Gadsden	Liberty	Frankin	National
2010 Population	412,992	182,265	297,619	151,372	180,822	55,043	168,852	24,896	19,927	49,746	14,625	15,863	46,389	8,365	11,549	308,745,538
2015 Population	417,771	200,388	305,869	162,042	189,816	59,820	171,089	24,974	20,247	50,856	14,930	16,483	47,285	9,030	11,976	318,536,439
2020 Projection	423,158	224,717	315,359	172,928	205,290	67,112	177,896	24,902	20,278	50,909	14,983	16,855	46,799	9,187	12,171	330,622,575
Net Change 2010-2020	2.5%	23.3%	6.0%	14.2%	13.5%	21.9%	5.4%	0.0%	1.8%	2.3%	2.4%	6.3%	0.9%	9.8%	5.4%	7%
2015 Per Capita Income	$21,762	$27,566	$23,186	$28,077	$28,432	$27,241	$24,455	$17,434	$16,649	$18,114	$16,309	$19,600	$19,391	$17,283	$19,270	$28,597
2020 Projection	$24,487	$30,733	$26,174	$31,633	$31,926	$31,258	$27,603	$19,484	$18,299	$19,842	$17,646	$20,863	$20,785	$19,020	$20,999	$32,501
Net Change 2015-2020	12.5%	11.5%	12.9%	12.7%	12.3%	14.7%	12.9%	11.8%	9.9%	9.5%	8.2%	6.4%	7.2%	10.1%	9.0%	13.7%
2015 Median Household Income	$41,123	$53,083	$42,588	$58,583	$52,561	$49,253	$47,087	$36,572	$32,354	$36,991	$31,774	$38,713	$37,046	$38,527	$36,443	$53,217
2020 Projection	$46,587	$57,849	$50,505	$66,471	$59,074	$56,203	$54,013	$40,918	$35,958	$41,706	$35,272	$39,021	$37,917	$42,025	$40,191	N/A
Net Change 2015-2020	13.3%	9.0%	18.6%	13.5%	12.4%	14.1%	14.7%	11.9%	11.1%	12.7%	11.0%	0.8%	2.4%	9.1%	10.3%	-
2015 Average Household Size	2.54	2.44	2.39	2.58	2.41	2.39	2.41	2.52	2.46	2.44	2.52	2.31	2.60	2.52	2.31	2.57
Total Housing Units	183,714	115,621	141,340	68,949	98,223	50,246	102,478	10,852	8,853	21,160	6,096	9,826	19,740	3,728	9,080	136,527,306
2015 Owner-Occupied Housing Units	106,061	58,096	72,550	44,339	46,823	16,747	41,118	6,608	5,515	12,188	3,737	3,950	11,587	1,965	3,060	76,019,723
% Owner Occupied	57.7%	50.2%	51.3%	64.3%	47.7%	33.3%	40.1%	60.9%	62.3%	57.6%	61.3%	40.2%	58.7%	52.7%	33.7%	55.7%
2015 Renter-Occupied Housing Units	55,497	22,974	47,318	16,241	29,809	7,481	28,379	2,248	1,957	5,269	1,402	1,621	5,310	764	1,298	44,726,626
% Renter Occupied	30.2%	19.9%	33.5%	23.6%	30.3%	14.9%	27.7%	20.7%	22.1%	24.9%	23.0%	16.5%	26.9%	20.5%	14.3%	32.8%
Vacant Housing Units	22,156	34,551	21,472	8,369	21,591	26,018	32,981	1,996	1,381	3,703	957	4,255	2,843	999	4,722	15,780,957
% Vacant	12.1%	29.9%	15.2%	12.1%	22.0%	51.8%	32.2%	18.4%	15.6%	17.5%	15.7%	43.3%	14.4%	26.8%	52.0%	11.6%

INCOME STATISTICS BY COUNTY



PER CAPITA INCOME

- 2015 PER CAPITA INCOME
- 2020 PROJECTION

MEDIAN HOUSEHOLD INCOME

- 2015 MEDIAN HH. INCOME
- 2020 PROJECTION

Education – Institutions of higher education are located throughout the region, which contribute to the economy by employing staff and by training a future workforce. Statistics on colleges and universities in the region are as follows:

- **Mobile County:**
  - ***University of South Alabama –*** 4-year, public
    - Undergraduate, graduate, post-graduate degrees
    - 15,808 students (11,479 undergraduate), 758 faculty
  - ***Springhill College -*** 4-year, private not-for-profit
    - Undergraduate, graduate, and post-graduate degrees
    - 1,376 students (1,237 undergraduate), 79 faculty
  - ***University of Mobile -*** 4 year, private not-for-profit
    - Undergraduate, graduate degrees
    - 1,600 students (1,466 undergraduate), 84 faculty
  - ***Bishop State Community College*** – 2-year, public
    - Certificate & associates degrees
    - 3,320 students (all undergraduate), 91 faculty

- **Baldwin County:**
  - ***University of South Alabama - Baldwin Campus***- 4-year, public
  - ***Faulkner State Community College***- 2-year, public
    - Certificate & associates degrees
    - 4,481 students (all undergraduate), 80 faculty
    - Bay Minette, Fairhope, and Gulf Shores campuses

- **Escambia County:**
  - ***University of West Florida*** – 4-year, public
    - Undergraduate, graduate, post-graduate degrees
    - 12,602 students (10,072 undergraduate), 331 faculty
  - ***Pensacola State College*** – 4-year, public
    - Undergraduate degrees
    - 10,317 students (all undergraduate), 180 faculty
  - ***Pensacola Christian College*** – 4-year, private religious
    - Undergraduate, graduate
    - 4,712 students (undergraduate)

- **Okaloosa County:**
  - ***Northwest Florida State College*** – 4-year, public
    - Undergraduate degrees
    - 6,295 students (undergraduate), 99 faculty

- **Bay County:**
  - ***Gulf Coast State College –*** 4-year, public
    - Undergraduate degrees
    - 5,926 students (undergraduate)
- **Jackson County:**
  - ***The Baptist College of Florida –*** 4-year, public
    - Undergraduate, graduate degrees
    - 625 students, 45 faculty

- **Jackson County:**
  - ***Chipola College*–** 4-year, public
    - Undergraduate, degrees

GOVERNMENTAL FORCES

Type of Government: The Alabama counties of Mobile and Baldwin are governed by a board of commissioners, with each commissioner representing specific districts. The board is elected to six-year terms, with members rotating as president of the board.

The Florida counties are also governed by individual boards of commissioners. Specified districts with some "at large" seats elect the commissioners. The board in turn appoints a county manager who oversees the day-to-day operations of the respective governments.

Building Codes/Zoning: Each individual county has its own planning and zoning department, and various cities within the counties operate under individual departments. These individual planning and zoning departments are responsible for establishing and enforcing land use regulations.

Additionally, each county and city operate separate building inspection departments. This office is responsible for enforcing codes for building, electrical, mechanical, plumbing, and gas installations.

The state of Florida has certain requirements before new development can take place. Under Florida's concurrency laws, an area must have adequate public facilities before new development may occur. All comprehensive plans across the state must include concurrency for roads, sanitary sewer, solid waste, drainage, potable water, parks and recreation, and mass transit, where applicable.

Law Enforcement/Fire Department: County Sheriff Departments within the region and the respective City Police Departments provide adequate law enforcement within the immediate market area. Fire departments are staffed by volunteers in the County and paid employees in the City.

Utilities: Northwest Florida is served with electrical power by Gulf Power Company, which owns three modern generating stations. Southwestern Alabama is served with electrical power by Alabama Power. Both power providers are owned by Southern Company, a regional power provider. The Bell South Telephone Company provides telephone service throughout the region. The various cities are responsible for supplying water and sewage to their respective areas. This service is deemed adequate, as there have been no major issues of shortages in the coastal Alabama or West Florida region. Developments outside of areas with public water and/or sewer must utilize well water and/or septic tanks. Other public works departments throughout the region also provide natural gas, sanitation to many of these areas.

Transportation: Federal Highway Interstate 10 runs east-to-west through the region in its course from Los Angeles, California to Jacksonville, Florida. Additionally, the region is dissected by an ample variety of State, County and local roads, providing access throughout the area.

Airports with commercial flights in the region include:

- PNS – Pensacola International Airport
    - Served by American Airlines, Delta, Southwest, and United, and Silver Airways
    - Estimated 1,500,000 passengers annually

- MOB – Mobile Regional Airport
    - Served by American Airlines, Delta, United, and US Airways
    - Estimated 600,000 passengers annually
- VPS – Destin – Fort Walton Beach Airport
    - Served by American Airlines, Delta, United, Allegiant, GLO, and Southern Airways Express
    - Estimated 900,000 passengers annually
- ECP – Northwest Florida Beaches Airport
    - Served by Delta, Southwest Airlines, United Airlines, and Silver Airways,
    - Estimated 820,000 passengers annually

Rail lines in the area include CSX transportation, the Alabama and Gulf Coast Railway, the Canadian National Illinois Central, and the Bay Line Railroad. Passenger trains have not serviced the area since Amtrak ended service after Hurricane Katrina in 2005. However, within the past year, Amtrak has shown interest in returning passenger train service to the region in the near future.

Water travel is also vital to the Gulf Coast. The Gulf Intracoastal Waterway, which stretches from Brownsville, TX to Carrabelle, FL, runs east-to-west across the region. The waterway provides access for both commercial and recreational water traffic. Vital ports along the Intracoastal Waterway within the region include:

- Port of Mobile – 570 acres, 41 berths, water depths of 45 feet
- Port of Pensacola – 50 acres, 7 berths, water depths of 33 feet
- Port of Panama City – 138 acres, 6 berths, water depths of 36 feet
- Port of Port Saint Joe – 213-acres, 1,900-linear feet of bulkhead, water depths of 35-feet

Taxes: The State of Florida has no personal income tax. Additionally, there is no sales tax on food, medicine, packaging, boiler fuels or inventories. Sales taxes targeted toward tourism

(retail sales, rentals, transient living accommodations) comprise 65% to 70% of Florida's tax revenue. There is a corporate state income tax of 5.5%. Ad valorem taxes are levied on property throughout the county to provide operating revenue to local government. Escambia County sales tax is at $0.075 on the dollar and Santa Rosa County is subject to $0.065 on the dollar.

The State of Alabama has a personal income tax ranging from 2-5% of gross income over $2,500 filing separately. In regard to personal taxes collected, property taxes on homes account for approximately 56.5% of the total taxes collected in Alabama, while 26.7% of the total is from tax on groceries. Sales taxes vary among the cities located in the area, with a range of sales taxes from 5.5% in the unincorporated areas to an 11% in some incorporated areas. There is a flat corporate tax rate of 6.5%, which is among the more favorable rates in the United States. Ad valorem taxes are levied on property throughout the area to provide operating revenue to local government.

ENVIRONMENTAL FORCES

Climate: The MSA is located in a generally warm climate, typical of the region along the upper Gulf Coast. The average temperature in January is 52 degrees and in July is 83 degrees. High winds, tropical storms or hurricanes have occurred in late summer and in early fall.

Topography/Soil: The MSA is located on the Gulf Coastal Plain, which generally consists of level and flat land. The soils are mostly of the sandy loam nature and are generally well suited for buildings, roads and other common urban improvements.

Recreation: A wide variety of cultural activities such as music, art, theatrical productions and dance are located in the area. Canoeing, boating, hunting, fishing and other outdoor sporting activities are popular throughout the region. Several popular state and national parks are located in the region. These include the Gulf Islands National Seashore, Perdido Key State Park, Blackwater River State Park, Big Lagoon State Park and Apalachicola National Forest in Florida,

as well as Gulf State Park and Meaher State Park in Alabama. Professional and semi-professional sports in the area include the Pensacola Ice Flyers, part of the Southern Professional Hockey League; the Pensacola Blue Wahoos, a minor league baseball team based out of the newly-constructed Pensacola Blue Wahoos Stadium; and the Mobile Bay Bears, a minor league baseball team based out of the Hank Aaron Stadium in Mobile.

Regional Resources: Agriculture has continued to be a major contribution to the economy. It remains one of the prime resources of the area for row crop and tree farming. There are also extensive petroleum deposits offshore in the Gulf of Mexico. However, at the current time, only exploratory drilling has been permitted. The future impact of this resource is questionable as the prospect of full production drilling is vehemently opposed by environmentalists and local and state government.

Perhaps one of the most recognized resources of the Northern Gulf Coast region are the sparkling white sandy beaches, which extend from Mobile Bay to peninsular Florida. The beaches in the Pensacola area are a major resource to the tourism industry.

Cultural heritage tourism has also begun to play an increasingly important role in the local tourism industry. Pensacola and Mobile in particular are rich in over 400 years of history. A multitude of museums, historic sites, and historic districts are located across the region. Historic downtown main streets continue to attract locals, regional visitors, and tourists alike which directly benefits local business owners. Visitation to historic sites and historic downtowns is increasing, which indicates that the tourism industry in the region is evolving to include more diverse cultural attractions.

The skepticism of state officials on the issue of offshore drilling was justified by BP's oil spill in the Gulf of Mexico, which spewed millions of gallons of crude oil into the Gulf of Mexico in 2010. The environmental and economical repercussions of this spill were immense and continue to be seen to a lesser degree. The oil spill caused the federal government to declare a fisheries

disaster for neighboring states, but coastal Alabama and Northwest Florida escaped the worst of the effects. However, the area did see dead dolphins, fish, birds, and turtles wash up on the beaches. The realization that the oil slick could have made landfall in the region reminded residents how important the beaches and waterways are to the economy.

Hurricanes: As Florida and Alabama endure the majority of Atlantic hurricane landfalls, with statistics identifying the region as having a 1 in 8 chance of being the target, hurricane damage and their repercussions are major concerns for the area. Hurricane Ivan in 2004 had an extremely negative impact on the area and began an initial onset of the current market decline for the region.

The Atlantic hurricane season extends from June to November. Within the past 21 years, the Pensacola MSA has encountered six damaging and even deadly hurricanes, among multiple tropical depressions, tropical storms, and minor hurricanes. On the following page is a table briefly describing each.

MAJOR HURRICANES IN PENSACOLA MSA						
Name	ERIN	OPAL	GEORGES	IVAN	DENNIS	KATRINA
Date	August-95	October-95	September-98	September-04	July-05	August-05
Landfall	Pensacola, FL	Gulf Breeze, FL	Biloxi, MS	Gulf Shores, AL	Pensacola, FL	New Orleans, LA
Category	1	3	2	3	3	3
Winds	99 mph	116 mph	104 mph	120 mph	120 mph	175 mph
Area Storm-Related Deaths	None	None	None	18	5	1,836
Total U.S. Loss	$700 Million	$5.2 Million	$2.96 Billion	$12 - $14 Billion	$1.8 Billion	$84 Billion

These storms, along with several other 2004-2005 Florida hurricanes, created in the general public an awareness of the vulnerability of this hurricane prone area. Due to these natural disasters frequently targeting coastal Alabama and Northwest Florida, multiple hurricane shelters, evacuation planning guides, and assistance programs have been formed to support local residents in preparing for and dealing the outcomes of these storms. No detrimental hurricanes have impacted the area since Hurricane Katrina in August 2005.

SUMMARY: The Gulf Coast region of Alabama and Northwest Florida remains a diverse and evolving area with metropolitan cities, small towns, and rural communities. The economy has traditionally relied on the benefits of tourism and an extensive military presence. The intensification of efforts to secure other industries shows the willingness of local government officials and community leaders to achieve a diversified economy. The area has natural and cultural resources, affordable housing, and a growing, young workforce, all of which provide a good foundation for future growth. We conclude that the region is an economically viable environment with demand levels for affordable housing within this general area sufficient for an operative market, but somewhat slower than we have historically seen.

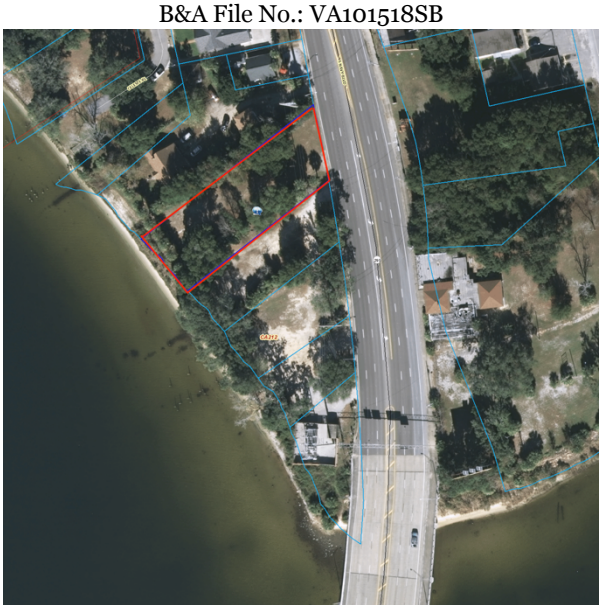
APPRAISAL REPORT

RESTRICTIVE EASEMENT OVER 0.4821 ACRES OF LAND

LOCATED AT 613 NAVY BLVD., PENSACOLA FL

AS OF OCT 17, 2018

B&A File No.: VA101518SB



PREPARED FOR
KARA JOHNSON
PROPERTY ACQUISITION PROJECT COORDINATOR
3363 WEST PARK PLACE
PENSACOLA, FL 32505

BY

BRANTLEY & ASSOCIATES

REAL ESTATE APPRAISAL CORPORATION
100 NORTH SPRING STREET POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 433-5075 EMAIL: shawnbrantley@brantleyassociates.com

R. Shawn Brantley, MAI, SRA, AI-GRS, M.S., CCIM
Florida: State Certified General Appraiser RZ289
Alabama: Certified General Real Property Appraiser G00419

Individual Member

Brantley & Associates Real Estate Appraisal Corp

Appraisals Review Appraisals Consulting

R. Shawn Brantley, MAI, M.S., AI-GRS, CCIM, SRA
FL: State-Certified General Real Estate Appraiser RZ 289
AL: Certified General Real Property Appraiser G00419

Oct. 17, 2018

Ms. Kara Johnson
Property Acquisition Project Coordinator
3363 West Park Place
Pensacola, Florida 32505
kjohnson@co.escambia.fl.us
850-595-1882
850-377-0945

Re: Appraisal report of a restrictive easement over 0.4821-acres of vacant land, located along the western right-of-way of Navy Blvd. at 613 South Navy Blvd 32507, Pensacola, Florida 32507. B&A File #: VC101518SB.

Dear Ms. Johnson:

At your request, we have inspected the above referenced property for the purpose of obtaining the market value of a proposed conservation easement.

Our technique for valuing the restrictive easement will be to first appraise the property without the encumbrance of the easement (the "before" analysis) and then to appraise the property again, assuming the easement is in place (the "after" analysis). Following these analyses, the value of the conservation easement is determined as the difference between the "before" and "after" appraisals.

Based upon the conduct of these analyses, we are of the opinion that the value of the conservation easement, as of Oct. 17, 2018, is:

VALUE OF RESTRICTIVE EASEMENT
[VALUE DIMINUTION DUE TO PRESENCE OF PERPETUAL EASEMENT]
($70,000)

The above value opinion is subject to the limiting conditions and general assumptions contained in this appraisal as well as the following extraordinary assumptions and/or hypothetical conditions. Any reader is alerted that the deployment of extraordinary assumptions or hypothetical conditions can significantly impact the value opinion.

1. **We have not been provided a survey of the subject property. Therefore, we have relied on the site size as indicated in assessment records. We assume this information to be accurate. This report is based on the assumption the site is as described herein and any divergence would render this report invalid and/or subject to revision.**

2. **The "after" appraisal of the subject property assumes the restrictive easement has been recorded and is in effect, even though, as of the date of the appraisal, the restrictive easement has yet to be effectuated.**

This is an Appraisal Report that is intended to comply with the reporting requirements set forth under Standard 2 of the Uniform Standards of Professional Appraisal Practice for Appraisal Reports. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

It is our pleasure to be of service to you. Please notify me if you should have any questions regarding this appraisal or whenever I may be of further assistance to you.

Sincerely,

R. Shawn Brantley, MAI

R. Shawn Brantley, MAI, CCIM
State-Certified General Appraiser
Florida #RZ289

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APPRAISER'S CERTIFICATION

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions, limiting conditions, and legal instructions, and are the personal, unbiased professional analysis, opinions, and conclusions of the appraiser.

3. I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved.

4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the Uniform Appraisal Standards of Federal Land Acquisitions.

8. The appraisal was made, and the appraisal report prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions.

9. I have made a personal inspection of the property that is the subject of this report. The property owner, or his/her designated representative, was given the opportunity to accompany the appraiser on the property inspection.

10. No one provided significant professional assistance to the person(s) signing this certification other than former authorized employees of Brantley & Associates Real Estate Appraisal Corp., which includes: Bruce Black, M.S., FL Cert Gen RZ 2714; John Price, B.S., FL Trainee RI23955 & AL Trainee Real Property Appraiser T02003; and Rosanna Banks, Clerical.

11. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

12. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

13. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

14. As of the date of this report, R. Shawn Brantley, MAI, has completed the requirements of the continuing education program of the Appraisal Institute.

15. I have not appraised the subject of this report within the three-year period immediately preceding acceptance of this assignment.

16. I certify, as the Appraiser(s), that I have completed all aspects of this valuation, including reconciling my opinion of value, free of influence from the client, client's representatives, borrower, any other party to the transaction, or anybody else on this planet.

17. I am (we are) competent to appraise this property.

LAND VALUE OPINION "BEFORE" (AS THOUGH UNENCOMBERED, "AS IS")	$ 210,000
LAND VALUE OPINION "AFTER", ("AS ENCUMBERED"):	$ 140,000
VALUE OF THE RESTRICTIVE EASEMENT:	$ 70,000

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the value of the restrictive easement, as of the 17th day of Oct. 2018, is Seventy Thousand Dollars ($70,000).

R. Shawn Brantley, MAI

APPRAISER
R. Shawn Brantley, MAI, CCIM
FI: Cert. Gen RZ289
AI: Certified General Real Property Appraiser G00419

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16218 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Discussion**
Meeting Date: 06/06/2019
Issue: Recommendation Concerning Nationwide 457 Agreement Amendment to the Guaranteed Minimum Interest Rate (GMIR)
From: PAULETTE STALLWORTH
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Nationwide 457 Agreement Amendment to the Guaranteed Minimum Interest Rate - Paulette Stallworth, Interim Human Resources Director

That the Board choose an option (A, B, C1, or C2) concerning the Nationwide 457 Agreement Amendment to the Guaranteed Minimum Interest Rate (GMIR), and authorize the Chairman to execute the appropriate form(s):

A. Option One (Crediting Rate): Guaranteed Minimum Interest Rate (GMIR) will follow schedule table below. Active employees exchange and transfer limit is 20%. Retirees remain with 100% liquidity. Crediting Rate is 3.5% for the remainder of 2019 and market based starting in 2020;

2018	2019	2020	2021	2022
3.5%	3.0%	2.5%	2.0%	1.0%

B. Option Two (Increased Participant Level Exchange and Transfer Limit): GMIR will follow the same sliding scale as Option One. Active employees exchange and transfer limit is 40%. Retirees remain with 100% liquidity. Crediting Rate is 3.4% for the remainder of 2019 and market based starting in 2020; or

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

Participants must elect a new option. Retirees maintain 100% liquidity. Two options are available. If Option 3 is chosen, a sub-option needs to be selected; and

1. Continue to offer Nationwide Fixed Contract. This Contract will be established with an initial Crediting Rate of 1.2% and a 1.0% GMIR; or

2. Utilize the plan's existing Default Investment Alternative (DIA). If the participant does not elect a new investment to replace the fixed option, it will be treated as if no investment direction has been given and the DIA will be used for future contributions.

If the County chooses Option 1 or Option 2, the Chairman would execute the Options Form (noting 1 or 2) and the Fixed Account Amendment to Group Flexible Purchase Payment Deferred Variable Annuity Contract.

If the County Chooses Option 3, the Chairman will execute the Options Form (noting C(1)) and the Application for Group Flexible Payment Deferred Fixed Annuity Contract; or Chairman will only execute Options Form (noting C(2)).

BACKGROUND:

The Amendment to the Nationwide 457 Agreement will become effective the first quarter of 2019. This is a required change by Nationwide in regard to the Guaranteed Minimum Interest Rate (GMIR) of the fixed annuity contract. Currently, our Guaranteed Minimum Interest Rate is 3.5%. Nationwide is making a mandatory change to lower the GMIR; which will help to better align with the market and reduce the mandatory reserve funds, allowing Nationwide to offer more valuable retirement plans. The Crediting Rate, the annual effective yield to participants, is currently 3.5% and is guaranteed to remain as such for the year. Starting 2020 the Crediting Rate is determined by the market. Should the Crediting Rate decrease; it cannot go below the GMIR. Nationwide has been slowly implementing this plan over the last five years, nationally. Nationwide has given Escambia County three options to choose from regarding the lowered GMIR. If no action is taken, contributions will no longer be accepted.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal has reviewed all documents as of 4/25/19 and has signed off on them.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with Nationwide to distribute the Amendment.

Attachments

Nationwide Forms

Nationwide®
is on your side

Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: ESCAMBIA COUNTY FLORIDA
Entity Number: 0039257001

Please select only one of the options below, sign the bottom of this page, and return both this Options Form and any required documents by 2/1/19.

[___] **Option One: Crediting Rate**
- Return Signed Options Form
- Return Signed Amendment

[___] **Option Two: Increased Participant Level Exchange and Transfer Limit**
- Return Signed Options Form
- Return Signed Amendment

Please Note: if you do not take action, you are electing to place those participant allocations in the most conservative investment option in the plan's core fund line up. The participants will be notified of the change so that they may have the opportunity to change their allocation.

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

For information about each option, please refer to the *Guaranteed Minimum Interest Rate Change: Explanation of Options.*

OPTION 1

Or

OPTION 2

REQUIRED DOCUMENTS

Plan Sponsor Signature: Lumon J. May, Chairman **Date**

By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.

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PNM-17094AO (05/18)

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-23-2019

Guaranteed Minimum Interest Rate Change: Options Form

Plan Name: ESCAMBIA COUNTY FLORIDA
Entity Number: 0039257001

Please select only one of the options below, sign the bottom of this page, and return both this Options Form and any required documents by 2/1/19.

OPTION 3

REQUIRED DOCUMENTS

[___] **Option Three: New Investment Option**
Select a sub-option:

[___] **A. Sign a new Nationwide Fixed Application**

- Return Signed Options Form
- Return Signed Nationwide Fixed Application

[___] **B. Use existing Default Investment Alternative or name a new default investment option**

- Return Signed Options Form

Please Note: if you do not take action, you are electing to place those participant allocations in your existing Default Investment Alternative on file, or in the most conservative investment option in the plan's core fund line up if a DIA does not exist. The participants will be notified of the change so that they may have the opportunity to change their allocation.

The signed documents can be returned to Nationwide in one of three ways:

- Return in the provided envelope
- Scan and email to NRSFORU@nationwide.com
- Fax directly to 1-877-677-4329

For information about each option, please refer to the *Guaranteed Minimum Interest Rate Change: Explanation of Options.*

Plan Sponsor Signature: Lumon J. May, Chairman **Date**

By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.

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PNM-17095AO (05/18)

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-23-2019

APPLICATION FOR
GROUP FLEXIBLE PURCHASE PAYMENT DEFERRED FIXED ANNUITY CONTRACT
underwritten by
Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, Ohio 43215

APPLICANT

Escambia County, FL (the "Applicant"), applies to be the Contract Owner of a Group Flexible Purchase Payment Deferred Fixed Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").

The Group Flexible Purchase Payment Deferred Fixed Annuity Contract applied for will become effective on the "Effective Date of Contract" if the initial Purchase Payment and this application are accepted by Nationwide. In the event the initial Purchase Payment or this application are not accepted, Nationwide's liability will be limited to a return of the initial Purchase Payment, and any subsequent Purchase Payments remitted.

PURCHASE PAYMENT

Applicant agrees to permit Participants in its Plan to allocate Purchase Payments to the Contract as of the "Effective Date of Contract".

TRANSFER AND EXCHANGE LIMITATION ELECTION

Elect One:

☐ **Contract Level Aggregate Exchange Limitation** (the limitation on *Outgoing* Exchanges from the Fixed Account is determined based on total assets held in the Contract's Fixed Account's value under the Contract as of the last Business Day preceding the current calendar year).
☐ **Participant Level Exchange Limitation** (the limitation on Outgoing Exchanges from the Contract is applied to each Participant Account under the Contract. The Contract Owner, or its designated Record Keeper is responsible for applying this limitation).

STATE INSURANCE FRAUD WARNINGS

FOR FL RESIDENTS ONLY: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

ADDITIONAL STATE NOTICES

NOTICE TO FL RESIDENTS ONLY: Annuity payments, death benefits, surrender values, and other Contract Values are subject to a market value adjustment, and are not guaranteed as to fixed dollar amount, unless otherwise specified.

SIGNATURES

Signed on behalf of Escambia County, FL this _____ day of _____, 20__.

☐ Yes ☐ No Do you have existing life insurance or annuity contracts?

☐ Yes ☐ No Will the applied for Contract replace any existing life insurance or annuity contracts?

(Authorized Signature of Applicant) Lumon J. May _____ Date

Chairman
(Title)

ATTEST: Pam Childers
Clerk of the Circuit Court
By: _____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By: Kristin D. Hual, SACA
Date: 05-23-2019

☐ Yes ☐ No Do you have any reason to believe the Contract applied for is to replace existing annuities or insurance?

(Authorized Nationwide Agent/Representative Signature) _____ Date

(Authorized Nationwide Agent/Representative – Please Print)

(Title)

Florida License Identification #: (Florida Agents only) _____

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215

If you have any questions or complaints pertaining to your rights and benefits under this Contract please contact Nationwide at 1-800-848-6331 or you may provide written comments at 5900 Parkwood Road, Dublin, Ohio 43016.

FIXED ACCOUNT AMENDMENT
to
Group Flexible Purchase Payment Deferred Variable Annuity Contract

General Information Regarding this Amendment

This Fixed Account Amendment replaces the Fixed Account Endorsement that was previously issued to the Contract Owner and is made a part of the Contract to which it is attached. To the extent the terms of the Contract and this Amendment are inconsistent, the terms of this Amendment shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

WHEREAS, the above-referenced group annuity Contract was issued to the Contract Owner for the benefit of the Participants and their Beneficiaries in the Contract Owner's Plan by Nationwide Life Insurance Company ("Nationwide") along with a Fixed Account Endorsement; and

WHEREAS, Nationwide and the Contract Owner wish to modify the Contract provisions that were added to the Contract through the Fixed Account Endorsement pursuant to the Alteration or Modification section of the Contract,

NOW, THEREFORE, pursuant to the agreement of Nationwide and the Contract Owner, the Contract is hereby modified as follows:

1.The terms and provisions that were added to the Contract through the Fixed Account Endorsement are deleted in their entirety and replaced with the following:

DEFINITIONS

The following definitions are modified in, or added to, the Contract:

Annual Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar year. Nationwide determines this rate at its sole discretion.

Contract Value - The combined value of the Variable Account(s) and the Fixed Account.

Exchange - The movement of amounts attributable to Participant Accounts to a Companion Investment Option under the Plan, or from one or more Sub-Accounts of the Variable Account to one or more Sub-Accounts of the Variable Account, or from one or more Sub-Accounts of the Variable Account to the Fixed Account, or from the Fixed Account to a Companion Investment Option under the Plan or to one or more Sub-Accounts of the Variable Account.

Fixed Account - An option funded by Nationwide's general account crediting specified interest rates.

Guaranteed Minimum Fixed Account Interest Rate - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Fixed Account Interest Rate. Interest credited to the Contract will not be less than 1.00%.

Participant Account Value - The present value of the units and the Fixed Account attributable to a Participant's Account.

Quarterly Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.

FIXED ACCOUNT

The following is added to the Contract:

General Information Regarding the Fixed Account

The Fixed Account is an investment option under the Contract offering an Annual Guaranteed Interest Rate and a Quarterly Guaranteed Interest Rate. The Contract also provides a Guaranteed Minimum Fixed Account Interest Rate. Nationwide credits interest to the Fixed Account at these rates that it prospectively declares. At no time will there be an interest rate declared that is lower than the Guaranteed Minimum Fixed Account Interest Rate. Interest rates are determined at the sole discretion of Nationwide, and Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration and Modification section of the Contract. Nationwide declares all of its rates as annual effective yields. If at any time the Quarterly Guaranteed Interest Rate is equal to the Annual Guaranteed Interest Rate then, Nationwide reserves the right to discontinue accepting additional Purchase Payments and Transfer and Exchange allocations to the Fixed Account.

Fixed Account guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government. The Fixed Account is a non-participating option. Allocations to the Fixed Account do not share in any surplus of Nationwide.

Guaranteed Interest Rates

The Guaranteed Minimum Fixed Account Interest Rate for the Contract is listed on the Contract Specifications Page. Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration or Modification section of the Contract. At no point will interest credited be less than 1%.

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Fixed Account for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate, that is calculated on an annualized basis, to be credited to the Fixed Account for the next calendar quarter. Notwithstanding the preceding, the Withdrawal Value will be subject to a market value adjustment described herein Exhibit A due to termination.

Crediting Interest to the Fixed Account

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Fixed Account on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Fixed Account value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Fixed Account value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

Calculating the Fixed Account Value

The Fixed Account value on any given Business Day is equal to:

(1) total Purchase Payments allocated to the Fixed Account; plus
(2) The daily interest earned, plus
(3) Exchanges or Transfers to the Fixed Account, minus
(4) Exchanges or Transfers out of the Fixed Account; minus
(5) Withdrawals from the Fixed Account; minus

(6) Participant Benefit Payments; minus

(7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

Calculating a Participant Account Value in the Fixed Account

A Participant Account Value in the Fixed Account on any given Business Day is equal to:

(1) total Participant Contributions allocated to the Fixed Account; plus

(2) the daily interest earned on the Participant's Account; plus

(3) Exchanges or Transfers to the Fixed Account; minus

(4) Exchanges or Transfers out of the Fixed Account; minus

(5) Withdrawals from the Fixed Account; minus

(6) Participant Benefit Payments; minus

(7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

CONTRACT EXPENSES

The "Contract Expenses" provision of the Contract is amended with the addition of the following.

Unless otherwise mutually agreed to by the Contract Owner and Nationwide, all expenses and charges attributable to the Contract, except the Variable Account Charge, will be deducted proportionally from the Variable Account(s) and the Fixed Account based on the value each account bears to the total Contract Value. Any applicable expenses or charges attributable to a Participant Account will be deducted proportionally and in the same manner.

Premium Taxes

Any applicable premium taxes will be deducted from the Fixed Account in the manner described in the Contract.

EXCHANGES AND TRANSFERS

The following is added to the Contract:

Exchanges and Transfers to and from the Fixed Account

Nationwide will generally accept Exchanges and Transfers to the Contract.

Exchanges and Transfers out of the Fixed Account are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Upon mutual agreement of the Contract Owner and Nationwide, Nationwide will not impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and

Transfer amount cannot be rolled from year to year or otherwise "banked" for utilization in subsequent calendar years.

The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Fixed Account are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Fixed Account and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Fixed Account and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Fixed Account.

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

Sixty Month Exchange or Transfer Program

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via a monthly Exchange or Transfer over a period of sixty (60) months. Upon mutual agreement of the Contract Owner and Nationwide, Nationwide will permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month Exchange or Transfer shall be subject to the following.

(1) The amount to be Exchanged each month is equal to the value of the Fixed Account of the Participant Account divided by the number of remaining months until the 60 month Exchange or Transfer program is completed.
(2) Any additional Participant Contribution, Exchange and/or Transfer to the Fixed Account of a Participant Account where the 60 month Exchange or Transfer program is in effect will result in immediate cancellation of any additional Exchanges or Transfers under this program.
(3) If the Participant level Exchange limitation (whether the percentage limitation or number of transactions limit) has been met in the calendar year in which the request to initiate the 60 month Exchange or Transfer program is received, Nationwide will reject the request. The request may be made again beginning on the first day of the next calendar year.
(4) The 60 month Exchange or Transfer program is only available for Participant Account Values of at least $1,000.

TERMINATION AND WITHDRAWALS

The following is added to the Contract.

Termination

In the event the Contract Owner or Nationwide terminate the Contract, the following will apply to the Fixed Account.

At least thirty (30) days prior to the effective date of termination, the Contract Owner must elect one of the two Withdrawal methods listed below for amounts attributable to the Fixed Account.

(1) Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in one lump-sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Fixed Account plus or minus a market value adjustment. The current market value adjustment formula is specified in Exhibit A. If Nationwide intends to change the market value adjustment formula, prior to any change being effective, Nationwide will provide the Contract Owner the new market value adjustment formula.

(2) Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:

(a) the Fixed Account value on the date before the installment is Withdrawn; divided by

(b) the number of remaining installments.

Fixed Account Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ___ day of _____, 201_.

APPROVED:

CONTRACT OWNER: Escambia County, FL

By:_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-23-2019

NATIONWIDE LIFE INSURANCE COMPANY:

By: _____

Exhibit A

Market Value Adjustment Assumptions & Formula

Nationwide's market value adjustment formula assumes that the net cash flow received each calendar quarter had been invested in a 10-year semi-annual coupon bond purchased at par. The rate on that bond is assumed to be the actual rate earned on investments acquired in that calendar quarter with an average quality of Baa. Therefore, the result is a set of hypothetical assets that reasonably represent the actual portfolio.

The current market rate, against which each hypothetical asset is compared, assumes that any asset that might be sold would have a rating of Baa. The current market rate is assumed to be the Barclays Capital Baa component of the U.S. Credit index rate.

To calculate the market value adjustment:

1. The book value of each hypothetical asset is determined by allocating the Contract Value over all quarters since purchase payments began per the following process. The book value is the**:**

- Contract Value increase (or zero if the Contract Value decreased), plus
- the amount reinvested during the quarter from a prior quarter's maturing hypothetical asset, less
- any hypothetical asset sales resulting from Contract Value decreases (i.e. net cash outflow) in later quarters. In other words, if a calendar quarter's Contract Value decreases more than rollovers from prior quarter's maturing hypothetical assets, the hypothetical assets from prior quarters are liquidated pro-rata until Contract Value decrease is satisfied.

The sum of the book values for all calendar quarters will equal Contract Value on the cash out date.

2. The market value is calculated for each hypothetical asset. This is the present value of the hypothetical asset discounted at the current market rate (i.e. Barclays Capital Baa). If the present value were calculated at the hypothetical bond's original rate, the present value would equal the book or par value. However, since discounting is done at the current market rate, the current market value results.

3. The total market value is the sum of the market values for each hypothetical asset. The market value adjustment is the amount by which the total book value differs from the total market value.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16137 **County Attorney's Report 12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 06/06/2019
Issue: Termination of Temporary Access and Construction Easement for the Warrington Linear Park Project
From: STEPHEN WEST, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Termination of Temporary Access and Construction Easement for the Warrington Linear Park Project.

That the Board take the following action:

A. Approve the Termination of Temporary Access and Construction Easement for the Warrington Linear Park Project recorded in Official Record Book 5912 at page 1208 of the public records of Escambia County, Florida;

B. Authorize the Chairman to execute the Termination of Temporary Access and Construction Easement; and

C. Authorize staff to record it in the public records at the County's expense.

BACKGROUND:

In 2005, American Mini-Storage, Inc., conveyed to the County a Temporary Access and Construction Easement to facilitate construction of the County's Warrington Linear Park project. The easement expired at the conclusion of the Project in 2007. However, the easement was recorded in the public records and remains an encumbrance on the title of the property. American Mini-Storage, Inc. is in the process of selling its property, and its closing agent has requested that the County execute an appropriate instrument in the public records to confirm that the temporary access and Construction Easement no longer encumbers the property.

BUDGETARY IMPACT:

Funds for recording are available in the escrow account maintained by Engineering (R.E.A.D Division).

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the Termination of Temporary Access and Construction Easement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The County Attorney's Office will ensure that the Termination of Termpoary Access and Construction Easement is recorded in the public records.

Attachments

Termination of Temporary Access and Construction Easement

This document was prepared by:
Stephen G. West
Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

Warrington Linear Park Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

TERMINATION OF TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

By action of the Board of County Commissioners of Escambia County, Florida, on June 6, 2019, the Temporary Access and Construction Easement by and between American Mini-Storage, Inc., and Escambia County, Florida, recorded in Official Record Book 5912 at page 1208 of the public records of Escambia County, Florida, is hereby confirmed terminated, and the Clerk of the Circuit Court is authorized and directed to record this instrument in the public records.

EXECUTED on this _____ day of _____, 2019.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

_____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Date: _____

BCC Approved: _____

This document approved as to form and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: May 7, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16177 **County Attorney's Report 12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 06/06/2019
Issue: Resolution Imposing and Collecting a User Fee for Cremation Authorization Services Rendered by the District One Medical Examiner
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Imposing and Collecting a User Fee for Cremation Authorization Services Rendered by the District One Medical Examiner.

That the Board take the following action regarding a Resolution imposing and collecting a user fee for cremation authorization services rendered by the District One Medical Examiner.

A. Adopt a Resolution imposing and collecting a user fee for cremation authorization services rendered by the District One Medical Examiner; and

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

This Board previously adopted R2012-72 which provided for authorization and collection of a cremation authorization fee by the District One Medical Examiner. The Medical Examiner had recommended the imposition of this fee as a means to offset expenses incurred by her office and reimbursed by the counties comprising District One as a budget reduction strategy. However, the fees collected were not used for that purpose as determined by Judge Stephen Pitre in recent orders granting partial summary judgment to both Escambia and Okaloosa County. Prior to the entry of these orders, the Medical Examiner announced that she would no longer be collecting this fee beginning October 1, 2018.

As the four Counties comprising District One fund the budget of the Medical Examiner, the authorization of the Medical Examiner to allow a cremation to take

place constitutes a benefit to the estate, personal representative or next of kin of the decedent which is not shared by other members of society. The imposition and collection of a cremation authorization fee would reimburse Escambia County for the cost of that service. It appears that the Medical Examiner's Office will cooperate with Escambia County in providing a monthly listing of those funeral homes and cineration facilities which have performed cremations.

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

Resolution

Resolution No. R2019____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING RESOLUTION R2012-72 RELATING TO THE IMPOSITION OF A FEE FOR CREMATION AUTHORIZATION SERVICES RENDERED BY THE DISTRICT ONE MEDICAL EXAMINER; PROVIDING FOR THE CREATION AND COLLECTION OF A USER FEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 406.08, Florida Statutes, the Board of County Commissioners is required to compensate the Medical Examiner and staff such reasonable salary and expenses as may be established by the Board; and

WHEREAS, pursuant to 406.11(1), Florida Statutes, the Medical Examiner is required to determine the cause of death and shall, for that purpose, make or have performed such examinations, investigations, and autopsies as he or she shall deem necessary or as shall be requested by the state attorney; and

WHEREAS, as part of the services of the Medical Examiner funded by the County is the issuance of certificates that will allow the remains of a decedent to be cremated; and

WHEREAS, the decision to have the remains of a decedent cremated is a voluntary one by the estate, personal representative or next of kin of the decedent; and

WHEREAS, the utilization of the Medical Examiner services to authorize a cremation is a benefit to the estate, personal representative or next of kin of the decedent not shared by other members of society as the estate, personal representative or next of kin have the option of not utilizing the services of the Medical Examiner to authorize the cremation and thereby avoid the fee; and

WHEREAS, the Board of County Commissioners previously adopted Resolution R2012-72 which permitted the Medical Examiner to collect a cremation authorization fee for each cremation authorized by the Medical Examiner as a budget reduction strategy to offset partially the cost of Medical Examiner services that are required to be funded by the County; and

WHEREAS, the Medical Examiner has now declined to collect cremation authorization fees on his or her own behalf; and

WHEREAS, the cremation authorization fee constitutes a user fee and reimburses the County for the cost of that service and the amount is reasonably related to that cost; and

WHEREAS, the Board seeks to amend Resolution R2012-72 to provide for procedures for the collection of the cremation authorization fees as a user fee.

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Escambia County as follows:

Section 1. That the above recitals are true and correct and incorporated herein by reference.

Section 2. That the Board of County Commissioners hereby establishes a cremation authorization fee in the amount of forty dollars ($40.00) for cremation authorization services rendered by the District One Medical Examiner's Office and which are funded by the County. The cremation authorization fee shall be collected by funeral homes and other entities and facilities that provide cremation services and shall be remitted to the County or its designee.

Section 3. That a cremation authorization fee shall not be established, charged or collected for any human body or remains which are unclaimed and cremated as a public expense pursuant to Chapter 406, Florida Statutes.

Section 4. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

DULY PASSED AND ADOPTED this _____ day of _____, 2019.

BOARD OF COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Lumon J. May, Chairman

ATTEST:

_____
Pam Childers
Clerk of the Circuit Court

APPROVED AS TO FORM:

_____
Alison Rogers, County Attorney

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16277 **County Attorney's Report 12. 3.**
BCC Regular Meeting **Action**
Meeting Date: 06/06/2019
Issue: Ratify the Scheduling of an Attorney/Client Session held on June 6, 2019 in re: Andrea N. Minyard, M.D. v. Esc Cnty, et al., Case No. 2018 CA 000780
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Ratifying the Scheduling of an Attorney/Client Session held on June 6, 2019 in re: Andrea N. Minyard, M.D. v. Escambia County, et al., Case No. 2018 CA 000780

That the Board:

A. Ratify the scheduling of an attorney/client session with its attorneys to discuss a proposed settlement agreement; and

B. Approve the public notice printed below which was published in the *Pensacola News Journal* on Saturday, June 1, 2019.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the case of Andrea N. Minyard, M.D. v. Escambia County, Case No. 2018 CA 000780, Escambia County Circuit Court, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 3:30 p.m., on Thursday, June 6, 2019, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Lumon J. May, Douglas B. Underhill, Jeff Bergosh, Robert Bender, and Steven L. Barry, Interim County Administrator Matthew Coughlin, County Attorney Alison P. Rogers, Charles V. Peppler, Deputy County Attorney, attorneys representing Escambia County in the foregoing litigation. A certified court reporter will attend and report the attorney/client session.

BACKGROUND:
Was provided to the Board at the attorney/client session.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16170 **County Attorney's Report 12. 1.**
BCC Regular Meeting **Information**
Meeting Date: 06/06/2019
Issue: Statement of Claim Filed in the County Court Case of Escambia County v. Matthew Lindsey, Case No. 2019 SC 001656
From: KIA JOHNSON, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Statement of Claim filed in the County Court Case of Escambia County v. Matthew Lindsey, Case No. 2019 SC 001656.

That the Board be made aware that the County entered into the attached Mediated Agreement with respect to Mr. Matthew Lindsey's unpaid corrections officer training expenses.

BACKGROUND:

On January 10, 2017, the County and Mr. Matthew Lindsey entered into a Contract for Reimbursement of Training Expenses. As outlined in the Contract, the County intended to employ Mr. Lindsey in the capacity of a full-time corrections officer at the Escambia County Jail. Pursuant to state statute, the County agreed to fund the costs associated with Mr. Lindsey attending the corrections officer training program, in exchange for Mr. Lindsey's agreement to work as a corrections officer for the County for a period of two (2) years after completing the training program.

Mr. Lindsey completed the training program on April 21, 2017. On July 19, 2017, Mr. Lindsey submitted his resignation to the County, prior to completing his two (2) year commitment to the County. At the time of his resignation, Mr. Lindsey had an outstanding balance of $1,438.97 with respect to his training expenses.

On April 15, 2019, the County filed a Statement of Claim against Mr. Lindsey in the County Court, Small Claims Division. The Statement of Claim was in the principal amount of $1,438.97, plus court costs in the amount of $200.00.

On May 8, 2019, this case came before the Court for hearing, at which time a Mediated Agreement was reached between the County and Mr. Lindsey. Pursuant to the Mediated Agreement, Mr. Lindsey's total amount due to the County is $1,638.97. Mr. Lindsey will make monthly payments in the amount of $100.00 until the balance is paid in full.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kia Johnson has reviewed and approved this recommendation.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Mediated Agreement

Filing # 89265204 E-Filed 05/09/2019 03:22:34 PM

IN THE COUNTY COURT IN AND FOR Escambia COUNTY, FLORIDA

– SMALL CLAIMS DIVISION –

MEDIATED AGREEMENT

Escambia County Rep: Kia Johnson, Esq. (Plaintiff(s)) | Matthew Lindsey (Defendant(s)) | Case # 2019 SC 001656 | Kiwanis Short (Mediator) 19119C

1. ✓ (a) The parties agree that Matthew Lindsey will pay a total of $ 1,638.97 to Escambia County. The total to be paid consists of $ 1,638.97 as principal. $ n/a (Specify or write name) as accrued interest, and $ n/a (Specify or write name) as _____.

✓ (b) Payments of $ 100.00 will begin on the 31st day of May 2019 and will continue Monthly until the total agreed upon amount has been paid. Interest at the rate of 0 % will accrue on any unpaid balance.

✓ (c) Payments of $100/month will be paid to Escambia County BCC on or before the last day of each month.

Payments can be paid by check, credit card, Money order, or cash.

Check here if continued on page 2 ____

2. ✓ If the terms of the above agreement are not met, the court may enter a Final Judgment against Matthew Lindsey (Defendant) in the amount of $ 1,638.97 which includes court costs, prejudgment interest and $ 0 (Specify or write name) as _____ less any amounts paid.

3. Current mailing addresses of the parties are:

Plaintiff	Defendant
(850) 595-4970	(850) 816-9730
Escambia County, c/o Kia Johnson	Matthew Lindsey
221 Palafox Pl, Suite 430	5422 Douglas Street
Pensacola, FL 32502	Milton, FL 32570
kmjohnson@myescambia.com	bluedragon196362@yahoo.com

4. **Each party agrees to notify the Clerk's Office in writing, by regular mail, of any change of address within 20 days of the change.**

5. The parties to the mediation state that they understand this agreement, the amounts, conditions, and manner of payment and that each was given an opportunity to ask questions concerning it.

6. When this agreement has been fulfilled, the plaintiff shall notify the Clerk of Court so that the case may be closed.

AGREED to on this 8th **day of** May, **20** 19.

Escambia County, FL

Kia M. Johnson, Esq.
Plaintiff(s) Signature(s)

Matthew Lindsey
Defendant(s) Signature(s)

Kiwanis Short
Mediator Signature

Mediator Program Director Signature or Designee