



City of Pensacola

City Council

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

February 13, 2025, 5:30 PM

Council Chambers, 1st Floor

The meeting can be watched via live stream at cityofpensacola.com/video.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Jennifer Brahier

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 25-63 APPROVAL OF MINUTES: REGULAR MEETING DATED JANUARY 16, 2025

Recommendation: That City Council approve regular meeting minutes dated January 16, 2025.

Sponsors: Council President Jared Moore

Attachments: *Draft: Regular Meeting Dated 1/16/2025*

APPROVAL OF AGENDA

CONSENT AGENDA

2. 25-145 APPOINTMENT: WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE

Recommendation: That City Council appoint one individual to the West Florida Public Library Board of Governance for a term of two (2) years expiring February 28, 2027.

Sponsors: Council President Jared Moore

Attachments: *Member List*

Application of Interest - Kenneth B Wall
Resume - Kenneth B Wall

3. 25-6 APPLICATION FOR EXCLUSIVE USE PARKING LOCATED AT 600 SOUTH PALAFOX STREET

Recommendation: That City Council approve construction and exclusive use of 20 parking spaces on the west side of Jefferson Street between Cedar Street and Gimble Street. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer a formal agreement to be negotiated at a later date consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Applicant Information*
Certificate of Insurance
Map
Map

4. 25-91 REQUEST FOR LIEN RELEASES FOR AFFORDABLE HOUSING FROM ESCAMBIA COUNTY

Recommendation: That City Council approve the request from Escambia County for the release of code and improvement liens on the following twelve parcels:

- 503 N B Street, Property Account #150203000;
- 505 N B Street, Property Account #150202000;
- 2011 N Tarragona Street, Property Account #132080002;
- 1011 W DeSoto Street, Property Account #150429000;
- 900 N D Street, Property Account #150334000;
- 902 N D Street, Property Account #150335000;
- 908 W La Rua Street, Property Account #150285000;
- 804 W Wright Street, Property Account #150241000;
- 200 South M Street, Property Account #153204000;
- 1313 W Jackson Street, Property Account #150740000;
- 1404 W Jackson Street, Property Account #150859000; and
- 432 N Coyle Street, Property Account #131739000.

Further, that City Council waive portions of the Lien Release Policy for Affordable Housing and authorize the Mayor to take all actions necessary to execute any documents related to the release of liens, consistent with the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: County Lien Release Request Summary
Lien Release Policy for Affordable Housing

5. 25-9 2024 HOME INVESTMENT PARTNERSHIPS PROGRAM INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY

Recommendation: That City Council approve the HOME Investment Partnerships Program Interlocal Agreement with Escambia County providing for the City of Pensacola's participation in the HOME Program to implement HOME eligible activities. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Agreement, consistent with the terms of the Agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: 2024 HOME Interlocal Agreement

6. 25-124 FRATERNAL ORDER OF POLICE (FOP) PROPOSED POLICE SERGEANTS' COLLECTIVE BARGAINING AGREEMENT

Recommendation: That City Council ratify the Proposed Police Sergeants' Collective Bargaining Agreement between the City of Pensacola and the Fraternal Order of Police.

Sponsors: DC Reeves, Mayor

Attachments: Proposed Collective Bargaining Agreement

7. 25-47 RECOMMENDATION OF UNDERWRITERS FOR THE CITY OF PENSACOLA'S AIRPORT SYSTEM REVENUE BONDS, SERIES 2025 (AMT).

Recommendation: That City Council select the recommended underwriting syndicate for the Airport System Revenue Bonds, Series 2025 composed of Bank of America Securities, Inc. as the senior managing underwriter and PNC Capital Markets LLC and Raymond James & Associates as co-managing underwriters. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: Exhibit A - Proposal Summary - Pensacola Airport

8. 25-18 APPROVAL OF INTERLOCAL AGREEMENT BETWEEN CITY OF PENSACOLA AND ESCAMBIA COUNTY - DR. MARTIN LUTHER KING, JR. DRIVE/ALCANIZ STREET AND DAVIS HIGHWAY TWO-WAY CONVERSION PROJECT

Recommendation: That City Council approve an Interlocal Agreement between the City of Pensacola and Escambia County related to the Dr. Martin Luther King, Jr. Drive/Alcaniz Street and Davis Highway two-way roadway conversion. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Interlocal Agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Interlocal Agreement*

9. 25-88 AWARD OF BID NO. 25-009 - STORMWATER PONDS MAINTENANCE CONTRACT

Recommendation: That City Council award Bid # 25-009, Stormwater Ponds Maintenance contract to Green Energy Contracting, LLC of Holt, FL, the lowest and most responsible bidder with a base bid of \$97,808.75. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *25-009 Bid Tabulation*

10. 25-113 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approve funding of \$1,500 to the Escambia County Public School Foundation for Excellence for the Washington High School Drama Program from the City Council Discretionary Funds for District 2.

Sponsors: Council Member Charles Bare

Attachments: *None*

11. 25-110 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of \$1,500 to The Rosa Verde Foundation and \$500 to The Pensacola Alumni Charity Foundation from the City Council Discretionary Funds for District 3.

Sponsors: Casey Jones, Council Member

Attachments: *None*

12. 25-12 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of \$800 to Knowledge Ministries, Inc. doing business as the Golden Elite Track and Field Club from the City Council Discretionary Funds for District 4.

Sponsors: Council President Jared Moore

Attachments: None

13. 25-92 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$250 to The Kukua Institute, \$250 to The Gulf Coast Citizen Diplomacy Council, \$250 to Truth for Youth and \$500 to The Pensacola Community Action Network from the City Council Discretionary Funds for District 6.

Sponsors: Council Vice President Allison Patton

Attachments: None

REGULAR AGENDA

14. 25-95 PUBLIC HEARING - RELATED TO THE DOWNTOWN IMPROVEMENT BOARD'S (DIB) EXEMPTION FROM THE URBAN CORE COMMUNITY REDEVELOPMENT AREA'S TAX INCREMENT FINANCING (TIF)

Recommendation: That City Council hold a public hearing on February 13, 2025 to consider the Downtown Improvement Board's (DIB) exemption from the Urban Core Community Redevelopment Area's Tax Incremental Financing (TIF).

Sponsors: DC Reeves, Mayor

Attachments: *DIB TIF Exemption Request 11.8.24*

15. 25-86 PROPOSED ORDINANCE NO. 14-24 - RELATED TO THE DOWNTOWN IMPROVEMENT BOARD'S (DIB) EXEMPTION FROM THE URBAN CORE COMMUNITY REDEVELOPMENT AREA'S TAX INCREMENT FINANCING (TIF)

Recommendation: That City Council approve Proposed Ordinance No. 14-24 on first reading.

AN ORDINANCE AMENDING ORDINANCE NO. 13-84 TO PROVIDE FOR THE EXEMPTION OF THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD FROM THE OBLIGATION TO ANNUALLY CONTRIBUTE TAX INCREMENT REVENUES TO THE REDEVELOPMENT TRUST FUND ESTABLISHED FOR THE URBAN CORE COMMUNITY REDEVELOPMENT AREA; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 14-24*
Business Impact Analysis Report - PROPOSED ORDINANCE 14-24
DIB TIF Exemption Request 11.8.24

- 16.** 25-22 RESOLUTION NO. 2025-4 - PENSACOLA INTERNATIONAL AIRPORT - AUTHORIZING ACCEPTANCE AND EXECUTION OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION AGREEMENT NO. 452606-2-94-01 - DESIGN AND CONSTRUCTION OF THE PASSENGER TERMINAL EXPANSION AND RENEWAL - PARTIAL FUNDING

Recommendation: That City Council adopt Resolution No. 2025-4.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 452606-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN & CONSTRUCTION OF THE PASSENGER TERMINAL EXPANSION AND RENEWAL AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No. 2025-4*
Grant Agreement No. 452606-2-94-01

- 17.** 25-21 PENSACOLA INTERNATIONAL AIRPORT - FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION AGREEMENT NO. 452606-2-94-01 - DESIGN AND CONSTRUCTION OF THE PASSENGER TERMINAL EXPANSION AND RENEWAL - PARTIAL FUNDING

Recommendation: That City Council approve the acceptance of the Public Transportation Grant Agreement No. 452606-2-94-01 in the amount of \$5,000,000 to provide partial funding for the design and construction of the passenger terminal expansion and renewal at the Pensacola International Airport. Further, that City Council approve the Mayor to take the actions necessary relating to the acceptance and execution of the grant agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a resolution accepting the grant award and authorizing the Mayor to execute the grant agreement. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *Grant Agreement No. 452606-2-94-01*

Resolution No. 2025-4

Supplemental Budget Resolution No. 2025-5

Supplemental Budget Explanation No. 2025-5

- 18.** 25-23 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-5 – FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION AGREEMENT NO. 452606-2-94-01 - DESIGN AND CONSTRUCTION OF THE PASSENGER TERMINAL EXPANSION AND RENEWAL - PARTIAL FUNDING

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-5.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-5*
Supplemental Budget Explanation No. 2025-5

- 19.** 25-10 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - GRANT NO. 25SRP01 - CITY OF PENSACOLA MAIN STREET STORMWATER IMPROVEMENTS - PHASE II

Recommendation: That City Council approve the acceptance of Florida Department of Environmental Protection Grant Agreement No. 25SRP01 for the purpose of improving stormwater resiliency along Main Street in the amount of \$754,000.00, with a local match of \$1,246,000.00, for a total grant value of \$2,000,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *25SRP01 - City of Pensacola Main Street Stormwater Improvements - Phase II*

- 20.** 25-55 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-7 - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - GRANT AGREEMENT NO. 25SRP01 - MAIN STREET STORMWATER IMPROVEMENTS - PHASE II

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-7.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER

30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-7*
Supplemental Budget Explanation No. 2025-7
Grant Agreement No. 25SRP01

21. 25-13 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - GRANT NO. 25SRP02 - CITY OF PENSACOLA LANGLEY AVENUE STORMWATER ADAPTATION

Recommendation: That City Council approve the acceptance of Florida Department of Environmental Protection Grant Agreement No. 25SRP02 for the purpose of improving stormwater resiliency along Langley Avenue in the amount of \$2,600,000.00, with a local match of 2,600,000.00, for a total grant value of \$5,200,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *25SRP02 - City of Pensacola Langley Avenue Stormwater Adaptation*

22. 25-56 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-8 - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - GRANT NO. 25SRP02 - CITY OF PENSACOLA LANGLEY AVENUE STORMWATER ADAPTATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-8.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-8*
Supplemental Budget Explanation No. 2025-8
25SRP02 - City of Pensacola Langley Avenue Stormwater Adaptation

23. 25-35 RECYCLING PARTNERSHIP GRANT AGREEMENT

Recommendation: That City Council accept the Recycling Partnership Grant Agreement in the amount of \$263,250 to improve curbside recycling services and resident engagement in the City. Further, that City Council adopt a

supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *Recycling Partnership Grant Agreement Final 1.16.25*
Affidavit Regarding the Use of Coercion for Labor and
Services.MW 011525
Supplemental Budget Explanation No. 2025-10
Supplemental Budget Resolution No. 2025-10

24. 25-111 SUPPLEMENTAL BUDGET RESOLUTION - NO. 2025-10 - RECYCLING PARTNERSHIP GRANT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-10.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-10*
Supplemental Budget Explanation No. 2025-10

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further

information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-63

City Council

2/13/2025

MINUTES

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED JANUARY 16, 2025

ATTACHMENTS:

1. Draft: Regular Meeting Dated 1/16/2025



City of Pensacola

CITY COUNCIL

MINUTES

City of Pensacola
222 W. Main Street
Pensacola, FL
32502

January 16, 2025

5:30 PM

Council Chambers, 1st Floor

ROLL CALL

Council President Moore called the meeting to order at 5:31 P.M.

Council Members Present: Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

Council Members Absent: None

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Charles Bare

AWARDS

A Community Service Award recognizing *Junior League Pensacola* with Council President Moore reading into the record and Council Member Wiggins presenting the award to the representatives in attendance. Ebony Cornish, JLP President made follow-up remarks.

FIRST LEROY BOYD FORUM

Larry Downs, Jr.: Addressed Council talked about COVID vaccines.

Stan McDaniels: Addressed Council indicating there are staffing issues related to obtaining public records maintained by Pensacola Police Department, that he has been waiting more than 30 days for records he requested.

James Gulley: Addressed Council regarding a planned apartment complex to be constructed on the former ECUA wastewater treatment facility property which is within the Tanyard. He cited permitting information (copy provided to Council staff -

- on file).

Celestine Lewis: Addressed Council regarding a recent meeting with Mayor Reeves regarding her interest in creating a community partnership with Pensacola Police Department and youth to encourage relationship building to encourage trust between police officers and children. She provided handouts of a proposal to establish *Blue Buddies Police & Kids in Action Program* (on file).

APPROVAL OF MINUTES

1. 25-62 APPROVAL OF MINUTES: SPECIAL MEETING DATED DECEMBER 12, 2024 AND REGULAR MEETING DATED DECEMBER 12, 2024

Recommendation: That City Council approve special meeting minutes dated December 12, 2024 and regular meeting minutes dated December 12, 2024.

A motion to approve was made by Council Member Brahier and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 0 None

APPROVAL OF AGENDA

Council President Moore indicated Item 8 (24-1234) and Item 9 (24-1199) will be moved to the Regular Agenda as a citizen would like to address those items. Council Member Bare additionally requested Item 4 (25-31) also be moved to the Regular Agenda along with Items 8 and 9.

A motion to approve the agenda as amended was made by Council Member Bare and seconded by Council Vice President Patton.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 0 None

CONSENT AGENDA

2. 24-1229 APPOINTMENT: BOARD OF TRUSTEES - POLICE OFFICERS' RETIREMENT FUND

Recommendation: That City Council reappoint Stephanie Taylor to the Board of Trustees - Police Officers' Retirement Fund for a term of two (2) years, expiring December 31, 2026.

3. 24-1245 AIRPORT - EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO PROJECT TITAN ELEMENT 2 SITE

Recommendation: That City Council approve the temporary utility easement agreement for overhead utility lines installed by Florida Power & Light Company for service to Hangar 3 of the Project Titan Element 2 site. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer the utility easement agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

5. 24-1238 AWARD OF BID NO. 25-003 - GULL POINT COMMUNITY CENTER EARTH STABILIZATION PROJECT

Recommendation: That City Council award Bid No. 25-003, Gull Point Community Center Earth Stabilization Project to Gulf Marine Construction, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$227,551.00 plus a 10% contingency of \$22,755.10 for a total of \$250,306.10. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

6. 24-1232 ACCEPTANCE OF EASEMENT FOR 2301 WEST CERVANTES STREET FROM THE CITY OF PENSACOLA TO THE CITY OF PENSACOLA

Recommendation: That City Council authorize the Mayor to accept and execute the easement agreement from the City of Pensacola to the City of Pensacola to allow for the construction of a public sidewalk on a portion of public property. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this easement agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

7. 24-1198 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of \$250 to the Gulf Coast Citizen Diplomacy Council from the City Council Discretionary Funds for District 4.

A motion to approve consent agenda items 2, 3, 5, 6, and 7 was made by Council Vice President Patton and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 0 None

REGULAR AGENDA

4. 25-31 ACQUISITION OF REAL PROPERTY - 1800 NORTH PALAFOX STREET (HOLLICE T WILLIAMS STORMWATER PARK PROJECT)

Recommendation: That City Council approve the purchase of real property located at 1800 North Palafox Street (Parcel ID# 000S009010010106) from Robert Lynn McNorton and Betty McNorton for \$950,000 plus appropriate closing costs, as part of the Hollice T Williams Stormwater Park Project. Also, that City Council authorize the Mayor to take actions necessary to execute and administer the acquisition, consistent with the terms of the purchase agreement and the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Member Brahier and seconded by Council Member Wiggins.

Discussion took place among Council with Property Lease Manager Stallworth fielding comments and questions accordingly. She also referenced an overhead slide providing an aerial of the subject property and surrounding area (on file with background materials).

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 6 Jared Moore, Allison Patton, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 1 Charles Bare

8. 24-1234 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$250 to Truth for Youth

from the City Council Discretionary Funds for District 5.

A motion to approve was made by Council Member Bare and seconded by Council Vice President Patton.

Council Member Broughton (sponsor) explained the intent of funding.

Public input was heard from Larry Downs, Jr.

Council Vice President Patton made comments related to the Christmas event held by Truth for Youth. Council Member Broughton made follow-up remarks.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

9. 24-1199 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of \$500 to the Real Women Radio Foundation from the City Council Discretionary Funds for District 7.

A motion to approve was made by Council Member Bare and seconded by Council Member Brahier.

Council Member Wiggins (sponsor) explained the intent of funding.

Public input was heard from Larry Downs, Jr.

Council Member Brahier made follow-up remarks indicating that in the past Council Members' discretionary funding did not come before City Council for approval and, therefore, not discussed publicly.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

10. 24-1230 FUNDING FOR PREPARATION OF CONSTRUCTION PLANS FOR E.S.

COBB RESOURCE CENTER RENOVATION

Recommendation: That City Council approve funding for the preparation of architectural and engineering plans for the E.S. Cobb Resource Center renovation under a Service Authorization Agreement with Geosyntec Consultants, Inc. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Agreement, consistent with the terms of the Agreement and the Mayor's Executive Powers as granted in the City Charter

A motion to approve was made by Council Member Wiggins and seconded by Council Member Brahier.

Public input was heard from James Gulley.

Council Member Broughton made follow-up remarks.

There being no further discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

11. 24-1223 INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING (ILA) BETWEEN THE CITY OF PENSACOLA, ESCAMBIA COUNTY AND THE SCHOOL BOARD OF ESCAMBIA COUNTY.

Recommendation: That City Council approve the Interlocal Agreement between Escambia County, the School Board of Escambia County and the City of Pensacola recognizing their mutual obligation for the education and well-being of the children in their community. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement as amended.

A motion to approve was made by Council Member Wiggins and seconded by Council Member Brahier.

Public input was heard from Larry Downs, Jr.

Some discussion took place among Council with Deputy City Administrator Miller and City Attorney Cobb responding accordingly to questions.

Upon conclusion of discussion the vote was called.

The motion passed by the following vote:

Yes: 6 Jared Moore, Allison Patton, Jennifer Brahier, Teniade Broughton,

Casey Jones, Delarian Wiggins
No: 1 Charles Bare

12. 24-1233 RESOLUTION NO. 2024-103 - SUPPORTING AWARD OF FLORIDA STATE FUNDING THROUGH PARTNERSHIP WITH CONSERVATION FLORIDA FOR THE BAY BLUFFS PARK REVITALIZATION PROJECT

Recommendation: That City Council adopt Resolution No. 2024-103:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING AWARD OF FLORIDA STATE FUNDING THROUGH PARTNERSHIP WITH CONSERVATION FLORIDA FOR THE BAY BLUFFS PARK REVITALIZATION PROJECT.

A motion to adopt was made by Council Member Brahier and seconded by Council Member Wiggins.

Some Council Members made comments.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 0 None

13. 24-1206 RESOLUTION NO. 2024-102 - SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING

Recommendation: That City Council adopt Resolution No. 2024-102.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; SUPPORTING AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION TRANSPORTATION ALTERNATIVES PROGRAM TO DESIGN AND CONSTRUCT PEDESTRIAN FACILITIES ON NORTH J STREET AND PEDESTRIAN AND BICYCLE FACILITIES ON EAST MAXWELL STREET; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Brahier.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

14. 24-1075 APPROVAL OF FY2024 BULLETPROOF VEST PROGRAM PARTNERSHIP WITH PATRICK LEAHY FOUNDATION

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the Bulletproof Vest Program grant award with Patrick Leahy Foundation in the amount of \$13,703.42. Further that City Council authorize the Mayor to take all actions necessary to finalize the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

A motion to approve was made by Council Vice President Patton and seconded by Council Member Brahier.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

15. 24-1070 SUPPLEMENTAL RESOLUTION NO. 2024-91 - FY2024 BULLETPROOF VEST PROGRAM PARTNERSHIP WITH PATRICK LEAHY BULLETPROOF VEST FOUNDATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-91.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Vice President Patton.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

16. 24-1182 FY24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAGC) PROGRAM: STATE - C-6N176 INVESTIGATIVE TECHNOLOGY

Recommendation: That City Council accept the acceptance of the FY24 Edward Byrne Memorial Justice Assistance Grant (JAGC) Program: State-C-6N176 Investigative Technology agreement between the City of Pensacola and the State of Florida Department of Law Enforcement (FDLE), Office of Criminal Justice

Grants in the amount of \$32,836.00 upon award of the grant. Further, that City Council ratify the Mayor to take all actions necessary to execute the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

A motion to approve was made by Council Member Brahier and seconded by Council Member Jones.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

17. 24-1181 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-96 - FY24 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT COUNTYWIDE (JAGC) PROGRAM: STATE- C-6N176 INVESTIGATIVE TECHNOLOGY

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-96.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Brahier.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

18. 24-1185 FY2024-25 DRONE REPLACEMENT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) - AWARD NO. 3X122

Recommendation: That City Council approve the acceptance of FY2024-25 Drone Replacement Program - Florida Department of Law Enforcement (FDLE) - Award No. 3X122, between Pensacola Police Department and FDLE, Office of Criminal Justice Grants in the amount of \$75,000.00, upon the award of grant. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

A motion to approve was made by Council Vice President Patton and

seconded by Council Member Wiggins.

Police Chief Randall responded accordingly to questions from Council Member Wiggins.

There being no further discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

19. 24-1184 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-97 - FY2024-25 DRONE REPLACEMENT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) - AWARD NO. 3X122

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-97:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE

A motion to adopt was made by Council Member Bare and seconded by Council Member Brahier.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

20. 25-2 PROPOSED ORDINANCE NO. 13-24 VACATION OF RIGHT OF WAY - 1000 W. MORENO STREET AND ADJACENT PARCELS - BAPTIST HOSPITAL LEGACY CAMPUS

Recommendation: That City Council adopt Proposed Ordinance No. 13-24 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF MALLORY STREET, AN UNIMPROVED PORTION OF "I" STREET, AND UNIMPROVED ALLEYWAYS IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE. **(Ordinance No. 01-25)**

A motion to adopt was made by Council Vice President Patton and seconded

by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher reminded Council of an upcoming workshop on January 22nd beginning at 5:30 P.M. to discuss *Review and Rewrite of the Land Development Code being Conducted by Inspire Placemaking Collective*.

MAYOR'S COMMUNICATION

None

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Broughton reminded Council Members of the upcoming Dr. Martin Luther King, Jr. parade. Some Council Members made follow-up remarks.

SECOND LEROY BOYD FORUM

Larry Downs, Jr.: Addressed Council referencing the recent action taken by Niceville City Council to remove fluoride from the water system; and talked about vaccines.

Council Member Brahier made follow-up remarks.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 6:53 P.M.

Adopted: _____

Approved: _____
Jared Moore, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-145

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Jared Moore

SUBJECT:

APPOINTMENT: WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE

RECOMMENDATION:

That City Council appoint one individual to the West Florida Public Library Board of Governance for a term of two (2) years expiring February 28, 2027.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The West Florida Public Library Board of Governance is responsible for establishing policy, overseeing the library's finances, approving the library system's annual budget, and ensuring that adequate funds are available to finance the budget. The board also oversees the library director and is responsible for understanding the library's mission, programs, and services delivered to the community.

The following is an incumbent that would like to be considered for reappointment:

Nominee: Nominated by:

Kenneth Wall Incumbent

PRIOR ACTION:

City Council makes appointments to this board biennially.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Application of Interest - Kenneth B Wall
3. Resume - Kenneth B Wall

PRESENTATION: No

West Florida Public Library Board of Governance

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
NeSmith, Lori		Mayor	0	2024	2/28/2026	1/10/2022	2	
Wall, Kenneth	English Professor	Council	1	2024	2/28/2025	3/23/2023	2	

Term Length: Two (2) Years

The Board shall be composed of five (5) voting members. The Board of County Commissioners shall appoint three (3) members, the Pensacola City Council shall appoint one (1) member to the Board, and the Mayor of Pensacola shall appoint one (1) member to the Board. All members of the Board of Governance shall be electors of Escambia County.

Ericka Burnett

From: noreply@civicplus.com
Sent: Friday, December 27, 2024 6:23 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** ⚠

Application for Boards, Authorities, and Commissions - City Council Appointment

This application will be utilized in considering you for appointment to a City Council board, authority, or commission. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to cityofpensacola.com/council for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Kenneth Blaine Wall
Home Address	685 Aragon Street Pensacola, FL 32502
Business Address	1000 College Blvd. Building 4, Room 469x Pensacola, FL 32504
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	(850) 393-8821

Email Address	kbw324@bellsouth.net
Upload Resume (optional)	KBWall_CV_2024.docx
(Section Break)	
Details	
Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	14 yeasers
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	West Florida Public Library Board of Governance
Please list the reasons for your interest in this position:	I have had the honor of representing the city as an appointee of the City Council for the past two years, and I currently serve as vice chair of the BOG. During my time as a board member, I have learned much about our fantastic library system and the positive impact it has on our city and county. I wish to serve a second term to continue supporting the work of the library.
Do you currently serve on a board?	Yes
If yes, which board(s)?	West Florida Public Library Board of Governance
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A
(Section Break)	

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
--------	------

Race	Caucasian
------	-----------

Physically Disabled	No
---------------------	----

(Section Break)

Acknowledgement of Terms	I accept these terms.
--------------------------	-----------------------

Email not displaying correctly? [View it in your browser.](#)

Kenneth Blaine Wall, D.A.

Professor of English

685 Aragon Street
Pensacola, Florida, 32502

850.393.8821

kbw324@bellsouth.net

Innovative English Professor bringing proven success in implementing technology-based curriculum delivery and assessment tools in composition, literature, research, and pedagogy courses at both the undergraduate and graduate levels. Passionate about fostering academic development and success for every student.

Skills

- Individualized support
- Online teaching (Canvas, Brightspace, Blackboard, Zoom)
- Technology integration
- Testing and evaluation
- Academic research
- Curriculum Development
- Areas of Interest: American Literature, African American Literature, American Southern Literature, World Literature, British Literature, Contemporary Literature, Postmodern Literature, Canonicity, Diversity, Social Justice, Composition, Literary Pedagogy, Literacy, Psychology of Literature.

Education

May 2019

● **Doctor of Arts: English Pedagogy and Technology**

Murray State University - Murray, KY

GPA: 4.0, Pedagogical approaches to literature and composition, Postcolonial literature, American literature from 1800, social justice, canonicity. Capstone: "Making Literature Matter: Reimagining the American Literary Canon to Address Issues of Social Justice in Today's College-Level American Literature Courses."

August 2000

● **Master of Education: English**

William Carey University - Hattiesburg, MS

GPA: 4.0, Pedagogical approaches to literature and composition; modern and contemporary American drama.

May 1999

Bachelor of Arts: English

William Carey University - Hattiesburg, MS

graduated magna cum laude, GPA: 3.81, Member of Alpha Chi, International Honor Society; president of Sigma Tau Delta, International English Honor Society; member of President's Round Table.

Work History

2003 - Current

Professor of English

Pensacola State College, Pensacola, Florida

- I teach face-to-face classes, and both asynchronous and synchronous online courses, including the following: Composition I, Composition II, American Literature from 1870, Contemporary Literature, African American Literature, World Literature to 1650, World Literature from 1650, and English Literature to 1800.
- Have developed and taught online sections of Composition I, Composition II, Contemporary Literature, and American Literature from 1870 using WebCT, Angel, D2L, Canvas, and Zoom learning management systems.
- Have served on the Distance Learning Committee for numerous years and served as a course evaluator for new courses.
- Currently serve on the Robinson Honors Program Committee and the Library Committee.
- Serve as a mentor and course coordinator to new faculty and adjunct instructors.
- Selected as outstanding new faculty member by my department in 2003 and was inducted into the Academy of Teaching Excellence at Pensacola State College in April 2007.
- Awarded tenure in 2007.
- Promoted from instructor to assistant professor in 2007, assistant professor to associate professor in 2010, and associate professor to professor in 2013.
- Probed, encouraged and facilitated class discussions by building discussions into lessons, asking open-ended questions and using techniques to track student participation and actively solicit input.
- Utilized multimedia strategies and technology to convey information in fresh and interesting ways.

2021 - Current

Adjunct Graduate Instructor of English Pedagogy

Murray State University, Murray, Kentucky

- Created and taught synchronous sections of ENG 900: Methods of Analysis and Reflection in English Pedagogy and ENG 907: Theories of Curriculum Design and Application in English. These courses are core courses in the Doctor of Arts (D.A.) program at MSU. In addition, I serve as a member of the D.A. Committee.

2020 - Current

Adjunct Instructor of Literature

Southern New Hampshire University, Online

- Engaged students with insightful and compelling classroom discussion of topics relevant to coursework to boost student learning and retention.
- Participated in school retention initiatives by providing regular, accurate and timely feedback to students and school concerning academics, behavior and attendance.
- Examined and graded assignments and assessments to report grades to appropriate personnel.
- Consistently communicated with students to acknowledge and reward positive strides and discuss areas of improvement.
- Nominated for Rising Start Award honoring a new adjunct who surpasses SNHU requirements and expectations.

2003 - 2010

Adjunct English Instructor

Troy University West Florida Campus, Pensacola, Florida

- Taught Composition and Research I and II and World Literature I and II to students on a local military base in an accelerated time frame.
- I was responsible for designing, planning, and teaching the courses.
- Because many of the course were offered on base, the majority of my students were either active-duty military or veterans.

2001 - 2003

Adjunct English Instructor

William Carey University, Hattiesburg, MS

- Taught Composition I, Composition II, American Literature II, Essentials of Grammar and Writing, and Basic Skills in English.
- Conducted independent study courses with students.
- Composed and prepared a variety of written materials, including course syllabi, testing materials, etc., as well as prepared lecture materials for verbal presentation.

2000 - 2002

English Teacher

Columbia High School, Columbia, MS

- Taught Accelerated English IV, Accelerated English I, English I, remedial English, college (dual enrollment) English, and a computer-based summer school program for academically at-risk students.
- Presented course materials through oral presentations, role playing, multimedia presentations, and other methods; prepared lesson plans, projects, and reports.
- Helped plan, implement, and oversee a senior exit project.
- Served on numerous district committees, including a staff development committee and a SACS reaccreditation committee.

1999 - 2000

- Co-wrote a grant that provided funds for remedial English and math classes as well as career classes.
- Oversaw fund raising for and production of the CHS yearbook.
- Served as an assistant director and accompanist for the annual CHS musical.

English Teacher

Perry Central High School, New Augusta, MS

- Established appropriate deadlines and provided complete instructions for reading assignment and homework.
- Completed in-service and additional training to maintain professional growth.
- Explored and implemented innovative use of technology in language education.
- Tracked student progress using exams and weekly graded assignments, keeping detailed notes and working with students to identify and rectify issues.
- Provided personal guidance for students struggling both in and out of classrooms, maintaining professionalism while helping students feel safe.
- Prepared and implemented lesson plans covering required course topics.

Affiliations

- National Council of Teachers of English (NCTE), American Federation of Teachers, Association of Florida Colleges, Modern Language Association (MLA), College English Association (CEA), United Faculty of Florida (UFF)

Publications

- "Bridge Over Xenophobia: Using Literary Choices to Encourage Tolerance," *CEA Forum*, Vol. 49, Iss. 1, Winter/Spring 2021.
- Past Associate Editor, *Journal of the Mississippi Council of Teachers of English*
- Past Editor, Pensacola State College Faculty Association's *The Communicator*

IN PREPARATION

- "Hester Prynne in the Age of #MeToo: Teaching with Presentism and Literary Situation."

Presentations

- "Bridge Over Xenophobia: Using Literary Choices to Encourage Tolerance," College English Association 49th Annual Conference, St. Petersburg, FL, April 2018.

- "Using Presentism and Non-Canonical Literature to Re-Examine the Myth of the Lost Cause," College English Association 51th Annual Conference, Hilton Head, SC, March 2020 (cancelled due to COVID-19 pandemic)
- "Hester Prynne in the Age of #MeToo: Teaching With Presentism and Literary Situation," College English Association 53rd Annual Conference, Birmingham, AL, March 2022.

Professional Involvement

CONTINUING EDUCATION WORKSHOPS/SEMINARS

- Various Distance Learning Workshops and Conferences

Pensacola State College, Pensacola, FL 2003-2021

- Served on the SPD Committee and helped plan workshops and seminars for faculty
- Numerous SPD workshops leading to initial credentialing
- Pensacola State College President's Leadership Institute, Class of 2012

GRANTS

- Cowriter, Columbia High School Schools that Work Grant, 2003: Funded state grant paid for two faculty positions to help remediate students in English and math.
- Faculty Consultant, NEH Grant (Applied for Fall 2015)
- Grant Evaluator, Art Culture and Entertainment, Inc. (ACE) Pensacola, August 2022 and August 2023

EVALUATOR/JUDGE

- CLEP American Literature Test Judge, November-December 2019

Committee Membership

- SACS Core Team
- Pensacola Provost Search Committee
- Lyceum Committee
- Robinson Honor's Program Advisory Committee
- Global Learning Outcomes Committee
- Student Publications Committee
- Cultural Diversity Committee
- Faculty Promotions Committee
- Sabbatical Selection Committee
- Library Committee
- Staff and Professional Development Committee
- Distance Learning Peer Review Committee
- Composition Council
- Academy of Teaching Excellence, President 2009-2010
- President of Faculty Association, 2009-2013; 2021-present

- Chief Negotiator, Faculty Association, 2015-2022†
- Senator, United Faculty of Florida, 2009-present
- Numerous Tenure-Track Faculty Hiring Committees

Community Leadership

- Vice Chair, West Florida Public Libraries Board of Governance (member since 2023)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-6

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPLICATION FOR EXCLUSIVE USE PARKING LOCATED AT 600 SOUTH PALAFOX STREET

RECOMMENDATION:

That City Council approve construction and exclusive use of 20 parking spaces on the west side of Jefferson Street between Cedar Street and Gimble Street. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer a formal agreement to be negotiated at a later date consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal # 7: Thriving Innovation & Businesses.

On October 10, 2024, City Council approved a license for the use of City right of way at 600 S. Palafox Street. The construction and exclusive use of the proposed 20 additional parking spaces within that previously granted license area will ensure that the proposed hotel located at 600 S. Palafox St. will have sufficient parking to meet its minimum parking requirements.

PRIOR ACTION:

October 10, 2024 - City Council approved the request for license to use city right of way at 600 S. Palafox Street

FUNDING:

N/A

FINANCIAL IMPACT:

Based on an estimated land value of \$1,134 per space per year, 20 spaces equals an annual use fee payment to the City of \$22,680 annually after construction of parking cost have been reimbursed.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Lissa Dees

ATTACHMENTS:

1. Applicant Information
2. Certificate of Insurance
3. Map
4. Map

PRESENTATION: No

**APPLICATION FOR EXCLUSIVE USE PARKING
WITHIN CITY RIGHT-OF-WAY**

Applicant Information

Applicant: Winford Lindsay

Applicant's Address: 344 West Pike Street, Lawrenceville GA 30046

E-mail: blindsay@lpbatlanta.com **Phone:** 770-407-5800

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this Exclusive Use Parking License Agreement. I also understand that a City Right-of-Way permit must be acquired from the City Engineering Department prior to any work commencing within the right-of-way.

Applicant's Signature:  **Date:** 11/15/2024

Property Information

Property Owner: Pensacola Palafox Lodging, LLC **Phone:**

Location Address: 600 S. Palafox Street, Pensacola FL 32502

Parcel ID#: 0 0 0 5 0 0 9 1 0 0 0 0 1 0 1 2

Proposed parking area to be used (to include total number of spaces):

West side of Jefferson Street between Cedar Street and Gimble Street - 20 Spaces at 90%.

Reason for exclusive use of parking request:

To Satisfy the required total parking requirements for the proposed Hotel at 600 S. Palafox Street.

Information demonstrating benefit to the City:

Significant tax revenue from new Hotel.

APPLICATION FOR EXCLUSIVE USE PARKING WITHIN CITY RIGHT-OF-WAY

If approved, the below information will be used as part of the legal agreement memorializing the terms and conditions of the requested exclusive use parking within city right-of-way.

Corporation

Full legal name of the Corporation: Pensacola Palafox Lodging, LLC

Official corporate address: 735 Broad Street, Chattanooga TN 37411

President or Vice President:
(Include Name & Title) Herin Desai

Corporate Secretary Name: Jason Rothenburg

Limited Liability Company (LLC)

Full legal name of company: _____

Official company address: _____

Managing Member or Member:
(Include Name & Title) _____

For Office Use Only

FEES: Application Fee \$500.00 Use Fee \$ _____

Approval Date ____ / ____ / ____ Parking-PLA _____

Reviewers:	Approval (Initials)	Date	Comments
Parking Director	_____	_____	_____
City Surveyor	_____	_____	_____
City Engineer	_____	_____	_____
Zoning Compliance	_____	_____	_____
City Building Official	_____	_____	_____
Mayor (Mayor Designee)	_____	_____	_____

APPLICATION FOR EXCLUSIVE USE PARKING WITHIN CITY RIGHT-OF-WAY

Terms & Conditions

1. Submit to Staff:

- ☒ Please complete and return this application form.
- ☒ Two (2) copies of the proposed site plan. The site plan must indicate the proposed improvements and the existing conditions. It must be to-scale and include the distances to the property lines and edge of curb. Please note, staff may require a survey if deemed necessary to verify the location of improvements.
- ☒ If requested, one (1) PDF copy of a survey of the subject property (and any supplemental information), which must be emailed to the City at Parking@CityOfPensacola.com. Flash drives are NOT accepted.
- ☒ Certificate(s) of Insurance (COI). See Section 9 for insurance requirements.
- ☒ Fees (payable via the online portal at MyGovernmentOnline.org):

- ☒ \$500.00 non-refundable application fee upon submittal.

- ☐ Use fee based on estimated property value upon submittal:

- Parallel Spaces – Defined as 9' X 23' as per Chapter 12-4-3 of the City's LDC

- \$773.00 to \$1,124.00 per stall based on estimated property value of the location.

- Angled Spaces – Defined as 9' X 18' as per Chapter 12-4-3 of the City's LDC

- \$810.00 to \$1,134.00 per stall based on estimated property value of the location.

Use fees will also be assessed and charged upon each term renewal. The initial use fee may be discounted at the discretion of the Mayor, if approved by City Council, with consideration of the submitted construction estimate for applicable improvements to be made by the Licensee. Applicable discounts shall be applied only with consideration of construction estimates of physical parking spaces and shall not include landscaping, signage, design or any non-parking-related construction. Discounts are non-transferable. Discounts shall terminate with the license agreement and hold no cash or reimbursement value to Licensee.

- 2. Review and Action.** The application will be forwarded to the appropriate City departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval, or suggested revisions, and reasons therefore, to the Parking Services Director. The Parking Services Director shall submit the request for City Council review. The City Council shall review the request and shall approve, approve

APPLICATION FOR EXCLUSIVE USE PARKING WITHIN CITY RIGHT-OF-WAY

with modifications, or deny the exclusive use parking license. If the request is approved by City Council, an Exclusive Use Parking License Agreement will be drawn, at which time the license becomes effective upon execution by the applicant and the City and payment by the applicant of any required fees.

3. **Term.** The length of the license term may be negotiated by the Mayor, or his designee, and shall be presented to the City Council for approval. The Licensee may apply for renewal of the License prior to License expiration. A renewal fee and a use fee will be assessed and charged upon term renewal. License renewal applications may be administratively approved, provided no modifications to the current license are requested and all requirements are met by Licensee. Licensee's failure to remit license renewal application or required fees within thirty (30) days of term expiration shall be cause for the City to immediately terminate the agreement and to retake exclusive possession of the subject property.
4. **Applicant Responsibility.** It is the applicant's and/or their representative's responsibility to include evidence of license approval with future permit applications to the City. Any applicable permits will not be issued until the City Council has approved the terms of the license.
5. **Design Standards and Regulations.** The request shall be reviewed to ensure the proposed use does not pose any safety concerns and that the encroachment does not interfere with accessibility measures or any utilities or facilities within the right-of-way. The Licensee shall be responsible for installation and maintenance of all signage subject to state and local requirements and prior written approval from the City as to location, size, design and content.
6. **Business Operations Required.** The license must be for the use of a brick-and-mortar establishment, and Licensee must possess an active business use and current Business Tax Receipt (BTR). Failure of Licensee to continue operation of the business with an active BTR shall be cause for the City to immediately terminate the agreement and to retake exclusive possession of the subject property.
7. **Improvements and Maintenance.** The construction, installation, maintenance and/or repair work performed by Licensee or any of Licensee's agents shall be performed in accordance with the terms and conditions set forth in Licensee's Exclusive Use Parking License Agreement.

**APPLICATION FOR EXCLUSIVE USE PARKING
WITHIN CITY RIGHT-OF-WAY**

8. **Parking Enforcement.** Licensee shall have no parking enforcement rights whatsoever with respect to the Subject Property and is prohibited from hiring or retaining any third-party individual or entity to perform parking enforcement services on the Subject Property. The only parking rules and regulations applicable to and enforceable on the subject property shall be those found in Chapter 11-2 of the City of Pensacola Code of Ordinances and otherwise determined by the City to be applicable. Licensee shall contact the City Parking Management Department for the enforcement of all suspected violations of City parking rules and regulations within the subject property. The City shall retain all enforcement rights, expenses, and revenues associated with the enforcement of parking within said parking spaces.
9. **Insurance Requirement.** Until the termination of this license is acknowledged in writing by the City, Licensee agrees to purchase and maintain in full force and effect, liability insurance coverage, including contractual liability coverage on the Subject Property of the type and in the amount as determined by the City as reasonable. Initially, the limits of liability of such coverage shall be at least \$1,000,000 combined single limits of liability per occurrence for bodily injury including death and property damage. Licensee further agrees that if it has any employees performing work on the Subject Property, Licensee shall purchase and maintain worker's compensation insurance coverage for all worker's compensation obligations. Additionally, the worker's compensation policy must include Employer's Liability Coverage of at least \$1,000,000 each person per accident and \$1,000,000 aggregate. Licensee agrees that if the parking spaces within the Subject Property are to be utilized for valet parking, Licensee shall purchase and maintain Garage Keeper's Legal Liability Coverage of at least \$1,000,000 per accident. The City will give Licensee at least ninety (90) days prior written notice of any increase in the required limits of liability. Licensee will agree to have in force, by the end of such ninety (90) day period, the newly required limits of liability. Prior to undertaking any activity upon the Subject Property, Licensee shall provide the City with Certificates of Insurance, satisfactory to the City, evidencing the existence of such insurance. Required insurance shall be documented in the Certificates of Insurance which provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required by the City, the Licensee shall furnish copies of the Licensee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or

**APPLICATION FOR EXCLUSIVE USE PARKING
WITHIN CITY RIGHT-OF-WAY**

restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Licensee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Licensee shall, upon instruction of the City, cease all parking under this Agreement until directed by the City, in writing, to resume parking. The Certificate Holder shall be listed as follows: City of Pensacola, Risk Management, P. O. Box 12910, Pensacola, FL 32521-0063. Failure of Licensee to provide and maintain the requisite insurance shall be cause for the City to terminate this Agreement and to retake exclusive possession of the Subject Property immediately upon giving notice of its intention to do so to Licensee.

10. **Transferability.** Licensee shall not be permitted to assign or transfer this Agreement or any estate or interest herein, sublet or permit the occupancy of the Subject Property or any part thereof by anyone other than the Licensee and the Licensee's invitees in the ordinary course of its business, without the prior written consent of the City Council. This paragraph more specifically prohibits the Licensee and the Licensee's agents from requiring, charging or collecting a fee to park on the Subject Property at any time, excluding valet service fees charged to Licensee's invitees in the ordinary course of Licensee's business. Any consent by the City to any act of assignment, subletting or occupancy shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Licensee, or its legal representatives or assigns, to obtain from the City its consent to any other or subsequent assignment, subletting or occupancy or as modifying or limiting the rights of the City under the foregoing covenants by the Licensee not to assign or sublet without such consent. Unauthorized assignments or transfers of this Agreement or any estate or interest herein shall be cause for the City to terminate this Agreement and to retake exclusive possession of the Subject Property immediately upon giving notice of its intention to do so to Licensee. In any event, no such assignment, subletting or occupancy shall relieve the Licensee of its obligations hereunder without the prior written consent of the City Council.
11. **Indemnification.** Licensee shall indemnify and hold harmless the City from any and all liability, claims, demands, damages, fees, fines, penalties, expenses (including attorney's fees and costs), suits, proceedings, actions or causes of action, of every kind and nature whatsoever, arising out of or occurring in connection with the occupancy and/or use of subject property by Licensee, or Licensee's agents, guests, invitees or users of whatsoever

**APPLICATION FOR EXCLUSIVE USE PARKING
WITHIN CITY RIGHT-OF-WAY**

description, or resulting from any breach, default, non-performance, or violation of any of Licensee's obligations under the license agreement. Licensee shall at its own expense defend any and all actions, suits, or proceedings which may be brought against the City or in which the City may be impleaded with others in any such action or proceeding arising out of Licensee's use or occupancy of the subject Property.

12. **Prohibitions.** A license for the exclusive use of City parking or property to be used as parking shall not be granted for any portion of Palafox Street south of Cervantes Street.
13. **Governing Law, Venue, and Sovereign Immunity.** A license agreement executed pursuant to this policy and procedure is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of such license. The venue for any claim, actions or proceedings arising out of such license shall be Escambia County, Florida. Nothing contained herein or any license agreement executed pursuant to this policy and procedure shall be construed as a waiver of the City of Pensacola's sovereign immunity or as a waiver of damages or limitations under Florida Statute 768.28.



5/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brock Insurance Agency P.O. Box 460 Rossville, GA 30741	CONTACT NAME: Molly Kate Anand PHONE (A/C, No, Ext): FAX (A/C, No):	
	E-MAIL ADDRESS: mkanand@oakbridgeinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Western World Insurance Company	13196
INSURED Pensacola Palafox Lodging, LLC 600 S. Palafox St Pensacola, FL 32502	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

REVISION NUMBER:

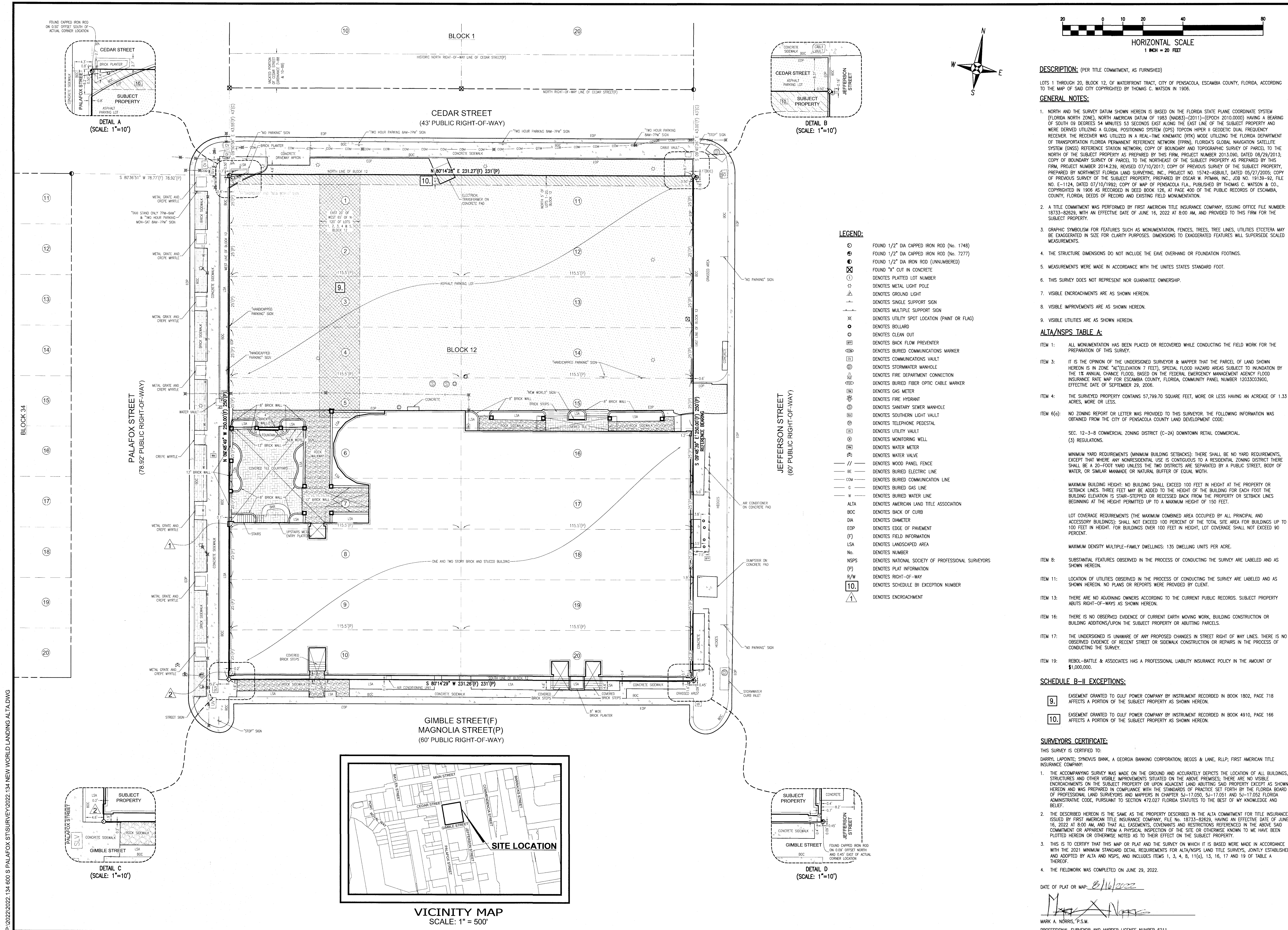
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

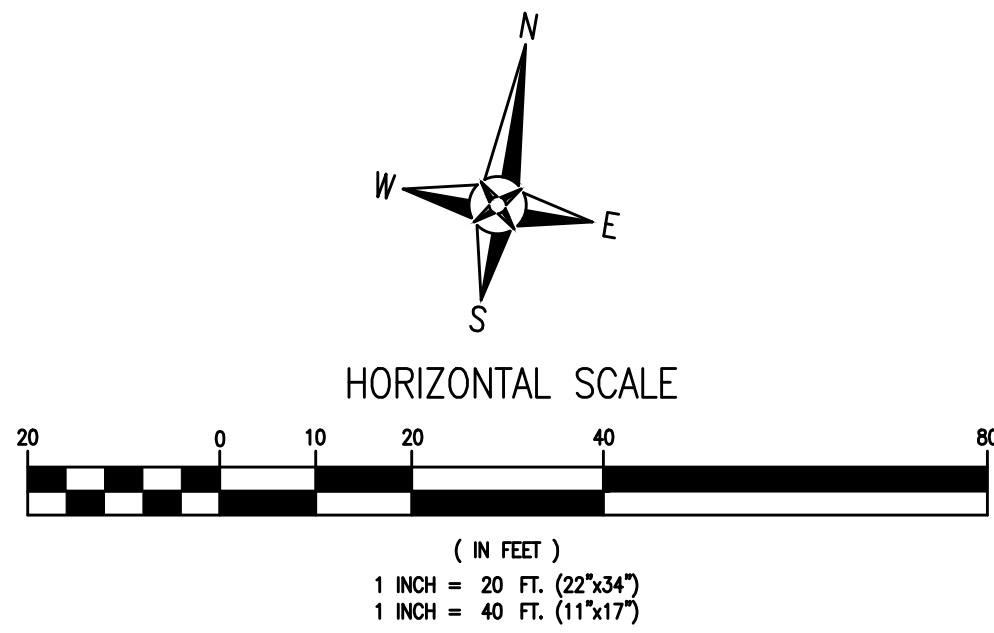
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	☒	COMMERCIAL GENERAL LIABILITY				NPP8991559	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 1,000,000			
	☐	CLAIMS-MADE	☒	OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	☐								MED EXP (Any one person) \$ 5,000			
	☐								PERSONAL & ADV INJURY \$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE \$ 2,000,000								
	☒	POLICY	☐	PRO-JECT					☐	LOC	PRODUCTS - COMP/OP AGG \$ Included	
	☐	OTHER:										
	AUTOMOBILE LIABILITY											COMBINED SINGLE LIMIT (Ea accident) \$
☐	ANY AUTO	☐	SCHEDULED AUTOS		BODILY INJURY (Per person) \$							
☐	OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$							
☐	HIRED AUTOS ONLY	☐	NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident) \$							
☐												
☐	UMBRELLA LIAB		☐	OCCUR				EACH OCCURRENCE \$				
☐	EXCESS LIAB		☐	CLAIMS-MADE				AGGREGATE \$				
☐	DED	☐	RETENTION \$									
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N / A					☐	PER STATUTE	☐	OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)												
If yes, describe under DESCRIPTION OF OPERATIONS below												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CANCELLATION

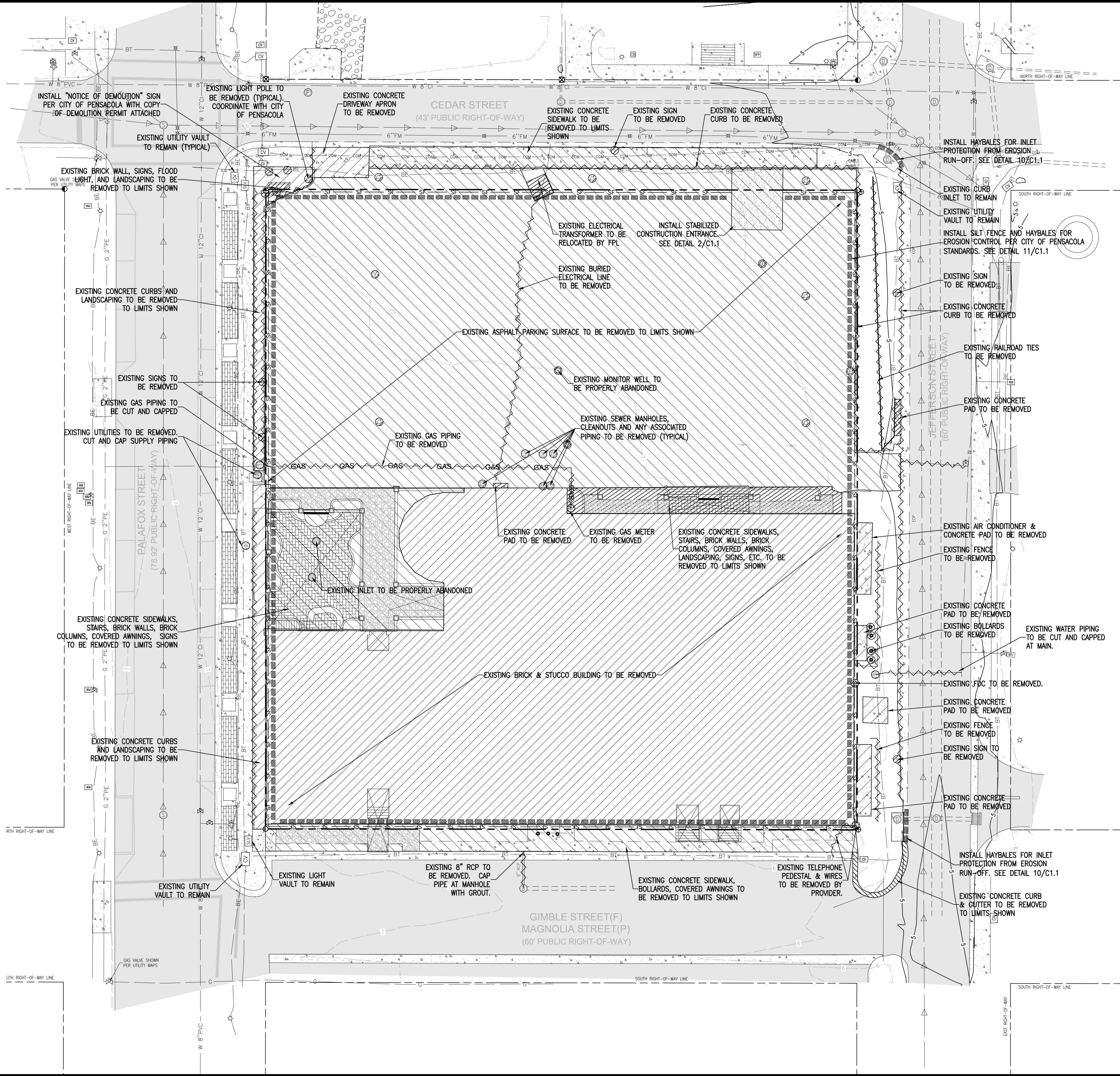
City of Pensacola 222 W. Main Street Pensacola, FL 32502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 





LEGEND	
[Pattern]	EXISTING ASPHALT
[Pattern]	EXISTING CONCRETE
[Pattern]	EXISTING GRAVEL/CONCRETE
[Pattern]	EXISTING PAVERS
[Pattern]	DEMOLITION
[Line]	BOUNDARY LINE
[Line]	EASEMENT LINE
[Line]	LOT LINE
[Line]	RIGHT-OF-WAY LINE
[Line]	8" CAST IRON WATER LINE
[Line]	8" PVC WATER LINE
[Line]	2" POLYETHYLENE GAS LINE
[Line]	12" CAST IRON WATER LINE
[Line]	SEWER LINE (GRAVITY)
[Line]	FORCE MAIN (SIZE VARIES)
[Line]	OVERHEAD UTILITIES
[Line]	BURIED TELEPHONE LINE
[Line]	BURIED GAS LINE
[Line]	BURIED GAS LINE
[Line]	BURIED ELECTRIC LINE
[Line]	BURIED FIBER OPTIC CABLE
[Line]	BURIED TV LINE
[Line]	BURIED COMMUNICATION LINE
[Line]	EXISTING CONTOUR LINE
[Line]	HAYBALE BARRIER
[Line]	SILT FENCE
[Line]	DEMOLITION
[Symbol]	TELEPHONE BOX
[Symbol]	GAS VALVE
[Symbol]	GAS METER
[Symbol]	MONITOR WELL
[Symbol]	BURIED FIBER OPTIC CABLE MARKER
[Symbol]	BURIED COMMUNICATIONS MARKER
[Symbol]	CABLE TV BOX
[Symbol]	FIRE DEPARTMENT CONTROL
[Symbol]	MAILBOX
[Symbol]	POST
[Symbol]	STREET SIGN
[Symbol]	SIGN
[Symbol]	BENCHMARK
[Symbol]	FIRE HYDRANT
[Symbol]	WATER METER
[Symbol]	WATER VALVE
[Symbol]	BACK-FLOW PREVENTER
[Symbol]	CLEANOUT
[Symbol]	SEWER MANHOLE
[Symbol]	STORMWATER MANHOLE
[Symbol]	TELEVISION MANHOLE
[Symbol]	UTILITY POLE
[Symbol]	LIGHT POLE

- EROSION CONTROL NOTES**
- ALL STOCKPILES ARE TO BE PROTECTED FROM DUST AND EROSION. SEE DETAIL 5/C1.1
 - ALL CONTROL MEASURES SHALL COMPLY WITH THE MANAGEMENT PRACTICES CONTAINED IN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S "EROSION & SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL" LATEST EDITION.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO MANAGE ALL SEDIMENT AND EROSION CONTROL MEASURES AS REQUIRED BY REGULATORY AGENCIES.
 - NO CLEARING, GRADING, EXCAVATING, FILLING, OR OTHER DISTURBANCE OF THE NATURAL TERRAIN SHALL OCCUR UNTIL EROSION AND SEDIMENTATION CONTROL MEASURES HAVE BEEN INSTALLED, EXCEPT THOSE OPERATIONS NEEDED TO IMPLEMENT THESE MEASURES.



RBA

REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

2309 North Avenue, Suite 300
Pensacola, Florida 32502
Telephone 850.438.0400 Fax 850.438.0448
LE7916

**EXISTING SITE, DEMOLITION
& EROSION CONTROL PLAN**

TEMPO by HILTON

600 SOUTH PALAFOX STREET
PENSACOLA, FLORIDA 32502

REVISION	DATE	No.

SEAL

PERMIT SET

PAUL A. BATTLE, P.E.
No.53126

Dr. By: JCS
Ck By: PAB
Job No.: 2022.134
Date: 08/16/2024

DRAWING No.

C1.0



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-91

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

REQUEST FOR LIEN RELEASES FOR AFFORDABLE HOUSING FROM ESCAMBIA COUNTY

RECOMMENDATION:

That City Council approve the request from Escambia County for the release of code and improvement liens on the following twelve parcels:

- 503 N B Street, Property Account #150203000;
- 505 N B Street, Property Account #150202000;
- 2011 N Tarragona Street, Property Account #132080002;
- 1011 W DeSoto Street, Property Account #150429000;
- 900 N D Street, Property Account #150334000;
- 902 N D Street, Property Account #150335000;
- 908 W La Rua Street, Property Account #150285000;
- 804 W Wright Street, Property Account #150241000;
- 200 South M Street, Property Account #153204000;
- 1313 W Jackson Street, Property Account #150740000;
- 1404 W Jackson Street, Property Account #150859000; and
- 432 N Coyle Street, Property Account #131739000.

Further, that City Council waive portions of the Lien Release Policy for Affordable Housing and authorize the Mayor to take all actions necessary to execute any documents related to the release of liens, consistent with the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels

The Escambia County Neighborhood & Human Services Department is requesting that the City of Pensacola release code and improvement liens on twelve parcels to support the development of single family affordable housing. Escambia County is currently the owner of record on these parcels within the City limits, which escheated to the County for non-payment of property taxes. F.S. 197.502(8) states in part under the escheatment process that "...the land shall escheat to the county in which it is located, free and clear. All tax certificates, accrued taxes, and liens of any nature against the property shall be deemed canceled as a matter of law and no further legal force and effect..." These liens are still present in the public records, and title companies prefer to see the liens released in order to provide title insurance to homebuyers.

Under the City's Lien Release Policy for Affordable Housing Infill Projects, the County has supplied all required information except for the following: the proposed sales price, a description as to how this proposed infill development will enhance the surrounding neighborhood, and proof of notification to the existing neighborhood association for input. Additionally, the policy states if the lien release request is approved by City Council, the applicant will execute an agreement with the City to ensure that the proposed infill development is constructed according to the agreed upon terms. Escambia County is requesting an exception to these requirements.

The County has stated that the properties will be made available to income eligible homebuyers at or below 80% area median income. The homes have already been constructed or are nearing completion under the County's Infill Housing Program, so house plans are on record and are in compliance with the Land Development Code, CRA overlays (as applicable), and other local ordinances. The County currently is working on an Agreement with a not for profit to oversee the sale and subsequent transfer of the houses to income eligible buyers.

The liens were placed on the parcels by the City for lot clearing, structure demolition, as well as daily fines when the parcels were in private ownership prior to escheatment to Escambia County. The total face value of all liens is \$163,267.53. Lien releases will clear title on the parcels to allow the properties to be conveyed to qualifying homeowners and obtain title insurance as required by lenders. A summary of the lien amounts by address is below:

Address	Property Account #	Amount Owed
503 N B Street	150203000	\$2,537.74
505 N B Street	150202000	\$4,548.88
2011 N Tarragona St	132080002	\$6,757.96
1011 W DeSoto St	150429000	\$8,359.79
900 N D St	150334000	\$2,781.70
902 N D St	150335000	\$2,676.46
908 W La Rua St	150285000	\$2,877.78
804 W Wright St	150241000	\$5,051.81
200 South M St	153204000	\$117,035.47
1313 W Jackson St	150740000	\$4,462.09

1404 W Jackson St	150859000	\$3,256.11
432 N Coyle St	131739000	\$2,921.74
TOTAL:		\$163,267.53

PRIOR ACTION:

February 25, 2021 - City Council approved release of liens as requested by Escambia County for six parcels for development of affordable housing

FUNDING:

N/A

FINANCIAL IMPACT:

If approved by City Council, Escambia County will pay recording fees to file the lien releases in the public records.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Meredith Reeves, Housing Administrator
Ryan Spikes, Code Enforcement Division Manager

ATTACHMENTS:

1. County Lien Release Request Summary
2. Lien Release Policy for Affordable Housing

PRESENTATION: No

Escambia County Request for Lien Releases for Affordable Housing

Official Records Book Page Amount

503 North B Street		<i>Former Owner: James Kelson</i>	
	6558	825	\$181.79
	6786	585	\$219.00
	6959	1628	\$219.00
	7064	1673	\$219.00
	7094	1320	\$219.00
	4639	11	\$1,479.95 demo
TOTAL:			\$2,537.74

505 North B Street		<i>Former Owner: Tom Rich</i>	
	4238	245	\$2,152.00
	4615	1735	\$163.37
	5122	367	\$188.37
	5285	1966	\$137.60
	5378	577	\$133.52
	5564	489	\$123.47
	5899	1837	\$129.92
	6107	273	\$134.45
	6240	1505	\$145.59
	<i>Former Owner: Gulf & Southern</i>		
	6452	266	\$145.59
	6786	582	\$219.00
	6912	1991	\$219.00
	6959	1644	\$219.00
	7064	1671	\$219.00
	7094	1315	\$219.00
TOTAL:			\$4,548.88

2011 North Tarragona Street		<i>Former Owner: Skippy Montgomery</i>	
	5029	1528	\$1,869.00 demo
	5285	1917	\$156.41
	5436	1079	\$190.63
	5482	1280	\$142.26
	5529	520	\$142.26
	5802	1354	\$153.26
	6035	742	\$173.21
	6071	12	\$153.26
	6278	552	\$173.02
	6354	773	\$169.94
	6452	1095	\$207.89
	6506	1087	\$169.94
	6533	1207	\$169.94

Escambia County Request for Lien Releases for Affordable Housing

6566	1691	\$169.94
6633	596	\$154.00
6663	1169	\$154.00
6738	1395	\$219.00
6775	1146	\$219.00
6809	1820	\$219.00
6881	1021	\$219.00
6928	1746	\$219.00
6963	871	\$219.00
7050	632	\$219.00
7090	242	\$219.00
7118	1081	\$219.00
7188	1278	\$219.00
7234	37	\$219.00

TOTAL:		\$6,757.96
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1011 West Desoto Street	<i>Former Owner: Elena Pitts</i>
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6230	1599	\$125.39
6548	1669	\$142.44
6651	1935	\$134.96
7030	1500	\$7,957.00 CODE

TOTAL:		\$8,359.79
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900 North D Street	<i>Former Owner: Mark Julian</i>
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6201	232	\$145.59
6240	1499	\$145.59
6374	1009	\$145.59
6410	1855	\$145.59
6548	1381	\$145.59
6622	288	\$166.79
6651	1931	\$134.96
6756	1107	\$219.00
6796	204	\$219.00
6887	852	\$219.00
6987	875	\$219.00
7106	1508	\$219.00
7131	1525	\$219.00
7205	171	\$219.00
7247	881	\$219.00

TOTAL:		\$2,781.70
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902 North D Street	<i>Former Owner: Mark Julian</i>
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6201	231	\$145.59
6240	1500	\$145.59

Escambia County Request for Lien Releases for Affordable Housing

6278	475	\$134.96
6374	1010	\$145.59
6410	1855	\$145.59
6548	1381	\$145.59
6622	287	\$145.59
6651	1932	\$134.96
6756	1108	\$219.00
6887	851	\$219.00
6987	876	\$219.00
7106	1509	\$219.00
7131	1526	\$219.00
7205	172	\$219.00
7247	838	\$219.00

TOTAL: \$2,676.46

908 West La Rua Street *Former Owner: Raymond Beaty*

6278	459	\$134.96
6387	1312	\$145.59
6427	1641	\$145.59
6513	1989	\$145.59
6558	797	\$142.44

Former Owner: Est of Raymond Beaty

6622	279	\$145.59
6651	1928	\$134.96
6704	1420	\$131.06
6738	1345	\$219.00
6777	1384	\$219.00
6807	659	\$219.00
6896	1541	\$219.00
6959	1622	\$219.00
7050	620	\$219.00
7106	1656	\$219.00

Former Owner: Raymond Beaty Rev Trust

7218	1136	\$219.00
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TOTAL: \$2,877.78

804 West Wright Street *Former Owner: Rosa Gaillard*

5271	411	\$2,616.85 demo
5582	1621	\$129.92
5782	642	\$139.11
5962	1902	\$139.11
6374	1007	\$145.59
6427	1644	\$145.59
6513	1998	\$145.59

Escambia County Request for Lien Releases for Affordable Housing

6558	766	\$145.59
6677	836	\$130.46
6756	1105	\$219.00
6807	668	\$219.00
6881	721	\$219.00
7002	940	\$219.00
7050	627	\$219.00
7106	1847	\$219.00

TOTAL:	\$5,051.81
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200 South M Street	<i>Former Owner: Container America</i>
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6220	1652	\$187.97
6374	1025	\$145.59
6410	1843	\$145.59
6482	1224	\$117.41
6506	114	\$145.59
6548	1663	\$134.79
6585	1871	\$2,665.00 demo
6636	611	\$134.96
6651	1971	\$138.11
6677	1674	\$130.46
6738	1348	\$219.00
6795	1097	\$219.00
6887	847	\$219.00
6928	1735	\$219.00
7006	1534	\$219.00
7050	625	\$219.00
7072	881	\$219.00
7122	868	\$219.00
7205	167	\$219.00
7245	1273	\$219.00
6469	536	\$825.00 code
6418	114	\$109,400.00 code
6373	912	\$675.00

TOTAL:	\$117,035.47
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1313 West Jackson Street	<i>Former Owner: Leila Booker</i>
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6344	1398	\$2,600.00 demo
6262	259	\$191.12
6380	635	\$145.59
6354	793	\$121.24
6410	1837	\$142.44
6452	406	\$145.59
6506	216	\$124.39

Escambia County Request for Lien Releases for Affordable Housing

6534	1734	\$145.59
6558	778	\$138.21
6646	1275	\$134.96
6677	740	\$134.96
6796	196	\$219.00
6959	1640	\$219.00

TOTAL: \$4,462.09

1404 West Jackson Street *Former Owner: Hussein & Annie Sharaway*

3192	206	\$109.91
3422	645	\$115.75
3564	51	\$115.75
3725	464	\$129.49
4438	1957	\$294.46
4483	537	\$168.69
4544	694	\$265.72
4615	1738	\$167.21
4652	1013	\$136.67
4741	1987	\$142.26
4787	530	\$142.60
4837	1365	\$163.39
4976	1664	\$146.92
5032	1571	\$146.92
5263	1088	\$146.92
5328	1624	\$142.26
5491	1795	\$143.77
5564	458	\$139.11
5725	988	\$278.06
5802	1360	\$160.25

TOTAL: \$3,256.11

432 N Coyle St (FKA 400 Blk N Coyle) *former owner: Hussein & Anne Sharaway*

2200	751	\$680.51 demo
3174	299	\$145.13
4631	324	\$182.40
4674	1320	\$123.47
4767	1505	\$132.01
4797	1091	\$142.26
4872	606	\$140.62
5032	1694	\$146.92
5285	1970	\$142.26
5658	615	\$129.92
5330	1697	\$146.92
5529	466	\$121.14

Escambia County Request for Lien Releases for Affordable Housing

5782	664	\$139.11
5876	523	\$134.58
5980	328	\$134.45
6071	16	\$134.45
6255	1679	\$145.59

TOTAL:	\$2,921.74
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TOTALS ALL PROPERTIES:	\$163,267.53
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LIEN RELEASE POLICY FOR AFFORDABLE HOUSING INFILL PROJECTS

Adopted by Council Action and Resolution September 28, 2000; Amended by Resolution August 21, 2010 effective Noon, January 10, 2011

1. Requests by non-profit and for-profit developers of affordable housing for release of city liens will be reviewed by the Mayor and recommended for approval by City Council.
2. Requests for release of liens to construct affordable infill housing will be submitted with the appropriate information regarding the proposed infill housing development, including: a description of the location and number of units to be constructed, the proposed sales price or monthly rent, a description as to how this proposed infill development will enhance the surrounding neighborhood and a copy of the house plans.
3. For the purposes of this lien release policy, the definition of affordable housing is owner occupied or rental housing for persons with household income at 80 percent of median or below (according to current HUD guidelines). In the case of properties within the Front Porch or Community Outreach Partnership Center (COPC) areas, or any other areas designated by City Council from time to time, there will be no income limits to encourage higher income households to move into these targeted revitalization areas.
4. The Mayor will review the request for the release of liens and request any additional information necessary to determine if the proposed housing development is consistent with existing neighborhood plans or strategies as well as with the Comprehensive Plan and other local ordinances.
5. The Mayor will notify the existing neighborhood association representing the area to ensure that they are notified of the proposed infill development and that they have an opportunity to provide input.
6. If the application is approved by City Council, the applicant will execute an agreement with the City to ensure that the proposed infill development is constructed according to the agreed upon terms. Default on the terms of the contractual agreement with the City will result in the lien amount being repaid to the City.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-9

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

2024 HOME INVESTMENT PARTNERSHIPS PROGRAM INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY

RECOMMENDATION:

That City Council approve the HOME Investment Partnerships Program Interlocal Agreement with Escambia County providing for the City of Pensacola's participation in the HOME Program to implement HOME eligible activities. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Agreement, consistent with the terms of the Agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels.

The Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter into a Consortium for purposes of receiving funds and administering eligible activities under the HOME Investments Partnerships (HOME) Program's regulations. The City of Pensacola and Escambia County originally entered into the HOME Consortium Interlocal Agreement in 1993 to create the Consortium partnership. In 1999, a new HOME Consortium Interlocal Agreement was created to add Santa Rosa County and the City of Milton. The Consortium Interlocal has been automatically renewed every three years, most recently in June 2023. Escambia County serves as the Consortium lead agency. HOME funds must be used to support the production and preservation of affordable rental and owner-occupied housing as outlined in the Consortium's Consolidated and Annual Action Plans.

Annually, the City enters into an Interlocal Agreement with Escambia County to outline utilization of the current grant year funding as approved in the Consortium Annual Action Plan. Allocations to each local government within the HOME Consortium are based on a formula prescribed by HUD. For the 2024 HOME Interlocal Agreement, the City has been allocated \$165,111 to support owner-occupied rehabilitation programs within the City of Pensacola as

well as \$22,014.73 in administrative and operating funds.

The City is responsible for assuring compliance with all regulatory, statutory, and administrative requirements associated with HOME activities undertaken within the City limits. Escambia County, as the lead entity, acts as fiscal agent, provides limited administrative authority for the program's implementation, and maintains approval authority with regard to expenditure of HOME activity and administrative funds. Both jurisdictions cooperatively develop program policies, procedures, and actions required to implement the program.

PRIOR ACTION:

December 14, 2023-City Council approved the 2023 HOME Interlocal Agreement with Escambia County.

FUNDING:

\$165,111

FINANCIAL IMPACT:

The City's 2024 HOME allocation for City of Pensacola HOME projects is \$187,125.73 (\$165,111 for direct assistance and \$22,014.73 in administrative funds).

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Meredith Reeves, Housing Administrator

ATTACHMENTS:

1. 2024 HOME Interlocal Agreement

PRESENTATION: No

**INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS PROGRAM
(2024 Escambia Consortium HOME Grant M-24-DC-12-0225)**

THIS AGREEMENT is made and entered into by and between the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida ("**ESCAMBIA COUNTY**"), with an administrative address of 221 Palafox Place, Suite 420, Pensacola, Florida 32502 and the **CITY OF PENSACOLA**, a municipal corporation created and existing under the laws of the State of Florida ("**CITY OF PENSACOLA**"), with an administrative address of 222 West Main Street, Pensacola, Florida 32502, for the purpose of receiving and administering activities in accordance with Title 24, Subtitle A, Part 92, Code of Federal Regulations, regulating funding provided through the federal HOME Investment Partnerships Program (hereinafter referred to as the "HOME Program" or the "Program") and the terms under which the City of Pensacola shall provide HOME Program eligible Homebuyer Assistance to eligible families residing within the City of Pensacola.

WITNESSETH:

WHEREAS, Escambia County and the City of Pensacola have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both jurisdictions are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and, thereby, cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes geographically contiguous local jurisdictions to form a consortium for purposes of receiving funds and administering activities in accordance with the HOME Investment Partnerships Program Regulations found at 24 C.F.R. Part 92 (CFDA # 14.239); and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in June 2023, Escambia County and the City of Pensacola have determined that the provision of Substantial Housing Rehabilitation/Reconstruction authorized by 24 C.F.R. §§92.205, 92.250, 92.251, and 92.252 is a high priority need in the City of Pensacola; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME Program financed activities to the City of Pensacola, where the Pensacola Housing Department shall administer the City's activities under the HOME Program.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Mayor of the City of Pensacola the authority and concurrent responsibility required to implement Substantial Housing Rehabilitation/Reconstruction Assistance activities in the City of Pensacola ("HOME Activities"), as provided for in the **2024 Escambia Consortium HOME Program Description** approved by the U.S. Department of Housing and Urban Development ("HUD"); and attached hereto as **EXHIBIT I** of this Agreement and incorporated herein by reference. The City of Pensacola shall have direct responsibility for ensuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in the City of Pensacola according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME Program regulations (24 C.F.R. Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

The City of Pensacola agrees to cooperate fully with Escambia County and the Neighborhood Enterprise Division ("NED") of the Escambia County Neighborhood & Human Services Department in all actions related to the HOME Program and related HOME Activities. With regard to HOME Program fiscal matters, the City of Pensacola and its Housing Department, in cooperation with NED, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of Program-funded expenditures.

SECTION 3. HOME Program Policies, Procedures and Requirements.

The City of Pensacola, the Pensacola Housing Department, Escambia County, and NED shall cooperate in the development of the policies, procedures and actions required to implement the HOME Activities in the City of Pensacola, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME Program activity and administrative funds. The City of Pensacola shall ensure that the HOME Activities provided through the HOME Program funding referenced herein are administered in accordance with the governing regulations found at 24 C.F.R. Part 92, which have been provided to the City as evidenced by the acknowledgment included in **EXHIBIT II** of this Agreement and incorporated herein by reference, and the Consortium HOME Program Policies and Procedures Manual, City HOME Reconstruction Program Policies, and the 2024 HUD Annual Action Plan. The City of Pensacola and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to ensure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

Escambia County and the City of Pensacola shall adhere to all applicable federal, state, and county rules, regulations, and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the HOME Investment Partnerships Program Regulations. In the event of conflict between the governing regulations, the stricter interpretation shall govern. The City of Pensacola shall fully comply with the uniform administrative, fiscal, and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 C.F.R. Part 92 shall be required at all times with respect to HOME Program funded aspects of the development. The County assumes Environmental Review obligations under 24 C.F.R. §92.352. The City will complete the Tier II Site Specific Checklist prior to the commitment of funds to an eligible project.

Escambia County and the City of Pensacola agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of federal laws and regulations with regard to HOME Program assisted units. Such federal requirements include, but are not limited to: Equal Employment Opportunity laws, fair and equal access to housing, provisions prohibiting discrimination, "Section 3" program compliance, MBE/WBE utilization goals, affirmative marketing measures, Davis-Bacon Act labor standards provisions (for individual projects exceeding eleven HOME Program-assisted units), Contract Work Hours and Safety Standards Act, lead-based paint inspection and treatment requirements, conflict of interest provisions, anti-nepotism provisions, displacement and relocation assistance requirements, prohibition against the use of federally debarred or suspended contractors or sub-contractors, and flood insurance provisions. In executing this Agreement, the City of Pensacola certifies that it shall take all actions required to fully comply with said provisions of law. Federal Davis-Bacon Act prevailing wage rates and all related payroll reporting and compliance

requirements shall not apply to this Agreement as each housing unit will be processed as a single unit.

SECTION 4. Funding.

a) City of Pensacola HOME Activities:

The maximum **2024** HOME Program funding available to provide Housing Substantial Rehabilitation/Reconstruction to documented eligible, low-income clients through HOME Activities in the City of Pensacola shall be **\$165,111**. **EXHIBITS I and II** further detail the requirements associated with the project categories and regulations referenced therein shall at all times govern the expenditure of funds referenced in this Agreement. HOME Activities funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and the City of Pensacola.

b) City of Pensacola and Escambia County HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME Program related payments from the Escambia Consortium HOME Trust Fund (Fund 147) for Pensacola HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Pensacola HOME Activities and HOME Program client eligibility. Payments shall either be made directly to the approved vendor by Escambia County or to the City of Pensacola to reimburse costs that are advanced by the City of Pensacola, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Department. The City of Pensacola Housing Department shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Pensacola and Escambia County HOME Homebuyer Assistance Activities, the eligibility of clients, and all related payments; and further, the City of Pensacola shall be responsible for the repayment of any disallowed costs related to the Pensacola HOME Activities.

c) City of Pensacola HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME Program allocation, excluding administrative funds. Based upon the Pensacola HOME Activities funding cited in Section 4(a) above, the City of Pensacola shall provide a minimum local match of **\$41,277.75** in non-federal funds. The City of Pensacola's local match may be provided through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program as fiscally administered by Escambia County. Said matching funds shall be expended by the City of Pensacola to provide Substantial Housing Rehabilitation/Reconstruction Assistance for eligible units completed by the City of Pensacola under the terms and conditions of this Agreement and/or affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD. The County may also elect to utilize HOME carry forward match. Local matching funds shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be maintained by Escambia County through consultation with the City of Pensacola. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of affordable housing activities within the City of Pensacola, Florida.

d) HOME Administrative Payments:

In addition to HOME Activities funds, the City of Pensacola shall be entitled to payment for HOME Program related administrative services to support the City of Pensacola Substantial Housing Rehabilitation/Reconstruction program in an amount not to exceed **\$22,014.73**, payable solely from funds currently available under the **2024 Escambia Consortium HOME Grant M-24-DC-12-0225**. Administrative services funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to the City of Pensacola in twelve (12) equal monthly installments beginning with

the month following the effective date of this Agreement. The City of Pensacola shall be responsible for ensuring documentation of proper expenditures of such administrative funds.

e) **HOME Funding Limitations:**

All funding addressed in this Agreement is available solely from the **2024 Escambia Consortium HOME Grant M-24-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County and the City of Pensacola shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME Program administrative expenditures under this Agreement and shall disburse payments in accordance with the terms and conditions of this Agreement.

f) **Program Income/Recaptured Funds:**

Any HOME Program Income or recaptured funds received by the City of Pensacola will be returned to Escambia County not less than annually. Escambia County will remit the funds to Fund 147 and the HUD Integrated Disbursement and Information System (IDIS). Program Income funds will be utilized and disbursed in accordance with expenditure guidelines for the fiscal year allocation as of the date said funds are remitted to IDIS. The City of Pensacola will be eligible to use 10% of its own generated program income as defined in 24 C.F.R. §92.503 for administrative purposes with the balance to be distributed to other eligible City of Pensacola HOME projects.

SECTION 5. Administrative Authority.

Upon written authorization of the County Administrator, the City of Pensacola or the Pensacola Housing Department may be authorized to prepare and execute documents and requests required to enter (set-up) and revise City of Pensacola projects in the HUD Integrated Disbursement and Information System (IDIS). However, neither the City of Pensacola nor the Pensacola Housing Department shall be authorized to draw down HOME Program funds from the Escambia Consortium Letter of Credit. Draw down of HOME Program funding from the Escambia Consortium Letter of Credit shall be undertaken solely by personnel authorized by Escambia County to perform such functions. For tracking purposes, Escambia County will subfund Pensacola HOME funds in IDIS.

SECTION 6. Program Records.

The City of Pensacola assumes responsibility for maintaining all records and documentation related to the City of Pensacola HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. The City of Pensacola shall ensure that such records are maintained in accordance with the governing federal regulations; and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. The City of Pensacola shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. The City of Pensacola shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities assistance provided hereunder, including, but not limited to, compliance with HOME Program Regulations; client intake and eligibility documentation; legal matters involving

HOME Activities contracts, forms, certifications, specifications, bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to the following:

Garett Griffin, Division Manager
Neighborhood Enterprise Division
221 Palafox Place, Suite 305
Pensacola, Florida 32502
Phone: (850) 595-0022
E-mail: grgriffin@myescambia.com

D.C. Reeves, Mayor
City of Pensacola
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 435-1626

Meredith Reeves, Administrator
Pensacola Housing Department
City of Pensacola
P.O. Box 12910
Pensacola, FL 32501-0031
Phone: (850) 858-0311
Email: mreeves@cityofpensacola.com

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

SECTION 9. Effective Date, Term, and Termination.

- a) This Agreement shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for such filing.
- b) The term of this Agreement shall begin on **October 1, 2024**, and continue for a term of one (1) year from said date or until all of the subject **2024** HOME Program funds are fully expended and **2024 Escambia Consortium HOME Grant M-24-DC-12-0225** is officially closed. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD as provided in Section 4(e) above.
- c) Pursuant to 24 C.F.R. §92.500(d)(1) the City of Pensacola shall endeavor to expend its **2024** HOME Program funds by **September 30, 2032**. If the City of Pensacola cannot expend its HOME funds by this date, the City of Pensacola will provide Escambia County with written notice on or before October 1, 2031, and Escambia County will re-program funds per the Citizen

Participation Plan to other HOME Activities within the Escambia Consortium in order to avoid recapture of funds by HUD.

SECTION 10. Nepotism.

The City of Pensacola and Escambia County agree to abide by the provisions of Section 112.3135, Florida Statutes, incorporated herein by reference, pertaining to nepotism in its performance under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination.

- a) The City of Pensacola agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are incorporated by reference herein.
- b) All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, color, familial status, disability, religion, or national origin. The City of Pensacola accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder by its elected officials and officers, employees, agents, and representatives.
- c) The City of Pensacola will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age or disability. Such action shall include but not be limited to the following: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The City of Pensacola agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

- a) This Agreement is executed in Escambia County, Florida; and shall be construed under the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the Escambia County, 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.
- b) 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.
- c) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a 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.

SECTION 13. Public Records.

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The parties shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The parties shall also ensure that any public records that are exempt or exempt and confidential from

disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the parties agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the City of Pensacola fails to abide by the provisions of Chapter 119, Florida Statutes, Escambia County may, without prejudice to any other right or remedy and after giving seven days written notice, during which period the City of Pensacola still fails to allow access to such documents, terminate the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

[SEAL]

**ESCAMBIA COUNTY, a political
subdivision of the State of Florida,
BY AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA**

By: _____
_____, Chairman

BCC Approved: _____

Date: _____

**CITY OF PENSACOLA, a Municipal
corporation chartered in the State of
Florida**

ATTEST:

Ericka L. Burnett, City Clerk

(SEAL)

By: _____
D. C. Reeves, Mayor

Date: _____

APPROVED AS TO CONTENT:

City of Pensacola Housing
Administrator

LEGAL IN FORM AND VALID AS DRAWN:

City Attorney

EXHIBIT I
ESCAMBIA CONSORTIUM
2024-2025 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES
FOR MEMBER JURISDICTIONS

ESCAMBIA COUNTY:

RENTAL HOUSING

\$534,926

HOME funds may be used for the acquisition, new construction or rehabilitation of affordable rental housing. HOME-assisted rental units must be occupied by income eligible tenants, and carry rent and occupancy restrictions for varying lengths of time depending upon the amount of HOME funds invested per unit.

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$24,000

Provide assistance for low/moderate income families through Deferred Payment Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3 severely substandard homeowner occupied housing units. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated. (unincorporated Escambia County)

CITY OF PENSACOLA:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$165,111

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing unit. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated. (City of Pensacola)

SANTA ROSA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$39,527

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing unit. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated. (Santa Rosa County)

HOME BUYER ASSISTANCE

\$176,679

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment or Low Interest Loans to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 5-12 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE)

\$188,049

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single-family units for homeownership or affordable rental units either through new construction or acquisition and rehab of substandard units.

ADMINISTRATION/MANAGEMENT (JOINT)

\$125,366

Provides for oversight, management, monitoring, and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

2024 HOME Funds Available to the Consortium

\$ 1,253,658

(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)

TOTAL 2024 HOME PROPOSED BUDGET

\$1,253,658

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 C.F.R. PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRETY OF THE HOME RULE AT 24 C.F.R. PART 92; ALL AMENDMENTS TO THE RULE; AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 C.F.R. PART 92 HAS BEEN PROVIDED TO THE PARTY(IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE CERTIFICATION(S) CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The **CITY OF PENSACOLA, FLORIDA** will provide a drug-free workplace as follows.

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions.
- b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c) Providing each employee that is engaged in the performance of the grant with a copy of the statement required by paragraph (a).
- d) As a condition of employment under the grant, requiring employees to:
 - (1) Abide by the terms of the statement (referenced in paragraph a)); and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted;
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **CITY OF PENSACOLA, FLORIDA**

Date:

Grant Program Name: **HOME INVESTMENT PARTNERSHIPS ACT PROGRAM**

Grant Number: _____

CITY OF PENSACOLA, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

ADDRESS: City of Pensacola
Pensacola Housing Department
420 West Chase Street
Pensacola, Florida 32502

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above: Five (5)

SIGNED: _____

**D.C. Reeves, Mayor
City of Pensacola**

ANTI-LOBBYING CERTIFICATION FOR
CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Certifying Official
D. C. Reeves, Mayor
City of Pensacola

Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name: D. C. Reeves

Title: Mayor

HOME Investment Partnerships Act

(Project Name)

M-24-DC-12-0225

(Project Number)

Firm/Agency: City of Pensacola, Florida

Street Address: City of Pensacola Housing Department
420 West Chase Street
Pensacola, Florida
32502

FR 24.510 & 24 CFR, Part 24, Appendix A

**CERTIFICATION OF RECEIPT OF HOME INVESTMENT
PARTNERSHIPS PROGRAM REGULATIONS (24 C.F.R. PART 92)**

I/We hereby certify and affirm that Escambia County has provided the City of Pensacola with a complete copy of the current U. S. HUD HOME Program Regulations (24 C.F.R. Part 92), copies of any amendments to the governing regulations, and related federal laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 C.F.R. Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

CITY OF PENSACOLA

By:

D. C. Reeves, Mayor

Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-124

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FRATERNAL ORDER OF POLICE (FOP) PROPOSED POLICE SERGEANTS' COLLECTIVE BARGAINING AGREEMENT

RECOMMENDATION:

That City Council ratify the Proposed Police Sergeants' Collective Bargaining Agreement between the City of Pensacola and the Fraternal Order of Police.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities.

The City has been in negotiations with the Fraternal Order of Police (FOP), since October 1, 2024, for an agreement for the Fiscal Years 2025 - 2027. A tentative agreement was reached on December 20, 2024 and ratified by members of the bargaining unit. The final step in the adoption of the agreement is the ratification by City Council.

The negotiated changes include the following:

Including a provision that every member of the bargaining unit is eligible for 1 hour of paid time daily to work out at the Police Department gym during their work time with workload permitting. Increasing the reimbursement for a watch or cell phone to \$500, for sunglasses to \$150 and for all other select property to \$300.

Increasing the allowance for those members required to wear business attire during duty hours to \$300 paid quarterly.

Increasing the allowance for those members of Vice, Narcotics or the Tactical Unit who are required to wear non-uniform type clothing during duty hours to \$300 paid quarterly.

Basic life insurance coverage will increase from \$10,000 to \$25,000. (This change affects all City employees.)

The negotiated changes include increasing the pay range for members of the bargaining unit as follows:

Starting pay will increase from \$64,985.80 to \$75,000.00.

The maximum pay for members of the unit will increase from \$85,176.00 to \$101,000.00.

Wage rates for members will change as follows:

Effective October 28, 2024, all members of the unit will be slotted along the attached pay scale based on total years of service in grade such that members with one year of service in grade will receive the minimum salary of \$75,000 and those members with at least 12 years of service in grade will receive \$101,000. All other members will be slotted on the scale as attached based on their completed years of service in grade. This slotting will only be effective in Year 1 of the contract.

In Years 2 and 3, effective October 1, 2025, and 2026 respectively, salaries will increase 3% each year. Members at the cap of the salary range will not receive any increase either to their base pay or as a lump-sum payment.

Officers who complete at least 2 years of continuous service in grade will receive senior sergeants pay equal to 5% of base salary. Additional increments of 5% of base salary will be received for sergeants who reach 4 years, 6 years and 8 years of service in grade respectively.

Merit pay will be eliminated from the contract.

SWAT team operators will receive an additional stipend of \$1,500 annually. Other SWAT personnel will receive an additional stipend of \$500 annually.

There will be no changes to the pension or holidays.

PRIOR ACTION:

N/A

FUNDING:

Fund	Year 1	Year 2	Year 3	Total
General	\$214,384	\$103,105	\$98,119	\$415,608
Airport	\$16,704	\$5,512	\$14,538	\$36,754
Total	\$231,088	\$108,617	\$112,657	\$452,362

FINANCIAL IMPACT:

The total financial impact for the changes to this contract will be an estimated \$452,362 of which \$415,608 will be in the General Fund. These figures include associated Medicare and FICA benefits. There will be an impact to the City's contribution to the Police pension which will be itemized at the next annual actuarial valuation. These costs in Year 1 will be paid for by realizing savings from over contributions to the pension plan in previous years. The impact to the Airport Fund and with the addition of a Sergeant in FY25 in the CRA Fund will be absorbed within their respective budgets.

Future year costs will be budgeted in the annual budget for that year.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/30/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Eric Randall, Police Chief
Ted Kirchharr, Human Resources Director

ATTACHMENTS:

1. Proposed Collective Bargaining Agreement

PRESENTATION: No

AGREEMENT BETWEEN
CITY OF PENSACOLA
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE,
INC.

Police Sergeants
Beginning October 1, 2024
Through and Including
September 30, 2027



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ARTICLE 1
PREAMBLE TO AGREEMENT

This Agreement is made and entered into between the City of Pensacola, Florida, hereafter referred to as the “Employer,” and the Florida State Fraternal Order of Police, Inc., hereafter referred to as the, “F.O.P.,” the “Union.”

ARTICLE 2
PURPOSE AND INTENT

The purpose of this Agreement is to secure an efficient and professional relationship between the parties hereto, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic and full agreement between the parties concerning rates of pay, hours of work and other terms and conditions of employment. It is mutually understood and declared to be the public policy of the Employer and the F.O.P. to promote harmonious and cooperative relationships between the Employer and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. The Employer and the F.O.P. also agree to promote and abide by the department’s Core Values and Mission Statement.

ARTICLE 3
RECOGNITION

- 3.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the F.O.P. as the exclusive bargaining representative for those employees in the defined bargaining unit for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions for employment of the public employees as defined by PERC in the Certification 1440.
- 3.2 It is further understood and agreed that a Staff Representative of the Florida State Fraternal Order of Police, Inc. will be the official spokesman of the F.O.P. in any matter between the F.O.P. and the Employer.

ARTICLE 4
DEFINITIONS

- 4.1 “Day” shall mean a calendar day unless otherwise specified in this Agreement.
- 4.2 References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.
- 4.3 PERC – Public Employee Relations Commission.
- 4.4 “Tobacco products” includes the use of e-cigarettes (vaping).
- 4.5 Grievance - a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation and the remedy sought.
- 4.6 “Unfounded” – Found event to not have occurred.

- 4.7 “Exonerated” – Found event to have occurred but was legally authorized by Statute or policy.
- 4.8 “Sustained” – Found event to have occurred.
- 4.9 “Not Sustained” – Unable to determine if event occurred.
- 4.10 “Informal discipline” – includes written or verbal reprimands, memoranda or similar action.
- 4.11 “Formal Discipline” – includes demotions, dismissals, suspensions or similar actions.

ARTICLE 5 RESIDENCE

- 5.1 All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida. Exceptions to this article may be granted by the Mayor or designee, or by the Police Chief.

ARTICLE 6 SECURITY AND CHECK-OFF

- 6.1 Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee’s pay the amount owed to the F.O.P. by such employee for dues. There will be twenty-six (26) deductions per year. The Employer will remit such sums to the F.O.P. no later than the tenth (10th) day of the month following such deductions. The F.O.P. will certify any changes in the membership dues rate to the Employer in writing over the signature of the authorized officer or officers of the F.O.P. at least thirty (30) days in advance of the effective date of such change. The Employer’s remittance will be deemed correct if the F.O.P. does not notify the Employer in writing within two (2) weeks of its receipt.
- 6.2 The F.O.P. agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due the F.O.P. from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him at the time that dues are to be deducted from which to make such deduction. The F.O.P. shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, including reasonable attorney’s fees that may be incurred or necessitated by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.
- 6.3 The Employer shall not be required to collect F.O.P. dues in arrears. Any change in dues made by the F.O.P. will be made effective after a thirty (30) day written notice by the F.O.P. to the Employer and upon receipt of a new dues deduction authorization signed by the employee specifying the revised amount.
- 6.4 No dues deduction shall be made from the pay of an employee for any payroll period in which the employee’s earnings after withholdings for that payroll period are less than the amount of dues to be checked off.

ARTICLE 7 NO STRIKE CLAUSE

- 7.1 The F.O.P. and its officers, representatives and members agree that during the life of this Agreement, they shall have no right to instigate, promote, sponsor, engage in or condone any strike, slow down, concerted stoppage of work, intentional interruption of Employer operations, or similar activities during the terms of this Agreement. The consideration for such provision is the right to a resolution of disputed questions. Management has the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only questions that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provision prohibiting strikes, slowdowns, concerted stoppage of work, intentional interruptions of Employer operations or similar activities was violated by the employee to be discharged or otherwise disciplined

ARTICLE 8 WORK RULES

8.1 Notice and Scheduling of In-Service Training

It shall be the policy of the Police Chief whenever possible to give at least ten (10) working days' notice to employees scheduled for in-service training. It is recognized, however, that last minute changes are often necessitated due to unanticipated sickness, court subpoenas, family situations, etc., and such situations may reduce the notification time in some cases.

8.2 Transfers

It shall be the sole right of the Police Chief to transfer employees between any subsections of the organization. Employees shall be notified at least twenty-one (21) calendar days prior to the transfer, except where the nature of a particular situation requires immediate reassignment. Employees may voluntarily waive the twenty-one (21) day notice by submitting a letter to the Chief of Police.

8.3 Administrative Leave without Loss of Pay

An employee may be placed on administrative leave without loss of pay for any reason deemed necessary by the Police Chief as approved by the Mayor or designee.

8.4 Re-issuance of Conflicting Written Directives

On or before sixty days (60) days after the ratification date of this Agreement, both parties will make a reasonable effort to review existing policies and procedures in order to identify those that are in conflict with the terms and provisions of this Agreement. Those policies that are identified to be in conflict will be made to conform with terms and provisions of this Agreement.

8.5 Civilian Riders

Sergeants may object to certain civilian riders by written notice to their immediate supervisor. When possible the request will be honored. This request will not become part of the employee's personnel file. Riders will be limited to a four (4) hour duration, which

can be waived by the individual officer. Sergeants are only required to have one (1) rider in a thirty (30) day period, which can be waived by the individual officer.

In the event that police sergeant is invited to represent the city or participating in a PPD funeral precession, the city will make arrangements to transport a sergeant's immediate family members at the city's expense.

ARTICLE 9 MANAGEMENT RIGHTS

- 9.1 Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the Employer prior to this Agreement are retained by the Employer, and may be exercised without prior notice to or consultation with the Union.
- 9.2 Nothing in this Agreement shall be construed so as to limit or impair the right of the Employer to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement:
- A. To manage the police department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
 - B. To determine the purpose and functions of the police department in its constituent divisions, bureaus and units.
 - C. To perform those duties and exercise those responsibilities which are assigned to the Employer by federal and state law, or by City ordinance.
 - D. To determine and adopt the policies and procedures, standards, rules and regulations as they are deemed by the Employer to be necessary for the operation and/or improvement of the Pensacola Police department, and to manage and direct management, administrative, supervisory and other personnel. The Employer will act in accordance with the agreement on these matters.
 - E. To alter or vary past practices and otherwise to take such measures as the Employer may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this Agreement.
 - F. To set the methods, means of operations and standards of services to be offered by the police department and to contract such operations/services to the extent deemed practical and feasible by the Employer in its sole discretion.
 - G. To determine and re-determine job content, workload and work force size.
 - H. To decide the number, location, design, and maintenance of the police department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary to the Employer.
 - I. To determine the qualifications of all employees of the police department. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the police department consistent with the existing provisions of law, Personnel Administration Policy and terms of this agreement.
 - J. To discharge, demote, or suspend any employee of the police department, or to relieve such employees from duty, and to take other disciplinary action against such employees, for just cause.
 - K. To establish, implement and maintain an effective internal security practice.

- 9.3 If, in the discretion of the Mayor or designee or his designee, it is determined that civil emergency conditions exist, including but not limited to: riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, with the exception of pay scales and benefits.
- 9.4 The Union recognizes that the Employer and the police department have certain obligations to comply with federal, state and local laws, ordinances. Such matters shall not be subject to the grievance and arbitration procedures provided in this agreement.
- 9.5 The Employer hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States, as well as the Charter of the City of Pensacola.
- 9.6 Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the Mayor or designee, as provided by law.

ARTICLE 10 RESERVED

ARTICLE 11 BILL OF RIGHTS

- 11.1 Whenever a law enforcement officer is under investigation and subject to interrogation by members of his or her agency for any reason, which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted in accordance with F.S.S. 112.531-112.536.
- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
 - (b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, or police unit in which the incident allegedly occurred, as designated by the investigating officer of agency.
 - (c) The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one (1) interrogator during any one (1) investigative interrogation, unless specifically waived by the officer under investigation.
 - (d) The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the name of all complainants.

- (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
 - (f) The law enforcement officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
 - (g) The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.
 - (h) If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation or interview, he or she shall be completely informed of all his or her rights prior to the commencement of the interrogation.
 - (i) At the request of any law enforcement officer under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement.
 - (j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.
- 11.2 The law enforcement officer who is a subject of a complaint or allegation shall be notified in writing by the Professional Standards section of the disposition of the complaint or allegation upon the conclusion of the investigation. For active employees, the investigation shall be concluded and the officer shall be notified in writing with the finding of sustained, not sustained, exonerated, or unfounded.
- 11.3 The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.
- 11.4 The parties acknowledge that there is very little established law interpreting the statutory provisions recited in Section 11.1, above. If an arbitrator is called upon to resolve an appeal from a grievance by interpreting a provision of Section 11.1 where there is no judicial or statutory guidance, if the arbitrator determines that the employer's interpretation is a reasonable one, that interpretation shall be applied.
- 11.5 Article 11 shall include F.S. 112. Sec. 532-534 as amended from time to time by the Florida Legislature.

ARTICLE 12 DISCIPLINE & DISCHARGE

- 12.1 All discipline taken against any bargaining unit employee shall be for just cause. The procedure for dismissals, demotions, and suspensions shall be as outlined in the City of Pensacola Rules and Regulations, Personnel Administration Policy, and Pensacola Police Department Personnel Rules and Regulations, Pensacola Police Department General Orders as they exist at the time of the action is taken.
- 12.2 Police Sergeants shall have the rights provided by Florida Statutes.
- 12.3 Police Sergeants shall have the option of utilizing the current Grievance Procedure established by this contract. Questions concerning contract interpretation and discipline will be submitted to arbitration.
- 12.4 No suspension with loss of pay shall be implemented until any requested arbitration hearing has been held and an opinion rendered.

ARTICLE 13 EMERGENCY SUSPENSION

- 13.1 Any person holding the rank of Sergeant or above shall have the authority to impose emergency suspension with pay until the next business day against a member when it appears that such action is in the best interest of the department.

ARTICLE 14 GRIEVANCE PROCEDURE

14.1 General

The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the Employer and employee or group of employees involving the interpretation or application of this Agreement. An employee covered by this Agreement shall have the right to be represented by the F.O.P., or may waive such right, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement.

14.2 Definition

A grievance is defined as a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation and the remedy sought.

- 14.3 Any grievance not processed within the time limits provided in this Article shall be considered abandoned. Provided, however, the time limits set forth in this Article may be extended by joint agreement of the Employer and the F.O.P. (or the employee if appropriate) that is confirmed in writing. The parties may mutually agree in writing to waive any time limits or provisions of the grievance procedure.

- 14.4 In computing any period of time prescribed or allowed by this Article, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or holiday recognized by this Agreement, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday recognized by this Agreement.
- 14.5 Any grievance that is filed by or on behalf of a bargaining unit member shall be filed on the approved Grievance Form (see Attachment C).
- 14.6 **Step 1.** Within ten (10) days of the occurrence or within ten (10) days after the employee could reasonably have known of the occurrence (whichever is later), the aggrieved employee shall reduce his/her grievance to writing, sign it, and present it to their Lieutenant/Shift Commander. This Lieutenant/Shift Commander shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The immediate supervisor shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 1 meeting.
- 14.7 **Step 2.** If the grievance is not settled at the first step, the grievant may present the grievance through his/her chain of command to the Captain/Division Commander. The grievance must be presented within five (5) days of receipt of the Step 1 response or, if a timely Step 1 response is not received, within five (5) days from the day the Step 1 response was due. The Captain/Division Commander shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The Captain/Division Commander shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 2 meeting.
- 14.8 **Step 3.** If the grievance is not settled at the second step, the grievant may present the grievance to the Police Chief. The grievance must be presented to the Police Chief within five (5) days of receipt of the Step 2 response or, if a timely Step 2 response is not received, within five (5) days from the day the Step 2 response was due. The Police Chief shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The Police Chief shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 3 meeting.
- 14.9 **Arbitration**
- A. If the grievance is not settled in accordance with this Article, the F.O.P. (on behalf of the grievant) may request arbitration, by providing a written request to the City of Pensacola Human Resources Director or his/her designee not later than thirty (30) days after receipt of the Step 3 response or, if a timely Step 3 response is not received, within thirty (30) days from the day the Step 3 response was due. The request shall set forth the specific provision(s) of the Agreement claimed to have been violated. If the request to arbitrate is not received by City of Pensacola Human

Resources Director or his/her designee within the thirty (30) day limit, the Employer's Step 3 response shall be final and binding upon the grievant and the F.O.P.

- B. The parties to this Agreement will request that an impartial neutral panel of seven (7) arbitrators that reside in the State of Florida from the Federal Mediation and Conciliation Service be assigned to hear the matter. The parties may mutually agree to select an arbitrator without utilizing FMCS. However, if they can't mutually agree on an arbitrator within a reasonable amount of time then the parties will utilize FMCS. This Grievance procedure and the arbitration shall be exclusive to the FOP. Therefore, subject to Sections 447.301 and 447.401, Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or request arbitration without the written authorization from the Union. The arbitration shall be conducted under the rules set forth in this Agreement. Subject to provisions contained herein, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article, and to enforce compliance with the terms and conditions of the Agreement.

(1) **Arbitrability:** Issues of arbitrability shall be bifurcated from the substantive issues(s) and, whenever possible, determined by means of a hearing conducted by conference call. The parties may jointly select an arbitrator or utilize FMCS to obtain an arbitrator for this conference call hearing. However, if the parties can't mutually agree on an arbitrator then either party may request a panel list of seven (7) arbitrator names from FMCS. The strikeout method shall be utilized with the person requesting said panel to strike first. The arbitrator shall have ten (10) days from the hearing to issue a decision on arbitrability. The parties agree that the non-prevailing party at the arbitrability hearing shall be solely liable for the arbitrator's fees not to exceed \$1,000.00 and if said arbitrator's fee exceeds \$1,000.00 then that excess amount shall be equally split between the parties and attorney's fees of the prevailing party up to \$500.00. If the issue(s) is/are judged to be arbitrable, a different arbitrator may then be selected using the above method to hear the substantive issue(s) in accordance with the provisions of this agreement. All other provisions of this agreement shall remain in full force in effect.

- C. Once an arbitrator has been notified of his/her selection, the date for the arbitration hearing will be set as soon as practicable.
- D. All testimony given at the arbitration hearing shall be under oath.
- E. Post-hearing briefs may be filed at the request of either party or the arbitrator.
- F. The arbitrator shall render his/her decision within thirty (30) days of receipt of post-hearing briefs or of the close of the hearing, whichever is later.
- G. The arbitrator shall have jurisdiction and authority to decide the grievance, as defined in this Article. However, the arbitrator shall have no authority to change, modify, amend, ignore, add to, subtract from, or otherwise alter or supplement the Agreement or any part thereof or any amendment thereto.

- H. The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the parties, and shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or which is not specifically covered by this Agreement.
- I. Any event that occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.
- J. The arbitrator's decision shall be exclusively based upon specific findings of fact and conclusions which shall be the predicate for any decision. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted at the hearing.
- K. The arbitrator may not issue declaratory or advisory opinions. The arbitrator shall be confined exclusively to the issue(s) presented to him/her, which issue(s) must be actual and existing.
- L. The decision of the arbitrator shall be final and binding on all parties, subject to those challenges permitted by law. However, the authority and responsibility of the Employer as provided by Chapter 447, Florida Statutes, and the Charter of the City of Pensacola shall not be usurped in any manner unless specifically amended or modified by this Agreement.
- M. Each party shall bear the cost of its own witnesses and representatives. The parties shall bear equally the cost of the arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear the cost of it.
- N. It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons whom it represents.

ARTICLE 15

FILES

- 15.1 All files maintained by the City of Pensacola concerning any law enforcement personnel covered by this collective bargaining agreement will, upon written request to the Chief of Police, be purged in accordance with state law.

Files and other materials purged pursuant to this section may not be used as evidence by either party in any disciplinary proceeding.

Upon the completion of any internal investigation, the officer on whom the complaint was made shall be notified. Should the internal file be requested by any public party, every reasonable effort will be made to notify the involved officer(s). If, however, said officer(s) cannot be notified within twenty-four (24) hours, the requested information will be provided within the limits of governing statutes, court orders, etc. In such cases, officers will be notified that information from their files was released.

- 15.2 The Employer will comply with applicable court orders and Florida Statutes, regarding the release of home address, telephone number, social security number, or photograph of active enforcement personnel.

It shall be the right of any bargaining unit member, at reasonable times, to inspect and make a copy of his or her personnel records or internal file. The Human Resources Director and Department personnel shall keep personnel matters confidential within the terms of this Article and applicable statutes.

ARTICLE 16 TOBACCO USAGE

- 16.1 The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.
- 16.2 After September 9, 2003, the City will hire as police only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment.
- 16.3 All bargaining unit employees who were hired before September 9, 2003, shall not smoke or use tobacco products on duty while in direct contact with the public, when in uniform in public view, in city vehicles, or in any area designated as a "tobacco free" area.
- 16.4 Employees covered by this agreement are discouraged from tobacco usage and the City agrees to make reasonably available courses to help stop the use of tobacco for those employees wishing to quit.

ARTICLE 17 SAFETY AND HEALTH

- 17.1 The Employer agrees that it will conform to and comply with laws as to safety, health, sanitation and working conditions properly required by Federal, State and local law. The Employer and the F.O.P. will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.
- 17.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the Employer in accordance with established safety practices. Such practices may be improved from time to time by the Employer and the F.O.P. Such protective devices, apparel, and equipment, when provided by the Employer, shall be encouraged to be used.
- 17.3 Employees involved in specialized activities within the department requiring the use of specialized equipment (i.e. self-contained breathing apparatus) may be required to undergo an applicable periodic physical examination to determine fitness to wear the required equipment.

ARTICLE 18 FITNESS FOR DUTY

- 18.1 All members of the department shall maintain good physical condition so they can handle the strenuous physical contacts often required of a law enforcement officer.
- 18.2 All members of the department are eligible for 1 hour of paid time, not including their break to work out at the Police Department Gym during their shift workload permitting.

ARTICLE 19 COMPREHENSIVE DRUG AND ALCOHOL ABUSE POLICY AND PROCEDURES

The City and the FOP agree to follow the provisions of the Florida Drug Free Workplace Act, Florida Statutes 112.0455, except as modified by Appendix C to this Agreement.

ARTICLE 20 EMPLOYEE BENEFITS

20.1 Death Benefits

Any alleged violation(s) of this article are not subject to the grievance/arbitration procedure but through competent court of jurisdiction.

20.2 Training and Education

A. Training and Travel Policy

All requests for training/travel should be submitted on the Request/Report of Training and Travel Funds Form (PF-210PC) ("Training and Travel Form").

Requests for training and travel must be **pre-approved** by the Department Director or designee on the Training and Travel Form. Training and travel requests for Department Directors must be **pre-approved** by the City Administrator or designee on the Training and Travel Form. In addition, employees, who are not regular, full-time employees of the City, must obtain Training and Travel pre-approval from the Human Resources Director or designee. Reimbursement by the City may be denied absent advanced approval.

The Training and Travel Form must include all expenses and list all RPs billed or paid separately and have all required signatures. If funds are being requested in advance, the Training and Travel Form should be submitted to the Financial Services Department for check processing at least fifteen (15) days prior to travel.

Reconciliation of the Training and Travel Form is due within ten (10) working days after return. The reconciled Training and Travel Form must be signed by the employee and submitted to the Department Director for approval and signature. The reconciled Training and Travel form for Department Directors must be approved and signed by the

City Administrator or designee. The City's Finance Director will review and determine if the reconciliation should be approved for reimbursement. The final determination of the amount paid for training and travel shall be made by the Finance Director or designee.

Expenses are calculated as follows:

Hotel/Motel:	Single, at cost (double at single rate is acceptable). Receipt required. City does not pay Florida State Sales Tax on lodging within the state.
M&IE:	General Services Administration (GSA) per diem rates for the travel destination city shall be used. GSA per diem rates are for meals and incidental expenses (M&IE) when total travel and training time exceeds 12 hours. No M&IE per diem is allowable for total travel and training time that is 12 hours or less. M&IE per diem rates for travel destination cities are available on the GSA website at www.gsa.gov/perdiem . The Breakdown of M&IE per diem rates for the first and last day of travel shall be utilized. Incidental expenses incorporated in the M&IE per diem include but are not limited to all tips given to parking attendants, porters, baggage carriers and hotel staff.
Transportation:	<i>Airfare:</i> reimbursed at cost for coach fare only; receipt required. <i>City vehicle:</i> reimbursement for fuel at cost for travel within the State of Florida only; receipts required. <i>Private vehicle:</i> reimbursement at mileage rate set by City, not to exceed cost of airfare and ground transportation. Form PF210PC reflects mileage rate. <i>Cabs, buses, taxis, parking;</i> reimbursed at cost; receipt required.
Tuition/Registration:	Reimbursed at cost; receipt required.

Baggage: When an airline charges a fee for baggage, reimbursement will be made at cost for one bag only; if the first bag is free, no reimbursement will be made. If your personal bag exceeds the restrictions and you are charged extra, the City will not reimburse.

Fly vs Drive: If flying is less expensive than driving and the employee chooses to drive, the mileage reimbursement may be limited to the airfare and ground transportation calculation. As a tip - when comparing flying to driving, the flight cost should be based on departure in and out of the Pensacola International Airport given your flight parameters with at least two weeks' advanced ticketing.

An accounting of monies is required within 10 working days after return. Itemized receipts must accompany report of funds spent. In the event that the 10 working day settlement

cannot be met, the employee will be precluded from receiving advances and/or reimbursements for subsequent travel until settlement of the previous trip.

The final determination of the amount paid for training and travel shall be made by the Finance Director or designee.

B. Educational Reimbursement Plan

The educational reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola may reimburse employees for the costs of obtaining undergraduate or graduate degrees in a position with the City of Pensacola. Employees should contact Human Resources for more information about educational reimbursement.

Employees requesting educational reimbursement must prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the Director for approval prior to class registration. The Director will determine if funds have been budgeted and are currently available in the Department's budget. The City will budget \$30,000 toward the educational reimbursement annual total for members of the all three FOP collective bargaining units (Officer, Sgt, and Lt). If 75% of the funds are allocated during a fiscal year, the Pensacola Police Department Budget and Planning Specialist will notify the FOP Lodge 71 President. Each course must be part of a curriculum related to an employee's present position with the City of a reasonable promotional objective as determined by the Human Resources Director. Once this determination has been made, then the approved request form (PF 202) will be submitted by the Director to the Human Resources Department, before course registration commences.

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the department director to be forwarded to the Human Resources Director for final review and payment.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better. If a collective bargaining unit member receives payment from another source, the City will only reimburse the amount of tuition not otherwise covered.

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola State College. Approved reimbursement will be made at the prevailing hourly course rate for "in state" students, utilized at the University of West Florida or at Pensacola State College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola State College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola State College. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing "in state" rate of the University of West Florida or Pensacola State College.

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each fifteen (15) hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire or police academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of the amount paid by the City to attend the fire or police academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to the employee receiving the balance of such funds after reimbursement has been made.

(1) **Required Courses**

The City will reimburse 100% of the tuition, books, and fees for any employee attaining a “C” grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.

(2) **Voluntary Job-Related Courses**

The City will reimburse 100% of the tuition only for any employee who voluntarily takes a course which is directly related to their job, and who attains a “C” grade or better in the approved course. Department Directors will be the signing authority on determining if a course is job related, along with review by the Human Resources Director for reimbursement purposes.

(3) **Non-Job Related Courses**

The City will reimburse 50% of tuition only for any employee who voluntarily takes a course and who attains a “C” grade or better even though that course is not job related.

(4) **High School Diploma**

Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book, or fee expenses they may incur.

(5) **Tax Status**

All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Education Reimbursement Plan as taxable income.

20.3 Reimbursement for Use of Personal Vehicle

Where an employee is required to use his personal automobile in the performance of his duty, said employee will be reimbursed as prescribed by Section 20.2.

20.4 Comprehensive Medical Coverage

The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City's group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

20.5 The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article.

**ARTICLE 21
TRAINING ATTENDANCE**

21.1 Policy

It is the policy of the Pensacola Police Department that its employees be properly trained. Training should be a continuous process throughout the career of individual employees, and should develop specialized skills and knowledge within the framework of a police generalist. Training attendance shall be within the framework of department procedures.

21.2 Procedure

A. Mandatory Training

1. This is training an officer/employee is directed by the department to attend.
2. It is the responsibility of an immediate supervisor to:
 - a. Reschedule days off so as not to conflict with attendance whenever possible.
 - b. When rescheduling is not possible, compensatory time shall be given and forwarded through proper channels.
3. All employees who attend mandatory training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the department for all tuition expenses incurred by the department on their behalf.

B. Out-of-Town Specialized Training

1. An officer/employee may submit their name for consideration to attend a particular specialized "out-of-town training," which is not designated for salary incentive.
2. If the training is approved, it is the responsibility of the officer/employee's immediate supervisor to:
 - a. Carry the attending employee on the payroll as "Special" and name the type of training.
 - b. Carry the attending employee on the payroll as "Day off" when their regular off days fall during the time of absence.
 - c. Whenever possible, reschedule off-duty days to compensate for applicable travel time.
3. It is the responsibility of an attending employee to:
 - a. Furnish a training course application that has been sent through the chain of command and a copy of the training announcement to Training at least 30 days prior to the requested training.
 - b. Furnish Training with required receipts (hotel, gas, tuition, airfare, etc.), within five days of completing the requested training.
4. Reimbursements for training and travel are based on the policy guidelines set forth in the City of Pensacola Human Resources Policy Manual, Section 3-14.
5. All employees who attend specialized training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the department for all tuition expenses incurred by the department on their behalf.

C. Voluntary Training

1. Voluntary training is any training an officer/employee may attend at any training institution on their off-duty time.
2. No compensatory time or overtime will be authorized while the officer/employee attends voluntary training.
3. Employees who wish to attend approved job-related training on their own time will clear enrollment and paperwork through the department's Training section.
4. Employees who wish to further their education to the highest level possible may do so while off-duty and receive reimbursement under the City of Pensacola's Education Plan.
5. All employees who attend voluntary training and fail to successfully complete

that training complete that training without sufficient justification in the opinion of the Chief or his designee, shall reimburse the department for all tuition expenses incurred by the department on their behalf.

- D. If the interpretation of the above provisions are perceived to have been arbitrarily applied, the employee may file a grievance not subject to arbitration.

ARTICLE 22 UNIFORMS & EQUIPMENT

- 22.1 The **Employer** shall furnish uniform(s) to all sworn personnel who are required to wear such uniform(s) in the performance of their duties as set forth in the Rules and Regulations of the Pensacola Police Department. Uniforms shall include all necessary equipment for the officer's performance of duty as a police officer including weapons, leather goods, foul weather gear, boots, cold weather gear and safety equipment, except socks and under garments.
- 22.2 (a) The **Employer** will pay for the repair or replacement of property covered by this Agreement that is damaged while on duty, subject to the limitations provided in Sections 22.2 (b) through (e).
- (b) Any **Employer**-issued uniforms or equipment and any employee-owned personal property (as defined in Section 22.2 (c)), damaged, destroyed, lost, or stolen while an officer is acting in performance of his/her official duties shall be replaced or repaired (whichever costs less) by the **Employer** at no cost to the employee, provided that the damage, destruction or loss was not the result of the employee's negligence, or carelessness. Claims must be supported by reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Chief.
- (c) Employee-owned personal property is defined as that personal property necessary for the performance of official duties, prescription eye glasses, contact lenses, watches, false teeth, or partial plates. It shall not include telephones, pagers, or electronic devices of any kind. Jewelry is not considered related equipment.
- (d) If the loss is covered by any insurance policy owned by the victim employee, then the City will be reimbursed for any replaced items in the amount allowed and paid by the insurance company.
- (e) In no event will the **Employer** pay more than five hundred dollars (\$500) for a watch or a cell phone, one hundred fifty (\$150) for any pair of sunglasses, and three hundred dollars (\$300) to repair or replace all other property listed in Section 22.2 (c).
- 22.3 Any non-uniform clothing damaged or destroyed while an employee is acting in the performance of their official duties shall be repaired or replaced (whichever is the lesser cost of the two) by the **Employer**. Such claim for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Police Chief.

- 22.4 Employees who are required to wear business attire (e.g. dress coats or dress shirts and ties for men and civilian attire for women) during duty hours shall be entitled to a clothing allowance of three hundred dollars (\$300) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.
- 22.5 Employees in the Vice & Narcotics, and Tactical Unit who are required by the **Employer** to wear non-uniform type of clothing during duty hours shall be entitled to a clothing allowance of three hundred dollars (\$300) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.

ARTICLE 23 MISCELLANEOUS PROVISIONS

- 23.1 In any legal action, wherein an employee covered by this Agreement is sued as an individual, for damages, which arises from their official duties, the **Employer** hereby agrees that it will provide legal counsel for said employee in accordance with Section 111.07, Florida Statutes. The employee shall have the right to retain an attorney of his choice at the employee's expense to defend the employee in any individual claim.

ARTICLE 24 SECONDARY EMPLOYMENT

- 24.1 Off-duty employment of a security nature conducted according to the procedures set forth below is authorized by the Pensacola Police Department because it confers a substantial benefit upon citizens by allowing an expanded law enforcement presence at minimal expense to the City.

However, officers engaged in off-duty security employment should remain constantly aware that they are law enforcement officers utilizing equipment provided by the City of Pensacola while engaging in such activities, and they are perceived by the public as on-duty officers. Therefore, all officers are directed to conduct their behavior while working off-duty in exactly the same manner and following all applicable policies and procedures as though they were working on their scheduled tour of duty. The compensation is provided by an entity other than the City of Pensacola does not diminish an officer's responsibilities and can never be allowed to present a conflict of interest between the entity providing compensation and the paramount responsibility as a police officer.

Under no circumstance will any officer working off-duty disregard any law enforcement responsibility or violate any policy or procedure of the Pensacola Police Department at the request or at the direction of an off-duty employee. Independent judgment as a law enforcement officer must prevail in every situation.

A police sergeant is authorized by Florida Law (F.S.S. 790.052) during off-duty hours – at discretion of their superior officer – to perform law enforcement functions normally performed during work hours. Pensacola Police officers are authorized by the Police Chief

to carry firearms off-duty and to perform law enforcement functions for off-duty employment normally performed during duty hours.

Members engaging in permanent business or employment shall submit a request for permission to do so to the Police Chief.

24.2 Procedure

I. Police Related Employment

a. Temporary (city property)

- i. Shall be coordinated through the designee of the Police Chief.
- ii. Responsibilities of the designee of the Police Chief are to:
 1. Provide names of volunteers for each event based upon the order of request to participate.
 2. Provide for wages and working conditions consistent with the law enforcement function.
 3. Provide for notification of the Communication Center when officers report for their tour of duty.

b. Temporary (non-city property)

- i. May be coordinated by the individual member involved.
- ii. Responsibilities of the coordinator are to:
 1. Provide for wages and working conditions consistent with the law enforcement function.
 2. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.

c. Permanent

- i. This employment spans more than three calendar days within a six (6) month period
- ii. It may be coordinated by the individual member involved.
- iii. Responsibilities of the coordinator are to:
 1. Provide for wages and working conditions consistent with the law enforcement function.
 2. Complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola's Personnel Administration Board prior to the initial date of employment.
 3. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.

II. Non-Police Related Employment

- a. This shall confirm to Standards of Conduct expected for a law enforcement officer and may be temporary or permanent.
 - i. Temporary work spans three days or less within a six (6) month period.
 - ii. Shall be coordinated by the individual member involved.
 - iii. Not required to notify the Communication Center.

- b. Permanent work spans more than three calendar days within a six (6) month period.
 - i. Shall be coordinated by the individual member involved.
 - ii. Individual member shall complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola Personnel Administration Board prior to initial date of employment.

III. Administration

a. Coordination of effort

- i. All requests for police related off-duty employment, where two or more officers will be involved, shall have prior approval from the designee of the Police Chief.
- ii. The coordinator of such events shall review the request with the designee of the Chief of Police prior to the outside employer.

b. Forms

- i. The City of Pensacola Outside Employment Form – PF-405 shall be submitted prior to the date of employment through the proper chain of command to the designee of the Chief of Police.
- ii. The City of Pensacola Termination of Outside Employment Form – PF-406 shall be submitted within two weeks of final termination of employment through the proper chain of command to the designee of the Police Chief.

c. Communications Center

- i. The Communications Center shall immediately notify the shift commander of personnel working off-duty in a police related position. This information shall include:
 - 1. Radio number.
 - 2. Permanent ID number
 - 3. Location of employment
 - 4. Hours of employment
 - 5. Vehicle number
- ii. The Communication Center shall keep a permanent record of all off-duty information provided to them and shall print a list of such information every night at midnight to be forwarded to the designee of the Police Chief.

d. Supervisor notification

- i. An on-duty patrol shift supervisor shall be notified immediately of any incident requiring official police action.
- ii. Any police action required of an officer working in an off-duty position shall change the status of the position to that of an on-duty position.
- iii. Any officer involved in circumstances that change the status of a position to on-duty shall complete proper forms for overtime compensation.

e. Length of tour of off-duty employment

- i. No officer shall accept off-duty employment for a period of time that would reduce their alertness and/or effectiveness as a law enforcement officer to a point where they present a danger to themselves or others.
- ii. It shall be the responsibility of the immediate supervisor (i.e., sergeant for police officers, lieutenant for sergeants) to determine if their subordinates are fit for duty.
- iii. When this issue is raised, the officer making the determination shall take into consideration the total on-duty and off-duty hours that have been

worked within the last sixteen (16) hours.

- iv. The shift command supervisor shall be vested with authority to immediately terminate any duty the officer may be assigned at the time such determination is made.
- v. If the violation occurs while an officer is working off-duty, the shift command supervisor shall attempt to make arrangements for a replacement officer to finish the tour of duty in question.
- vi. The shift command supervisor shall file a Report to the Chief through the chain of command for review and final determination of what disciplinary actions may be taken toward the officer.

f. Inappropriate requests

- i. Any officer receiving an attempted request for action by an off-duty employer which the officers feels is inappropriate, (i.e., off-duty employer asks the officer to do something that should not be done as a police officer) shall submit a letter to the Police Chief.
- ii. That letter shall detail the circumstances, location and name of the off-duty employer.

**ARTICLE 25
LIFE INSURANCE**

- 25.1 The Employer will provide a basic life insurance of \$25,000 for employees covered by this agreement.

Additional life insurance is optional for employees covered by this agreement and their dependents.

- 25.2 The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any “out-of-pocket” amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.

- 25.3 The Union will be notified of any change in the insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article.

**ARTICLE 26
INJURY-IN-LINE-OF-DUTY/DISABILITY BENEFITS**

- 26.1 **Compensation for Job – Incurred Injury or Illness**

A. General

The State of Florida has a Worker’s Compensation statute to which the City of Pensacola adheres. The purpose of this coverage is to provide some degree of payment to those employees who become temporarily or permanently disabled due to illness or injury incurred on the job. The following rules will serve to delegate responsibility for proper handling of all such cases, claims, and relevant forms.

In compliance with the Federal Americans with Disabilities Act, the Family Medical Leave Act, and other applicable federal and state laws, each employee injured in a job-related accident will be assured of their job when released to return to duty. If the employee is unable to return to their normal job, every reasonable effort will be made to ensure that the employee will be placed in another position within the City structure commensurate with their physical limitations.

Upon injury or illness and filing of the First Notice of Injury or Illness report where lost time from work or medical expenses are incurred, a letter will be sent to the injured employee notifying the employee that in the event they are unable to resume their usual duties due to physical limitations from the injury or illness, every reasonable effort will be made to ensure that they will be placed in another position within the City structure commensurate with their physical limitations.

B. Report of Injury and Examination

Each incident involving bodily injury sustained on the job by a City employee shall be reported to the employee's supervisor during the course of the shift in which the accident occurred. The employee shall be referred to the City Clinic where a preliminary examination will be made and the Injury or Illness Report is initiated. A copy of this report shall be returned immediately to the employee's supervisor and the Human Resources Department. In cases of severe injury or extreme emergencies the injured employee should be taken to the nearest hospital emergency room and the supervisor should notify the City Clinic.

If in the opinion of the nurse or physician the injury requires more advanced or specialized treatment, the employee will be referred to the physician chosen by the City. The attending physician upon examination shall then determine, in conjunction with the City Physician:

- (1) the need for further examination or treatment,
- (2) the extent to which the employee may work,
- (3) the need for loss of time from work for treatment, rest, hospital care, or a combination of these.

The City Clinic shall keep the employee's supervisor informed as to the condition of the employee and estimated length of time that the employee will be off duty. Where loss of time from work is indicated, the City Clinic, with assistance from the Human Resources Department, shall arrange for continuation of proper medical care and supervision. The City Clinic must approve all time off from work.

When transitional duties or accommodations are indicated or appropriate, these shall be arranged by the City Clinic, the supervisor, and/or Department Director with approval of the Human Resources Director. If the employee is unable to return to their normal duty due to physical limitations set forth by their physician, in accordance with the Americans with Disabilities Act, every reasonable effort will be made to ensure that the employee will be placed in another position with the City structure that accommodates their physical restrictions.

In all cases, the City Clinic shall arrange for the initiation of proper State

Compensation forms as required (these are mandatory in all cases regardless of loss time or incurrence of medical expense).

C. Temporary Total or Temporary Partial Disability

All time off work due to a job-related injury/illness must be approved by the City Physician/City Nurse.

If loss time is incurred, continuation of salary under Florida Statute requires that a compensable injury or illness be paid for at the rate of 66 2/3 % of the employee's average earnings to a maximum as established by the State. However, the City will compensate in the following manner for each temporary total or temporary partial disability caused by an initial on the job injury. In determining the period of time listed below, all absences shall be cumulative calendar days.

- (1) The injured employee may be paid 100% salary for no longer than ninety (90) day, without using accumulated leave.
- (2) During the above ninety (90) day period of 100% compensation, the employee will receive all workers' compensation monies and those amounts will be deducted from the employee's normal salary.
- (3) After the ninety (90) day period, an employee may at their option use up to thirty (30) days accumulated PTO leave. The employee will then keep their Worker's Compensation checks without further payroll deductions. To qualify for compensation from the City funds, the employee must present sufficient evidence of their disability and the City Physician shall determine the eligibility of such claims. At the end of the ninety (90) day loss time period for an "on-the-job" injury, when no other leave is available, the employee must return to full active duty or be placed in another position within the City structure that is commensurate with their physical restrictions. This is to be determined by the City Physician, in conjunction with the Human Resources Director.
- (4) At the end of the ninety (90) day period, plus the expiration of accumulated PTO leave, used at the employee's option, an employee must have returned to work in his/her normal duty or other duty within the City structure commensurate with their physical restrictions. It is the intent of this section that no employee shall remain off work and be on the regular payroll for any more than ninety (90) days, plus a maximum of thirty (30) days of accumulated PTO leave due to an on-the-job injury.

D. Recurring Injuries

For recurring complications relevant to a particular previous lost-time injury following a return to active duty, the City of Pensacola will begin compensation as of the first day of the recurrence provided the employee has reported such on the first day of the recurrence to the City Clinic, and the City Physician or City Clinic has given authorization for leave.

26.2. Disability Benefits

Any alleged violation(s) of this article are not subject to the grievance/arbitration procedure but through competent court of jurisdiction.

26.3 Return to duty examinations

If the city requires an employee to be examined by a doctor chosen by the city, the city will agree to reimburse the employee the total cost of the examination if the employee is not covered by health insurance. If the employee is covered by health insurance the city will agree to reimburse the employee the employee's co-pay.

ARTICLE 27 PERSONAL TIME OFF (PTO) LEAVE

27.1 Leaves of absence.

(1) Purpose.

Personal time off (PTO) is established for the purpose of providing employees leave for a variety of reasons such as vacation, personal business, illness, medical or dental appointments, and family. It replaces leave formerly known as sick and annual leave.

(2) Employee responsibility.

Employees are required to arrange and obtain prior/advance approval of personal time off leave. In the case of illness, supervisors can consider same day request.

- a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the city clinic stating:
 1. The nature of illness or injury;
 2. That the employee was incapacitated for work for the duration of his absence;
 3. The employee is physically able to return to work and perform his duties;
 4. That the employee has no contagious disease, which would jeopardize the health of other employees.
- b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the city clinic concerning any illness or injury beginning with the first day of absence.
- c. If an employee is absent and an excuse is felt necessary, an activity head or department director may request the city nurse to verify the reason for absence.

(3) Record keeping.

No employee will be granted personal time off leave unless the time requested has already accrued prior to the leave period. Personal time off leave request shall be for a period of not less than one (1) hour and shall be in increments of not less than one (1) hour.

(4) Accrual of time.

Employees covered by this agreement will be credited twenty-four (24) hours personal time off for each month of service. Hours of PTO leave will be available for immediate use as soon as accrual has been posted. Sergeants may not accumulate more than 500 hours of Personal Time Off (PTO) during any calendar year. On the first day of the pay period beginning in January of each year, the employee will have the option of carrying over unused PTO as follows: as to accrued PTO over 500 hours, a maximum of 250 hours may be banked in the auxiliary PTO leave account to be used for any purpose, and any accrued leave remaining will be placed in the FMLA leave bank. Employees will be able to use this leave for FMLA qualifying absences or may donate this leave. This does not alter existing policy that leave payout cannot exceed 500 hours. This does not alter the existing provision that approval of leave is a management right and the issue is not subject to being grieved.

Police Officers promoted to the rank of Sergeant shall receive a PTO payout as described:

The hours between 500 and the Officer's current maximum PTO payout (900 hours) will be paid to the employee upon their promotion to Sergeant.

Officers with a PTO balance greater than their current maximum payout (900 hours) will have the hours over the maximum placed into an auxiliary PTO account which may be used as regular PTO or donated to employees in need. The employee will not be paid for any hours remaining in their auxiliary PTO account upon leaving City employment.

(5) Separation from service.

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid the balance of their accrued PTO, but at no time shall that payout exceed the maximum of 500 hours. The employee may not be paid for any hours remaining in their auxiliary PTO account or their FMLA leave bank upon leaving the City.

ARTICLE 28 LEAVE SHARING

- 28.1 A leave sharing program is hereby established for all permanent City employees. The Mayor or designee shall establish the procedure by which the Human Resources Director shall administer the leave-sharing program. This leave-sharing program shall be administered in keeping with the area practices and within the financial limits as set forth

by the council. Unless otherwise provided for by the council or by law, shared personal time off (PTO) leave of more than 30 days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions, deferred compensation(s) and other benefits.

A. Scope and Purpose

The leave sharing program will allow employees to donate unused Personal Time Off (PTO) leave to co-workers who are seriously ill or have family members who are ill, and have exhausted their own leave.

This leave-sharing program operating on a case-by-case donation basis encourages employees with unneeded leave to donate leave to employees coping with personal tragedy.

B. Eligibility

The employee requesting donations of leave must have:

1. Worked for a minimum of six (6) months; and
2. Exhausted all earned leave

C. Leave Use

Request for leave can be made for:

1. the employee's own serious health condition as defined by the federal Family and Medical Leave Act, or
2. the serious health condition of a family member, defined, as spouse, children, stepchildren, parent, stepparent, brothers, sisters, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, grandchildren, aunt or uncle.

D. Leave Donation Restrictions

Employees can donate up to half the leave they have available in their PTO, Auxiliary PTO and FMLA Leave bank accounts. Employees may receive up to nine (9) months maximum of donated leave. Donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and cannot be used retroactively.

E. Administration

An employee donating leave must complete a leave transfer form (PF-306) and turn

the form into the Human Resources Office for verification of leave balance. This form will be forwarded to the Finance Department for processing. Employees receiving leave will be awarded leave hours based on the “cash value” of the donated leave.

F. Tax Treatment

Employees who donate leave are not subject to any taxes because of their donation. However, employees who receive donated leave are subject to regular income tax and it will be reported as income.

**ARTICLE 29
FUNERAL LEAVE**

- 29.1 Employees may be granted time off without loss of pay to attend the funeral of an employee of the Police Department so authorized by the Police Chief or designee.
- 29.2 At the time of a death of a member of the employee’s immediate family, an employee may be granted up to three (3) days off without loss of pay as bereavement leave, not otherwise chargeable. The term, “immediate family”, as used in this section, shall mean an individual’s spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-parent, step-children, and other relatives who permanently reside with the individual. Special consideration may also be given by the Police Chief to any other person who has had a close, long-standing, personal relationship with the employee where such a person acted similar to and/or stood in the place of a mother, father, brother, sister, or grandparent of the employee.

**ARTICLE 30
MILITARY LEAVE**

- 30.1 Military leave will be considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

A. Extended Military Leave

Persons will be granted extended military leave will forfeit all employee benefits while on active duty, but will be accorded reinstatement or reemployment privileges, as required under and in accordance with Florida Statutes 295.095 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.

- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Human Resources Department within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Human Resources Director within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when the pension law is complied with. Time spent on extended military duty shall count for longevity purposes and without loss of vacation leave, pay, time, or efficiency rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.
- (5) Employees on extended military leave are entitled to two hundred forty (240) hours at full pay in any one annual calendar period. In addition, per each military activation the City will:
 - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.
 - (b) Continue all other employee benefits such as time accrual for purposes of annual, sick, (band personal time off leave, annual increments, longevity and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

B. Military Leave for Training Purposes

- (1) Section (1) of Florida Statute 115.07 requires the City to grant leaves of absence to City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating. This leave is required on all days during which the City employee is engaged in training ordered under the provisions of the United States military or naval training regulations regardless of whether they are assigned to active or inactive duty.
- (2) Effective July 1, 2010, Florida Statute 115.07 gives a maximum period of 240 hours in any one annual calendar year period for this type of leave of absence. Administrative leaves of absence of periods in excess of 240 hours are to be without pay.

- (3) Employees requesting leave under these provisions must submit a verified copy of their notification for duty with completed Personnel Leave (PF-301) or (PF 300), to their Department Director at least two (2) weeks in advance.

ARTICLE 31 HOLIDAYS

- 31.1 Employees in the bargaining unit shall observe those days established by this Agreement and Council Ordinance which consist of the following:

January First (New Year's Day)
Third Monday in January (Martin Luther King's Birthday)
Third Monday in February (President's Day)
Friday before Easter (Good Friday)
Last Monday in May (Memorial Day)
June Nineteenth (Juneteenth)
July Fourth (Independence Day)
First Monday in September (Labor Day)
November Eleventh (Veterans' Day)
Fourth Thursday in November (Thanksgiving Day)
Day after Thanksgiving (Day after Thanksgiving Day)
December Twenty-Fifth (Christmas Day)
December Twenty-Sixth (Day after Christmas Day)

- 31.2 When any employee is required to work on a day observed as a holiday pursuant to Section 31.1, the employee shall be paid one and one-half the regular rate of pay for the time worked.
- 31.3 Employees required to work on a holiday shall receive an alternate day off, of the employee's choosing, as work schedule permits. This "alternate" day must be taken within twelve (12) months of the date it was granted. It cannot be carried over nor can the employee be compensated if the "alternate" holiday is not taken.
- 31.4 In addition to the above named fixed holidays, the City of Pensacola allows each employee to observe two working days per calendar year as personal holidays; however in the first year of employment individuals who start working during the months of January, February, and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year. Personal holidays may be scheduled on days of the employee's choice, subject to the approval of the employee's respective supervisors and the Police Chief. The Police Chief retains the right to adjust the schedule based on work requirements. The holiday must be taken as a whole day. Personal holidays must be taken during the calendar year and cannot be carried over from one calendar year to the next nor be paid for if not taken.
- 31.5 Employees shall receive one day of leave at the completion of each five (5) year-interval of service (i.e. 5, 10, 15, 20, etc.) The anniversary day must be taken within one year of reaching the milestone anniversary or the day will be forfeited.

- 31.6 If the majority of the employee's work shift falls on a holiday, that employee will be compensated for the entire holiday.

ARTICLE 32

HOURS OF WORK AND OVERTIME PAYMENT

32.1 Purpose of Article

The purpose of this Article is to define hours of work; however, nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time except as may be specifically provided herein. It is understood and agreed that the Pensacola Police Department is a twenty-four (24) hour, seven (7) days per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of manpower to suit the needs and requirements of the Office of the Chief, provided that contract requirements regarding notification and overtime will be met.

32.2 Work Period

The work period for police sergeants covered by this Agreement shall be a period of twenty – eight (28) consecutive days which may begin on any day of the week and the regular work schedule during that period shall consist of one hundred sixty (160) hours.

32.3 Overtime Pay

- (A) **Overtime based on time worked in work period** – Police Sergeants covered by this Agreement shall be compensated at time and one-half for all hours worked in excess of one hundred sixty (160) hours in a work period except as otherwise provided in the Agreement. It is understood and agreed by the parties that any specific provisions of this Agreement providing for payment of overtime will supersede this Section 32.3 (A).
- (B) **Overtime for more than 16 hours of work per day** -- Double time shall be paid for all hours worked in excess of sixteen (16) hours in a continuous work shift.
- (C) **Compensatory Time** – Police Sergeants may accrue up to four hundred eighty (480) hours of compensatory time at the discretion of the Chief. Once this maximum amount of compensatory time is reached, compensation for additional overtime hours worked shall be in the form of cash payments. Compensatory time shall be earned at the same rate it would have been paid had cash payment been received.
- (D) **Special Overtime Pay** – Shall be overtime hours that are paid at 1 ½ times the normal rate of pay for wages and is not subject to being reduced by the number of hours worked in a pay cycle. Special Overtime pay will include overtime worked but shall exclude shift overage, court time, and hours worked for department sponsored activities or demonstrations (for which comp time is currently granted.)

32.4 Meal Periods

- (A) Employees on shifts will be provided a meal period when the workload permits.
- (B) The normal daily work schedule for all other employees covered by this Agreement shall have a meal period not to exceed forty-five (45) continuous minutes when the

workload permits. Additionally, each employee working a ten (10) hours shift or more will be allowed a fifteen (15) minute break when workload permits.

32.5 Authorization for Overtime Required

No employee may authorize overtime for themselves but shall be entitled to receive overtime as appropriately authorized by their supervisor.

32.6 Off Duty Call with Assigned Vehicle

Notwithstanding the provisions of Section 20.3 (A) when an officer assigned a vehicle on a permanent basis is off-duty and is required to handle a call by a designated supervisor said employee shall be paid at the regular rate unless such duty required that officer to work in excess of one hundred sixty (160) hours in the twenty-eight (28) day work period, in which case Section 20.3 (A) shall apply.

32.7 The **Employer** agrees that it will comply with all provisions of the Fair Labor Standards Act. Provided, however, that any arbitration decision alleged to be contrary to law may be appealed to the judicial system.

32.8 Regular Hourly Rate of Pay for Overtime Calculations

For the purpose of calculating overtime, the regular hourly rate of pay is defined by FLSA.

32.9 When the Chief of Police mobilizes the department emergency operations procedures, per Pensacola Police Department General Order H-1, employees of the bargaining unit will be compensated at an overtime rate of pay for all hours mandated to work during the duration of their emergency operations schedule.

**ARTICLE 33
COMPENSATION FOR COURT RELATED MATTERS**

33.1 Duty Related Court Appearances

(a) Payment for Off-Duty Court Appearance

(1) When an off-duty employee is subpoenaed to court or other proceedings for testimony or by the State Attorney, Public Defender or Private Attorney, for pre-trial conference or deposition arising from duties performed as a Pensacola Police Sergeant, he/she will be compensated in the following manner:

(A) For all off-duty employees on regular day off or approved leave, a three (3) hour compensation will be credited for an appearance on any given calendar day, or actual time, whichever is greater.

(b) Payment for Court Appearance Before or After Duty

- (1) Personnel who are attending court or other proceedings arising out of the course of their official duties, three (3) hours or less before their scheduled tour of duty, shall receive compensation for a minimum of three (3) hours or actual time, whichever is lesser.
- (2) Personnel attending court or other proceedings after tour of duty shall be compensated a minimum of three (3) hours or actual time, whichever is greater.
- (3) If there is no lapse between appearances, it shall be treated as one appearance.

ARTICLE 34 WAGES

34.1 Pay Range

The pay range for Police Sergeants shall be a minimum of \$75,000.00 and the maximum will be as follows:

- i. On October 1, 2024, the cap on pay for Sergeants shall be increased to \$101,000.00.

34.2 Wages

All actively employed Sergeants employed by the City on the effective date of the agreement will receive the following wage adjustments:

- i. October 1, 2024: (refer to appendix Attachment): All members of the bargaining unit will receive pay adjustments based on the attached appendix. Each member will be slotted based on total years of service with the City.
- ii. October 1, 2025: All currently employed bargaining unit employees will receive a four percent (3%) wage increase to their base pay (or base salary of \$75,000.00, whichever is greater) up to the maximum cap of \$101,000.00. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will not receive the equivalent three percent (3%) pay increase exceeding the maximum cap as a one-time bonus.
- iii. October 1, 2026: All currently employed bargaining unit employees will receive a three percent (3%) wage increase to their base pay (or base salary of \$75,000.00, whichever is greater) up to the maximum cap of \$101,000.00. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will not receive the equivalent three percent (3%) pay increase exceeding the maximum cap as a one-time bonus.
- iv. Upon ratification, the pay component of this contract is to start October 28, 2024.

Through the term of this agreement no salary changes shall be made to any member of the bargaining unit's pay that is not outlined in sections 34.2 i.- iii. of this agreement.

34.3 Senior Sergeant Pay

Members of the Police Sergeant's bargaining unit shall be eligible for senior sergeant premium pay of 5% of base salary. This senior sergeant premium pay shall be regarded as compensation for the computation for pension and Medicare. No other benefits will be paid except as may be required by Federal or State Law. No other benefits will be paid (including the plans created by Chapter 9-6, Article I of the City Code). Senior sergeant pay shall be a separate pay item that is fully pensionable above and beyond any established pay scale maximums and shall be awarded in five percent (5%) increments at the two (2), four (4), six (6), and eight (8) year anniversaries of time in grade as a sergeant's years. This pay will be utilized in the hourly overtime calculation rates.

34.4 Promotions

A promotion in the classified service occurs when there is a change in an employee's title and the employee is elevated to a pay range for which the minimum pay is higher than the minimum pay in the range currently held. A promoted bargaining unit member will receive a ten (10) percent pay increase, not to exceed the maximum pay of the range. Provided that the maximum pay for the range is not exceeded, the Mayor or designee may grant a pay increase over ten (10) percent upon the recommendation of the department director and Human Resources Director.

34.5 Demotions

A bargaining unit member demoted or reduced to a lower class shall be placed in the hourly rate held prior to the promotion, or shall receive a ten (10) percent reduction in salary, whichever wage provides the higher salary. Any other reduction in pay will be upon the recommendation of the Human Resources Director and approved by the Mayor or designee. In any case the reduced salary is not to exceed the minimum or maximum of the class range.

34.6 Working-Out-Of-Classification

Bargaining unit members working temporarily in a higher class for more than fifteen (15) calendar days may be paid out-of-class differential pay. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when such vacancy has resulted from illness, an on-the-job injury or a job vacancy. Such differential pay shall begin only after the employee has performed the complete duties for fifteen (15) consecutive calendar days and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the fifteen (15) consecutive calendar day period has been completed. The fifteen (15) consecutive calendar days must be worked within the span of fifty-two (52) weeks from the first day of duties performed in the higher classification in order for the employee to be eligible for the differential pay. Out-of-class differential pay shall be the difference between the employee's regular wage and then to which the employee would initially be entitled should they be promoted to said higher class. Out-of-class differential shall be paid with the employee's regular compensation and subject to the same benefits as the regular compensation. Complete records of such out-of-class differential work shall be submitted to the Human Resources Department within two (2) weeks of having performed

such work, on forms furnished by that department. The Police Chief shall be responsible for judicious observance of this section.

34.7 Salary Incentive Pay, Shift Differential Pay, Specialized Duty Pay

The Mayor or designee is hereby authorized to pay the supplemental compensation as outlined in this section. These payments shall be made bi-weekly and shall be considered a non-salaried supplement, and will not be utilized in the calculation of pensions, deferred compensation or other fringe benefits. The Police Chief shall be responsible for judicious observance of this section. No pay hereunder shall be granted unless approved by the Mayor or designee after recommendation by the Human Resources Director.

- (1) To bargaining unit members assigned to work night shifts as designated by the Police Chief an amount equal to a five (5) percent increase.
- (2) Police Sergeants assigned to the positions listed in this section shall receive an amount equal to a five (5) percent increase:
 - a- Traffic
 - b- Investigation
 - c- V & N
 - d- FTO Sergeant
 - e- DUI
 - f- K-9

34.8 Canine Care.

Police Sergeants assigned to canine duty shall receive seven (7) hours per twenty-eight (28) day cycle of overtime pay. These seven (7) hours are for routine K-9 maintenance only. Any additional hours spent on care will be compensated at the overtime rate of pay provided it is documented and approved by the Police Chief.

34.9 SWAT Sergeant Premium Pay

SWAT Operators will receive a \$1,500.00 annual premium paid on a bi-weekly basis. Other SWAT personnel will receive a \$500 annual premium paid on a bi-weekly basis.

**ARTICLE 35
PENSIONS**

35.1 Pension Rights.

1. Effective January 1, 2013 the existing Police Pension Plan will be closed to all new hires; All new hires after January 1, 2013 and all existing Sergeants will be given the option to participate in the Florida Retirement System.
2. Effective January 1, 2013, for those employees who elect to remain in the existing Police

Pension Plan, contributions will increase from .5% to 1.5% starting on 1/1/2013, from 1.5% to 3.5% starting on 10/1/2013 and from 3.5% to 5.2% starting on 10/1/2014.

3. On January 1, 2013, contributions to the Social Security Replacement Plan will be changed from mandatory to optional. However, the employee may elect to continue to contribute a portion of pay into the Social Security Replacement Plan, and if so, the City will continue to match up to 6.7%. (This Paragraph does not apply to those employees in the DROP before January 1, 2013).
4. Effective January 1, 2013, employees eligible to participate in the Deferred Retirement Option Program ("DROP") will receive 1.3% interest and will not receive any Cost of Living Adjustment on their Retirement benefits during the period in which they are enrolled in DROP.
5. Effective January 1, 2013, the spousal benefit in the existing Police Pension Plan will be modified to conform to the same spousal benefits offered in the Florida Retirement System. (This Paragraph will not apply to employees who have 20 or more years of service on January 1, 2013).
6. Effective January 1, 2013 the vesting period for the Police Pension Plan will increase from 10 years to 12 years.
7. All new retirees after January 1, 2013 will receive up to a 3% Cost of Living Adjustment for 10 years after retirement. After 10 years, the Cost of Living Adjustment increase will decrease to up to 2% for the life of the retiree (and spouse, if applicable). This COLA shall be calculated in the same manner as the existing Police Pension Plan. This Paragraph does not apply to any employee who retires prior to January 1, 2013 or those employees enrolled in DROP prior to January 1, 2013.
8. Effective January 1, 2013 pensionable income will be calculated on the employee's base pay with no overtime. Overtime which has already been earned on the date of ratification will be used toward calculating average final earnings.
9. For future service, average final compensation will be changed to the average of the last 5 years of compensation for those who retire after January 1, 2013, (This Paragraph will not apply to employees who have 20 or more years of service on January 1, 2013).
10. Members of the bargaining unit hereby acknowledge and agree that those members who have become participants in the Florida Retirement System are governed by the provisions of the Florida Retirement System. The Florida Retirement System supersedes any provisions in conflict as listed in this agreement.
11. Pursuant to Florida Statute 185.35 the Police Officer's Retirement Fund will provide for a 401 Defined Contribution Plan within the Police Officer's Retirement Fund.
12. Pursuant to Florida Statute 185.35 mutual consent is required for deviations from the default rules on the use of premium tax revenues. The Police Officer's Retirement Fund states the following use of the insurance proceeds in Section 9-5-21(a)(1). "Prior to January 2, 2013, the net proceeds of any excise or license tax under F.S. § 185.08, as amended,

imposed by the City or the State of Florida upon certain casualty insurance companies on their gross receipts of premiums from holders of policies , which policies cover property within the corporate limits of the City. Such revenue shall first be used to fund the benefit increase provided in subsection 9-5-23(a)(ii)(a) and (b), and then any remaining revenue shall be used for the remaining benefits of the plan. If the receipt of this revenue is not sufficient to pay all benefits of the plan, nevertheless, all of the plan benefits shall be paid;” As a part of the contract both parties mutually consent to use the insurance proceeds and any accumulated insurance proceeds balance (reflected in the Police Officer’s Pension Fund actuarial valuation) as stated in this paragraph.

13. For the purpose of estimating an employee’s pension benefit bargaining unit members can request the City to calculate their estimated pension benefit twice within five years of retirement at no cost to the employee.

ARTICLE 36 PROMOTIONS

36.1 Promotional Procedures Overview.

The City will continue to follow the status quo concerning the promotional process as outlined below.

When a vacant position is to be filled by promotion within the Police Department, through competitive examination these procedures will be followed:

A promotional eligible list will be certified that contains the names of the top five (5) applicants and ties, having the highest total exam score. Any person on the list is eligible for promotion. If a promotional register contains less than five (5) names and an additional examination is requested, successful examinees will be listed in order behind the existing names on the promotional register. If qualifications substantially change, a register may be cancelled and a new register established. A new register requires a new application and examination of each applicant.

All persons within the department who meet the minimum qualifications may apply and take a promotional examination. When a position is announced, a job bulletin will be distributed and open for a minimum of five (5) working days prior to the application deadline. Applicants must apply by the application deadline and supply necessary records, licenses, certificates, transcripts, etc.

Examinations will be practical and objectively measure the relative capabilities of the applicant to perform the target position. The examination process may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, assessment centers, psychological tests, or other accepted assessment, or any combination thereof. Examination components may be weighted, but will total 100%.

Passing scores are required on a promotional examination before an employee is eligible for promotion. When a passing score is attained, the total examination score may be augmented by veteran preference points (per Florida statutes), education points, and seniority points as defined below.

Eligible registers are in effect for one year, unless extended by request of the appointing authority.

Definitions

Eligible - A person who has properly made application, met the requirements of a position, and passed the exam process and is qualified to be placed on a list of qualified applicants.

Promotional Eligible List - A list of names taken from the eligible register, of the top five (5) candidates and ties. Names are listed in rank order according to their final examination score.

Promotional Eligible Register - A register of names of all eligible applicants for a particular position, who have obtained a passing score on the examination process, listed in rank order according to their final examination score.

Score - The final numerical grade attained on any examination process, rounded to the nearest whole number.

Seniority Points - Points added to a passing promotional examination score to arrive at the total score. Points are computed on the basis of one-half (1/2 or 0.5) point for each full year of service within the employment of the City in a related field or activity. Seniority points will be limited to a maximum of 10 points.

Educational Points – Points added to a passing promotion examination score to arrive at the total score. Points are computed as follows: Associates Degree – one-half (1/2) point, Bachelor’s Degree – one (1) point, Master’s Degree – two (2) points.

ARTICLE 37 FOP ACTIVITIES

- 37.1 The **Employer** will grant four hundred (400) hours annually for use as **F.O.P.** Pool Time. The total Pool Time may exceed four hundred (400) hours by employee contributions to this Pool.
- 37.2 This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at **F.O.P.** functions. Approval of such time shall be authorized by either the **F.O.P.** President, First Vice-President, Second Vice-President, or Secretary. Time will be charged in increments of one (1) hour. The **F.O.P.** may rollover not more than a total of two hundred (200) unused hours to a subsequent contract. The employee that is to be off shall furnish an authorized request from the **F.O.P.** to the Police Chief for approval. Employees receiving leave will be awarded leave hours based on the “cash value” of the donated leave.

ARTICLE 38 BULLETIN BOARDS

- 38.1 The **Employer** agrees to provide space for the **F.O.P.** to erect, at the **F.O.P.’s** expense, one glass enclosed bulletin board, not to exceed thirty-six (36) inches by thirty-six (36) inches, in close proximity to the patrol line-up room. The precise location of the bulletin board shall be approved by the Police Chief. This bulletin board is intended to be utilized for **F.O.P.** purposes pertaining to all bargaining units at the Pensacola Police Department.

- 38.2 The bulletin board shall be used for posting **F.O.P.** notices, signed by the **F.O.P.** President or his designee, but restricted to:
- A. Notices of **F.O.P.** meetings.
 - B. Notices of **F.O.P.** elections and the results of such elections.
 - C. Notices of **F.O.P.** recreational or social affairs.
 - D. Notices of **F.O.P.** appointments.
 - E. Minutes of **F.O.P.** meetings.
 - F. Notices by public bodies.
 - G. Reports of **F.O.P.** committees.
 - H. Rulings and policies of the **F.O.P.**
- 38.3 All costs incidental to preparing and posting **F.O.P.** materials shall be borne by the **F.O.P.** The **F.O.P.** is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition. None of the posted material shall be derogatory in any manner of the **Employer**, its managers, officers, agents and employees, and prior to any material being posted, copies of all material shall be submitted to the Police Chief.
- 38.4 The **Employer** can remove any document not in compliance with Section 38.2.

ARTICLE 39 SPECIAL MEETINGS

- 39.1 The **Employer** and the **F.O.P.** agree to meet quarterly and confer on matters of mutual interest. An agenda shall be submitted prior to the meeting. Discussion shall be limited to matters set forth in the agenda or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. The **F.O.P.** shall have the right, at these special meetings to recommend to the **Employer** corrections to any inequities known to the **F.O.P.**

ARTICLE 40 HURRICANE TRAVEL TEAM

- 40.1 When the team is deployed for a time period exceeding ten (10) days, a day off will be granted for each ten (10) day period deployed. This time shall be granted to the member upon completion of the team deployment.
- 40.2 When the team is deployed all rights and liabilities of each team member will be carried by the member's agency during time being deployed as if the member was working with the member's jurisdiction.

ARTICLE 41 PRINTING OF AGREEMENT

- 41.1 The City will make copies of this Agreement available electronically via the Internet and Intranet.

ARTICLE 42 ENTIRE AGREEMENT

- 42.1 This Agreement constitutes the entire agreement between the Employer and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If, at any time during the term of this Agreement, the parties arrive at an agreement, which adds to, deletes, or waives any of the terms of the Agreement, it will be reduced to writing and signed by both parties.
- 42.2 This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

ARTICLE 43 SEVERABILITY

- 43.1 In the event that any Article or provision of this Agreement is found to be invalid or unenforceable by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such decision, the **Employer** and the **F.O.P.** agree to immediately commence impact bargaining.

**ARTICLE 44
TERM OF AGREEMENT**

- 44.1 This agreement shall be in full force and effect from October 1, 2024 through September 30, 2027.
- 44.2 If proper notice has been given by either party pursuant to 1.1, but no new or successor agreement has been reached, then this Agreement will stay in effect until a new contract is ratified.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized

FOR THE CITY OF PENSACOLA

FRATERNAL ORDER OF POLICE

D. C. Reeves, Mayor City of Pensacola

Daniel Hamert, Representative
Florida State FOP

Rob Larkin, Esq

Jamie Branton
FOP Lodge 71, Labor Committee

Teddy Kirchharr, Human Resources Director

James Parsons
FOP Lodge 71, Labor Committee

Joseph Taschetta
FOP Lodge 71, Labor Committee

ATTEST:

City Clerk

THE DATE OF RATIFICATION OF THIS CONTRACT IS:

ATTACHMENT B

Florida State Lodge Fraternal Order of Police



GRIEVANCE FORM

Name of Employee _____

Classification _____

Immediate Supervisor _____

Date _____

STATEMENT OF GRIEVANCE:

List Applicable Violation

Adjustment Required:

Date _____

Signature of F.O.P. Representative _____

Date Presented to Management Representative _____

STEP ONE: Date _____

Representative for City Signature

Agree_____ Disagree_____

Comments:_____

STEP TWO: Date _____

Representative for City Signature

Agree_____ Disagree_____

Comments:_____

STEP THREE: Date _____

Representative for City Signature

Agree_____ Disagree_____

Comments:_____

ADDITIONAL COMMENTS:

ATTACHMENT B



City of Pensacola, FL

Drug Free Workplace Policy

Drug Free Workplace Policy

The City of Pensacola strives to provide a safe environment for both employees and the public. In this regard, the City considers the abuse of drugs and alcohol on the job to be unsafe and counter-productive. Therefore, the City has established a policy regarding the use, possession, and sale of illegal drugs and alcohol at work consistent with Florida Statutes, Section 440.102; Federal Motor Carrier Safety Administration Controlled Substance and Alcohol Use and Testing Program, 49 C.F.R. Part 382; and USDOT Pipeline and Hazardous Materials Safety Administration Drug and Alcohol Testing Regulations, 49 C.F.R. Parts 192 and 199. A complete list of the illegal drugs that will be tested for may be provided through the City Clinic as requested.

It shall be a condition of employment for all employees to refrain from working with the presence of illegal drugs or alcohol in his/her system and to submit to the testing requirements set forth in this policy. Pursuant to the provisions of the Florida Drug-Free Workplace Program requirements, employees found to be in violation of this policy may be denied workers' compensation medical or indemnity benefits under Chapter 440, Florida Statutes.

A. No Discrimination

Employees with addictions are encouraged to participate in an alcohol and drug rehabilitation program. The City will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment while in the employ of the City, provided that the employee has not previously tested positive for drug use and has entered an employee assistance program for drug-related problems or entered a drug rehabilitation program.

Employees assigned to work in a mandatory testing position and who voluntarily enter an employee assistance program or a drug rehabilitation program will be reassigned to a position other than a mandatory testing position if one is available or will be allowed to use accumulated leave or leave without pay while in the program. Employees employed in special risk positions participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special risk position but may be assigned to a position other than a mandatory testing position or placed on leave while the employee is participating in the program; however, the employee shall be permitted to use any accumulated annual leave before leave without pay may be required. The City may require the employee to submit to drug test(s) as a follow up to such program as permitted by law.

B. Procedures

As part of this program, the City will conduct pre-employment drug testing for special-risk or mandatory-testing positions, reasonable suspicion testing, post-accident testing, random testing, and return-to-duty/follow-up testing in accordance with state and federal law. City personnel and contractors shall comply with all of the technical standards, chain of-custody procedures, confirmation testing, and employee appeal provisions of applicable law pertaining to drug testing of public employees.

All job applicants who have applied for a position with the City of Pensacola and have been offered employment conditioned upon successfully passing a drug test will be scheduled for drug testing, generally conducted at the City Clinic, pursuant to the protocols established by state and federal law pertaining to applicants for special risk occupations.

Prior to testing, each applicant will be provided with a copy of the City's written policy statement on drug testing.

The drug test will be conducted in accordance with the written policy statement and the procedures provided by law, including an opportunity for the applicant to contest the result or provide an explanation to the City when a positive, confirmed test result has been obtained. Employees covered by a collective bargaining agreement may have a right to appeal an adverse decision by the City to the Public Employees Relations Commission or applicable court.

Blood, breath, saliva, and/or urine samples will be given at the Clinic or approved collection facility as designated by the City Clinic. Samples are handled in accordance with State and Federal rules and regulations. Results will be reviewed by a Medical Review Officer (MRO) to assure accuracy. The employee/applicant may consult with the MRO after testing. No physician-patient relationship is created by this program.

If a test is not collectable because of tampering or adulteration, a second test is requested, which will be observed. If a test is rejected because of purposeful adulteration, the employee will be terminated.

Employees will be subject to drug testing when the City has reasonable suspicion to believe that the employee is using or has used drugs in violation of the City's policy where this suspicion is based upon specific and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing will require the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee and it must be confirmed by a second supervisor. The observing and confirming supervisors must prepare written documentation of the facts and circumstances which formed the basis for their recommendation, and a copy of this documentation shall be given to the employee upon request. The original documentation shall be kept confidential as exempt from public records law and must be retained by the City for at least one (1) year. The facts and inferences upon which the recommendation for testing may be made include, but are not limited to, the following:

- Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
- A report of drug use, provided by a reliable and a credible source, which has been independently corroborated
- Evidence that an individual has tampered with a drug test during employment with the City
- Information that an employee has caused or contributed to an accident while at work
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the City's property or while operating the City's vehicle, machinery, or equipment

The selection of employees for random drug testing will be conducted based on a sample drawn

by a computer-generated program operated by an independent third party. The random sample may not constitute more than ten (10) percent of the total employee population. Random drug testing will be conducted as follows:

- when the employee is employed in a position where random drug testing is authorized by law and the position is managerial
- when the employee is employed in a position where random drug testing is authorized by law and the employee is covered by a collective bargaining agreement which authorizes random drug testing
- when the employee is employed in a position where random drug testing is required by law, such as those defined as special-risk positions involving law enforcement and fire protection services, and those requiring commercial drivers' licenses or pertaining to the installation and maintenance of natural gas pipelines

The documentation of a positive drug test result will be placed in an employee's confidential file, the employee will be notified, informed of the result, consequences, and options available. When tested for reasonable suspicion, documentation is placed in the employee's confidential file.

C. Discipline

It is the City's policy to discipline an employee, up to and including termination, who is found to have engaged in the conduct described below:

- utilizing, possessing, or trafficking in any unlawful drug or other substance while on or off duty, or while utilizing any city vehicle or other equipment, or while on any city property.
- refusing to submit to drug testing when properly required to do so pursuant to the protocols of state or federal law.
- providing test results which are verified, confirmed, positive evidence of violation of this policy pursuant to the procedures mandated by the Florida Agency for Health Care Administration.

Moreover, if an employee is found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours, at government functions, or on City property (including in parking lots) the employee is subject to disciplinary action up to and including termination. The use of any over-the-counter products that contain illegal drugs is expressly prohibited. Anyone observing a violation of this policy must report it to his or her immediate supervisor, and that violation is to be reported to the department director.

D. Employee Responsibilities

Physician-prescribed drugs may be taken during working hours; however, the employee must notify the supervisor if the use of prescribed medication will affect the employee's work performance. An employee reporting for work visibly under the influence and who is unable to properly and safely perform required duties will not be allowed to work. Abuse of prescription drugs will not be tolerated and may result in disciplinary action, up to and including termination. Within five working days from receipt of a positive drug test, an employee or job applicant must notify the laboratory of administrative or civil action planned as a result of a positive test. The

employee or applicant may consult with the Medical Review Officer for technical information. An employee or applicant may request, in writing, to have the original specimen retested at another certified laboratory at their expense. The employee can request, in writing, a written report regarding the circumstances for reasonable suspicion testing.

An employee or applicant has the right to contest or explain the results of a positive drug test result, in writing, within five working days of being notified of the positive result.

If an employee is convicted of a violation of a criminal drug statute occurring in the workplace, the employee must notify the City, in writing, no later than five calendar days after such conviction.

To request further information about this policy and applicable procedures based on state and federal law, please contact the City Clinic.

E. Federal Controlled Substances Act

The use by City employees of any illegal drug under federal law, which may not be illegal under Florida law, is prohibited. The use of marijuana by City employees, including medical marijuana, with or without a prescription, is prohibited. A prescription for medical marijuana is not accepted as a valid explanation or defense for an employee's positive drug test result.

ATTACHMENT C

Sergeants Initial Slotting

	Year 1
Minimum	\$75,000.00
Maximum	\$101,000.00
COLA	3.00%
Cost	\$236,765.72
Increment	\$2,363.64
Year 12	\$101,000.00
Longevity	5.00%

Years of Service

1	75,000.00
2	77,363.64
3	79,727.27
4	82,090.91
5	84,454.55
6	86,818.18
7	89,181.82
8	91,545.45
9	93,909.09
10	96,272.73
11	98,636.36
12	101,000.00
13	103,777.50
14	106,631.38
15	109,563.74
16	112,576.75
17	115,672.61
18	118,853.60
19	122,122.08
20	125,480.44



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-47

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

RECOMMENDATION OF UNDERWRITERS FOR THE CITY OF PENSACOLA'S AIRPORT SYSTEM REVENUE BONDS, SERIES 2025 (AMT).

RECOMMENDATION:

That City Council select the recommended underwriting syndicate for the Airport System Revenue Bonds, Series 2025 composed of Bank of America Securities, Inc. as the senior managing underwriter and PNC Capital Markets LLC and Raymond James & Associates as co-managing underwriters. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #6: Public Spaces that Connect Communities.

The City proposes to issue approximately \$100,000,000- \$150,000,000 in one or more series of Airport System Revenue Bonds, with an issuance anticipated in 2025 (the "Series 2025 Bonds") to finance the modernization and expansion of the terminal building at Pensacola International Airport ("PNS"). The terminal expansion and the renovation of existing facilities includes the addition of a second concourse along with associated passenger boarding bridges, expansion of the passenger screening area, expansion of the aircraft apron area, upgrades to the baggage handling system, additional baggage claim carousals, replacement/refurbishment of existing passenger boarding bridges, expansion of vertical circulation, and the addition of a CUP and rooftop HVAC units. Because of the size of the transaction, the lack of any other publicly offered City airport revenue debt outstanding, and benefits of premarketing the bonds to potential investors, PFM Financial Advisors LLC ("PFM"), as the City's Financial Advisor, recommended the City pursue a negotiated bond offering as the most suitable method of financing for the transaction.

The City and PFM, on behalf of the City, distributed a request for proposals ("RFP") on August

26, 2024, to a list of local, regional, and national financial institutions to serve as underwriter for the Series 2025 Bonds. Prior to the submittal deadline (2:00 pm ET on October 4, 2024) the City received eight (8) responsive proposals from the following institutions: Bank of America Securities, Inc., PNC Capital Markets LLC, Raymond James & Associates, RBC Capital Markets LLC, Samuel A. Ramirez & Co., Inc., Siebert Williams Shank & Co., LLC, Truist Securities, and Wells Fargo. All proposers demonstrated expertise and capability of serving as underwriter for the Series 2025 Bonds in their responses. A summary of the proposals prepared by PFM is included in **Exhibit A**.

On November 8, 2024, a selection committee consisting of City staff, joined by PFM as a non-voting resource, met and evaluated the proposals. The selection committee determined that Bank of America Securities Inc., PNC Capital Markets LLC, and Raymond James & Associates provided the best combination of qualifications and responses. These three firms were identified for their comparable ratings strategies, pricing methodologies, and marketing plans that most closely aligned with the City and PFM's outlook on the financing. These firms also demonstrated expertise in serving small-hub airports and an understanding of key financing issues related to PNS, and proposed a favorable borrowing structure and cost. PFM believes the three-firm syndicate structure will best serve PNS by creating a competitive pricing environment, a broad distribution network, and diverse investor base. The selection committee and PFM recommend that the City Council select BofA Securities Inc. as senior managing underwriter, and PNC Capital Markets LLC and Raymond James & Associates as co-managing underwriters on the proposed Series 2025 Bonds.

PRIOR ACTION:

May 25, 2023 - Resolution No. 2023-032 - FDOT public transportation agreement No. 452-606-1-A801 - Design of Terminal Expansion and Renewal

May 25, 2023 - Pensacola International Airport - FDOT public transportation agreement No. 452606-1-A801 - Partial funding; design of terminal expansion and renewal

July 11, 2023 - Revised: Award of architectural and engineering design services for passenger terminal facility expansion at Pensacola International Airport

FUNDING:

The funding for the expenses associated with these underwriters will be taken from the proceeds of the bond at closing.

FINANCIAL IMPACT:

In association with a financing of \$100 million - \$150 million of General Airport Revenue Bonds, the City will pay approximately \$223,268.75 in expenses to the senior underwriter at closing. This is based on average takedown of \$2.23 per bond included in their proposal

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Matthew Coughlin, Airport Director

ATTACHMENTS:

1. Exhibit A - Proposal Summary - Pensacola Airport

PRESENTATION: No

			BofA Securities, Inc.	PNC Capital Markets LLC	Raymond James & Associates
A	1. For Consideration as		Senior or Co-Manager	Senior or Co-Manager	Senior or Co-Manager
	2. Primary Contact		Tom Cai (646) 743-1380 tom.cai@bofa.com	Michael Olliff (813) 602-0499 michael.olliff@pnc.com	D.J. Mehigan (804) 225-1147 dj.mehigan@raymondjames.com
	3. Firm Experience w/ GARB Financings (2019-2024)	Senior	Senior Managed - 47 deals for \$23.B	Senior Managed - 5 deals for \$1.8B	Senior Managed - 26 deals for \$3.1B
		Co-Managed	Co-Managed - 41 deals for \$19.4B	Co-Manager - 9 deals for \$4.3B	Co-Managed - 37 deals for \$10.2B
		Total	Total - 88 deals for \$42.9B	Total - 14 deals for \$6.1B	Total - 63 deals for \$13.3B
	4. UW Counsel	Firm	Sandy MacLennan Squire Patton Boggs (US) LLP	Mark Mustian Nabors, Giblin & Nickerson, P.A.	Mark Mustian Nabors, Giblin & Nickerson, P.A.
Counsel Fee		\$50,000	\$40,000	\$30,000	
B	1.Team Qualifications		- Leading UW for 32 years, w/ regional and Florida airport expertise across support team - #1 senior manager for small hub airports and extensive experience re-introducing credits	- Extensive Florida and Airport experience among banking team - Local relationship manager - Outreach to City/PNS since 2022	- Half of airport banking team has FL presence - Collectively, banking team has >100 years of municipal finance - Team senior managed over \$1B for Miami-Dade County, Broward County, and Palm Beach County airports
C	1. Ratings Strategy		- Pursue at least two ratings, recommend Moody's and S&P - Anticipate PNS will be in lower end of A3 category for Moody's or A-/BBB+ for S&P and Fitch - Kroll only considered for use as third rating - Breakdown of comparable airports' ratings provided - Would assess benefit of bond insurance	- Believes PNS would receive rating of Baa1 from Moody's and provided metrics/ratings for comparable airports - Pursue at least 2 ratings, one from Moody's or S&P and other from Fitch - Kroll only considered as supplemental third rating - Believes City should pursue bond insurance	- Believes S&P should be used over Moody's, as have upgraded 27% of airport ratings post-pandemic - Recommends using Kroll in addition to S&P given the A+ underlying rating on comparable airport which is rated 5 notches lower by Moody's - Days Cash on Hand (>= 600), Debt Service Coverage (2.00x), and Cost per Enplanements (< \$15) noted as metrics (targets) PNS should prioritize for ratings discussions
	2. Pricing Methodology		- Potential benefit of phased financing to leverage interest rate cuts - Variable rate debt could be valuable mechanism to pay down principal faster - Recommend DSRF and believe insurance will reduce yields 10 bp	- Provided Level DS (All-in TIC: 4.64% AMT; 4.39% Non-AMT) and Wrapped DS Structures (All-in TIC: 4.71% AMT; 4.49% Non-AMT) - Coupons > 5.00% may be valuable for AMT bonds - Proposed capitalized interest through 2028 given discussions w/ City - Highlights SMA and ETF growth for focused investor dynamics	- Provided level, wrapped, and fill-and-wrapped solutions for \$100MM assuming 2 years capitalized interest, bond insurance, and DSRF - Recommends Fill DS Structure (All-in TIC: 4.74%) that provides 2.08x MADS coverage - Level DS Structure (All-in TIC: 4.66%) provides most capacity beyond FY 2039, but also results in lowest MADS coverage at 1.81x - Wrapped DS Structure (All-in TIC: 4.79%) provides the 2.07x MADS coverage
	2. Marketing Strategy		- Publish notice on EMMA - POS posted two weeks prior to pricing - Provide internet roadshow, promotional video, & one-on-one calls to increase investor interest - Willing to prioritize Florida retail - Reverse inquiries and market conditions will be considered when assessing structure, insurance, call options, and coupons	- Commit to investor roadshow presentation, one-on-one investor meetings, education amongst PNC's salesforce - Publish notice on EMMA - POS posted at least one week prior to pricing	- Publish notice on EMMA - Post POS and investor presentation (slides only) 8-9 days before pricing - Promote issue via Bloomberg and The Bond Buyer - Sales webinar (internally or with syndicate) - One-on-one calls with investors
	3.. Master Resolution Commentary		- Alter or add definitions for: "Authorized Investments", "available revenues", "balloon bonds", "paying agent", "qualified self insurance", "transfers" - Revise Section 21 to remove requirement of investor consent in writing and have deemed consent from investors by purchasing bonds	- In Section Q, notes that (ii) is not Annual Debt Service nor MADS - Recommend inclusion of Kroll as possible rating, and alter non-Moody's rating to "A" in definition of Qualified Hedge Agreement	- Eliminate Renewal and Replacement Fund in Section 16.A(v) - In Section 16.B(2)(c), change Maintenance and Operating Fund to Operation and Maintenance Fund - In Section 16.B(3), change reference to R&R fund to "fund" instead of "account" - Change Reserve Fund and DSRF rating requirement to one agency - Reduce current 1.30x to 1.25x to be consistent throughout ABT and Rate Covenant
D	1. UW Expenses	Avrg. Takedown Fees (\$ / Bond)	\$2.23	\$2.00	\$1.95
		Estimated Amount per \$100MM	\$223,268.75	\$200,000.00	\$195,614.25

			RBC Capital Markets, LLC	Samuel A. Ramirez & Co., Inc.	Siebert Williams Shank & Co., LLC
A	1. For Consideration as		Senior or Co-Manager	Senior or Co-Manager	Senior or Co-Manager
	2. Primary Contact		Tom A. Yang (415) 445-8206 tom.a.yang@rbccm.com	Guy Nagahama (617) 413-1772 guy.nagahama@ramirezco.com	Annie Hardy (617) 337-4022 ahardy@siebertwilliams.com
	3. Firm Experience w/ GARB Financings (2019-2024)	Senior	Senior Managed - 7 deals for \$876MM	Senior Managed - 16 deals for \$6.7B	Senior Managed - 19 deals for \$10.8B
		Co-Managed	Co-Managed - 24 deals for \$14B	Co-Managed - 66 deals for 41.3B	Co-Managed - 64 deals for \$38B
		Total	Total - 31 deals for \$15.6B	Total - 83 deals for \$48B	Total - 83 deals for \$48.8B
	4. UW Counsel	Firm	Mark Mustian Nabors, Giblin & Nickerson, P.A.	Camille Evans Endow Law P.A.	Squire Patton Boggs (US) LLP
Counsel Fee		\$30,000	\$25,000	\$45,000 - \$50,000	
B	1.Team Qualifications		- Roughly 20 years of underwriting experience for each member of desk - Banking team will be led by one Florida banker and RBCCM banker with roughly 30 years of experience leading airport transactions - Financings for several large airports, in addition to small hubs sited	- #3 underwriter of airport bonds nationally, participating in nearly 50% of volume - 25 years average municipal bond sales experience among distribution team	- Large banking team including SWS's head of transportation, an airport specialist, and regional support - SWS has been #1 ranked M/WBE book-running senior manager for airport financings over last 25 years
C	1. Ratings Strategy		- Recommends PNS seek one rating given that not frequent issuer - Based on scorecard analysis (anticipate A-/BBB+) and post-pandemic change in ratings for airports, City should pursue a rating from S&P - Obtain an indicative rating from Kroll - Comparable airport ratings provided	- Believes single rating sufficient - Recommends rating from Moody's or S&P, with final selection following confidential ratings assessment from both - Anticipate Moody's A3 and S&P A - Site liquidity and financial flexibility being vulnerable	- Recommends ratings from two agencies, with one being from Moody's or S&P and supplemental or third rating being from Kroll - Prospective ratings provided for each agency (Moody's: A3, S&P: A-/BBB+, Fitch: BBB+, Kroll: A+) - Listed notable facts for inclusion in ratings discussions (i.e. record enplanements in FY 2023 and 19.3% increase in revenues, increased presence of low-cost carriers)
	2. Pricing Methodology		- Propose wrapped DS structure (All-in TIC: 4.97%) assuming 2 years of capitalized interest, DSRF, and 10-year par call - Expect 40-60 spread premium for AMT - Supports coupon flexibility with 5.00%-5.25% coupons anticipated - Breakeven analysis provided for insurance consideration	- Supports City's wrapped structure of 2025 bonds with 30-year maturity - Suggests demand is high for taxable bonds with "clean" call structures - Potential to leverage yield curve by amortizing AMT bonds in 20-30 year range where demand high and amortizing Non-AMT bonds shorter	- Believes insurance could reduce yields by 10bps - Highlighted possibility to attain surety policy for DSRF rather than funding through bond proceeds
	2. Marketing Strategy		- Commits to investor education and premarketing via roadshow, one-on-one calls, and investor relations website - Publish EMMA notice three weeks in advance of pricing	- Recommend receiving bids from AGM/BAM, but marketing uninsured scale - Generally does not recommend the use of DSRF unless is rating benefit - Commit to posting POS two weeks in advance, conducting an online roadshow and one-on-one calls	-Provide an investor roadshow and POS at least 10 days before pricing - Investors invited to one-on-one calls and salesforce will be educated on credit - Publish notice on EMMA or Bloomberg a month in advance of pricing
	3.. Master Resolution Commentary		- In Section 16.A, add/create separate PFC fund for transparency purposes - Suggests paragraph 2 and 4 of Section 16.I be removed - Recommends changing Historical Bonds Test to standardized 12 out of 18 months rather than 24 months	- Recommends revising or including definitions for: "airport facilities", "annual debt service requirements", "available CFC revenues", "CFC project", "certified interest rate", "operation and maintenance expenses", "pledged funds", "released revenues", and "reserve requirement" - Other changes noted for Section 16.B, Section 16.D, and Section 20 - Delete Section 16(1)(2)(3)(4) and Section 16.R	- Provide definitions for "variable rate debt", "swaps", "synthetic fixed rate debt", "credit provider", "commercial paper" - Change definition of 3 prong test to 10% of aggregate outstanding principal - Make Ballon Bonds 25% of original principal maturing during any fiscal year - In Section Q(1)(a)(ii), change to 1.25 time Maximum Aggregate Annual DS
D	1. UW Expenses	Avrg. Takedown Fees (\$ / Bond)	\$2.50	\$2.35	\$2.19
		Estimated Amount per \$100MM	\$250,000.00	\$234,618.75	\$219,273.75

			Truist Securities	Wells Fargo
A	1. For Consideration as		Senior or Co-Manager	Senior or Co-Manager
	2. Primary Contact		KayDee Hoard (706) 491-5946 KayDee.Hoard@Truist.com	John Generalli (813) 225-4426 john.generalli@wellsfargo.com
	3. Firm Experience w/ GARB Financings (2019-2024)	Senior	Senior Managed - 9 deals for \$5.1B (Includes experience at prior firms)	Senior Managed - 10 deals for \$3.4B
		Co-Managed	Co-Managed - 13 deals for \$7.1B (Includes experience at prior firms)	Co-Managed - 20 deals for \$13.1B
		Total	Total - 22 deals for \$12.2B (Includes experience at prior firms)	Total - 30 deals for \$16.5B
	4. UW Counsel	Firm	Michael Wiener, Holland & Knight LLP Emily Magee, Butler Snow LLP	Mark Mustian Nabors, Giblin & Nickerson, P.A.
Counsel Fee		\$35,000 for either	\$40,000	
B	1.Team Qualifications		- Banking team co-led by Directors w/ over 30 years of combined experience, as well as regional and airport expertise - Truist's underwriting desk has over 60 years of combined experience	- Banking team will be co-led, with two leaders individually possessing over 30 years of experience - Co-leads have airport and Florida expertise (located in Tampa) - Additional support to banking team possesses experience with large and small hub airports
C	1. Ratings Strategy		- Recommends using two ratings from Moody's (projected Baa1) and S&P - Provided comparable small-hub airport ratings - States investors have not valued ratings from Kroll - Will monitor and provide cost-benefit analysis on insurance	- Recommends ratings from Moody's, with a projected A3, and S&P - Heavily emphasized DS coverage and liquidity metrics - If desired, indicative ratings could be obtained prior to the rating process - Kroll could be considered as a possible third rating - Believes City should consider bond insurance in lieu of cash funding DSRF
	2. Pricing Methodology		- Recommends level DS structure with interest only through 2028 and DSRF - Wrapped structure was considered, but deferral of principal to after 2039 is not attractive in current rate environment - Believe flexibility for 5% or 5.25% coupons should be maintained	- Recommend 30-year wrapped DS structure, with 2 years of capitalized interest and DSRF (All-in TIC of 4.61%) - Level DS structure and 25-year wrapped DS structure also provided, but not recommended given increase in coverage concerns and lack of interest in intermediate section of curve - Believes insurance could reduce yields by 10-15 bps, breakeven premium on almost all maturities is 40 bps - PFC Revenues could be utilized to bolster credit
	2. Marketing Strategy		- Commits to helping investors understand PNSs' credit through internet roadshow, presentations, one-on-one calls and possibly a video - Will identify and target key accounts with FL retail priority - POS distributed at least one week before pricing	- Highlight significant increases in total traffic since rebounding from pandemic, diverse carrier mix, and conservative public market debt - Commits to providing investor presentation/roadshow, EMMA notice announcing transaction, and posting POS 10-14 days before pricing - Additional marketing could include one-on-one meetings and/or site visits/drone videos
	3.. Master Resolution Commentary		- Regarding variable rate bonds, alter definitions of when bonds shall be deemed to bear interest - Notice of redemption will require no less than 20 days rather than 30 - In Section 16.P, reference to "Subsection P below" should be to "Subsection Q below" - For Additional Parity Bonds, change reference of 1.30 times to 1.25 times and working of Section 16.Q	- In Section 16 Q regarding additional parity obligations, revert back to either/or coverage structure rather than compound - Include Kroll in naming of rating agencies - Add "A" as acceptable rating for hedge agreement ratings - Add rebate fund as defined fund - Consider including peer-to-peer agreements and Transportation Network Companies definitions
D	1. UW Expenses	Avg. Takedown Fees (\$ / Bond)	\$2.50	\$2.50
		Estimated Amount per \$100MM	\$250,000.00	\$250,000.00



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-18

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF INTERLOCAL AGREEMENT BETWEEN CITY OF PENSACOLA AND ESCAMBIA COUNTY - DR. MARTIN LUTHER KING, JR. DRIVE/ALCANIZ STREET AND DAVIS HIGHWAY TWO-WAY CONVERSION PROJECT

RECOMMENDATION:

That City Council approve an Interlocal Agreement between the City of Pensacola and Escambia County related to the Dr. Martin Luther King, Jr. Drive/Alcaniz Street and Davis Highway two-way roadway conversion. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Interlocal Agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities.

The City of Pensacola desires to produce engineered construction plans for the conversion of the one-way street pair of MLK Drive / Alcaniz Street and Davis Street / Davis Highway (both SR 291) each to two-way roadway facilities from Gregory Street (US 98) to just north of Hart Drive. The total roadway length is 4.83 miles per FDOT's straight line diagram. The project primarily lies within the Eastside Neighborhood & CRA area of the City and was the focus of a 2020 Study conducted by the Emerald Coast Regional Council (ECRC) which found that the two-way conversion was feasible with respect to traffic. Small portions of the north end of the roadway pair are located outside the Pensacola city limits. However, the project is clearly supported by Escambia County and their ultimate execution of this Interlocal Agreement and subsequent contribution of funds. FDOT has near-future plans to begin design of the resurfacing and improvements of the one-way pair in their existing condition.

PRIOR ACTION:

FUNDING:

Budget:	\$400,000	American Rescue Plan Funds
	\$200,000	Funding contributed from LOST Paving Account - To be Reimbursed via ILA w/ Esc. County
	\$ 600,000	TOTAL
Actual:	\$592,608.00	Engineering Scope and Fee for Design Services w/ HDR Engineering, Inc.
	\$592,608.00	TOTAL

FINANCIAL IMPACT:

A total appropriation of \$600,000.00 is available between the American Rescue Plan Funds and the LOST Paving Funds. As described above, this interlocal agreement will result in reimbursement of the \$200,000.00 amount via Escambia County's financial contribution. A supplemental budget resolution will be sent to Council for approval following Escambia County's adoption of this interlocal agreement,

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Tootle, Public Works & Engineering Director

ATTACHMENTS:

1. Interlocal Agreement

PRESENTATION: No

Interlocal Agreement

City of Pensacola,
Florida

Escambia County,
Florida

**Interlocal Agreement
Between The City of Pensacola, Florida and
Escambia County, Florida**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida (the “City”), with administrative offices at 222 W. Main Street, Pensacola, Florida 32502 and Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (the “County”) (each referred to as a “party” or “parties”).

RECITALS:

Whereas, segments of certain roadways in the City of Pensacola and Escambia County identified as SR 291, Doctor MLK Jr. Drive, Alcaniz Street & Davis Highway currently provide for 1-way, 2-lane travel (collectively, the “Roadways”) and experience multiple traffic safety issues, which oftentimes lead to vehicular conflicts;

Whereas, over the previous 5 years approximately 440 vehicular crashes have occurred along the Roadways, which equates to approximately 88 crashes per year or 7 crashes per month;

Whereas, conversion of the Roadways to provide for 2-way, 2-lane travel and the installation of related traffic operational improvements, enhanced traffic control measures, traffic signalization upgrades, multi-modal improvements, and the like will result in safer corridors for all users (collectively, the “Conversion Project”);

Whereas, the City and County have substantial experience and expertise in public infrastructure design, construction, and regulation in their respective jurisdictions, and desire to work together towards design and construction of the Conversion Project;

Whereas, the City and County anticipate such Conversion Project will further the public interest, assist in efforts to reduce traffic fatalities and severe injuries on roadways, and meet several City and County strategic, community redevelopment, and traffic safety plans; and

Whereas, this Agreement is entered into pursuant to and under the authority of Section 163.01, Florida Statutes (The Florida Interlocal Cooperation Act) which permits the parties to enter into interlocal agreements and thereby cooperatively utilize their respective powers and resources in the most efficient manner possible.

NOW THEREFORE, in consideration of the mutual benefits and obligations herein set forth and for other good and valuable consideration receipt of which is hereby acknowledged, the City and County agree as follows:

WITNESSETH

1. **Recitals.** The recitals above are declared to be true and correct and are hereby incorporated into this Agreement.

2. **Funds.** Within 30 days from Effective Date of this Agreement, the County shall deliver payment to the City in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00.), which amount shall be used by the City solely for costs incurred by the City related to the design of the Conversion Project, including without limitation engineering and design costs, legal expenses, and permitting fees (collectively, the “Design Costs”). The current estimate of those Design Costs is included in Appendix A attached hereto totaling \$592,608.00. The remaining balance of the Design Costs totaling \$392,608.00 will be paid for by the City. Within 60 days following completion of the Conversion Project, the City will return to the County any amount by which the actual Design Costs were less than \$200,000.00.

3. **Schedule.** The City will execute the planning, design, review, and permitting (aka design phase) of the Conversion Project as expeditiously as reasonably practicable, with the City’s goal to enter into a contract for design of the Conversion Project within 60 calendar days from the Effective Date.

4. **City Responsibilities.** The City will manage the design phase of the Conversion Project. The City will seek County input at the kickoff of the Conversion Project and comments at each milestone submittal throughout the design phase of the Conversion Project. The City will provide a construction cost estimate at each milestone submittal as well as respond to any related County comments after each milestone design review. If input and comments are not received by the County, the City reserves the right to continue with design. The City will provide engineering professional support as necessary and sufficient to design all portions of the Conversion Project.

5. **County Responsibilities.** The County has 14 calendar days after receipt of design plans at each milestone submittal, to provide the City with its comments as to such design plans. After 60% plans, significant modifications to the design by the County, which result in additional design fees, will be at the expense of the County.

6. **Records.** The City will maintain records relating to design phase services and activities in accordance with its normal practice and will maintain documentation of fees or other compensation for services or expenses paid hereunder in detail sufficient for proper pre- and post-audit. The City and County are both subject to the provisions of Florida’s Public Records Law, Chapter 119, Florida Statutes, and shall allow public access to all documents, papers, letters, or other material subject to the provisions thereof and made or received in conjunction with this Agreement, except as exempted by law, including without limitation the exemptions in section 1004.28, Florida Statutes. Refusal by either party to allow lawful public records access shall be grounds for unilateral cancellation of this Agreement by the other party.

7. **Amendments.** This Agreement may be amended by the mutual written agreement of the parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records pursuant to section 163.01(11), Florida Statutes.

8. **Assignment.** No party to this Agreement may, directly or indirectly, assign or transfer any or all their duties, rights, responsibilities, or obligations under this Agreement without the express prior written approval of the other party to this Agreement.

9. **Severability.** The provisions of this Agreement are severable, and if any of the provisions or any powers granted by this Agreement shall be held unconstitutional, invalid, or void by any court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected or impaired.

10. **Controlling Law; Venue.** Any action arising from, related to, or seeking to enforce any provision of this Agreement shall be governed by the laws of the State of Florida. The venue shall be the state courts of Escambia County, Florida.

11. **Third Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any third-party person, firm, or corporation, any right, remedy, or claim, legal or equitable.

12. **Not Construed Against Drafter.** No party shall be deemed to be the drafter of this Agreement, and no provision hereof shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

13. **Notices.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement shall be deemed sufficiently given when sent by registered mail, return receipt requested, or by personal hand delivery:

To the County:

Wesley Moreno
County Administrator
Escambia County
221 Palafox Place
Pensacola, FL 32502

To the City:

Tim Kinsella
City Administrator
City of Pensacola
222 W. Main Street
Pensacola, FL 32502

The addresses to which any notice, demand, or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above.

14. **Effective Date.** This Agreement shall become effective immediately upon filing with the Clerk of the Circuit Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes. The City shall be responsible for its filing.

15. **Term.** This Agreement will remain in full force and effect from the Effective Date until completion of the construction and funding obligations herein or such time as it is terminated by either party with or without cause upon ten (10) days written notice to the other party hereto.

[A separate signature page follows.]

CITY OF PENSACOLA, FLORIDA

ATTEST:

City Clerk (seal)

Legal in form and execution:

City Attorney

Sign: _____
Print: _____
Title: _____
Date: _____

ESCAMBIA COUNTY, FLORIDA

Sign: _____
Print: _____
Title: _____
Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-88

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 25-009 - STORMWATER PONDS MAINTENANCE CONTRACT

RECOMMENDATION:

That City Council award Bid # 25-009, Stormwater Ponds Maintenance contract to Green Energy Contracting, LLC of Holt, FL, the lowest and most responsible bidder with a base bid of \$97,808.75. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods.

Over the past decade, the City of Pensacola has undertaken an aggressive program to address the quality of its stormwater discharges to local waterways. Due to the considerable number of stormwater ponds and outfall ditches, the City does not have the resources to maintain in-house and has thus opted to outsource this activity.

Stormwater pond maintenance services covered by this contract include mowing, minor tree trimming, litter or debris removal, minor fence repairs, and maintenance of adjacent rights-of-way. Each pond or ditch will receive maintenance at least monthly during the growing season (March to October), and depending on location, some will receive service on a bi-weekly basis. Additionally, the contractor will be responsible for all traffic control and for restoration of landscaped areas should their equipment cause any damage.

This is a one-year contract with an option of up to two (2) one-year renewals at the discretion of the City.

PRIOR ACTION:

FUNDING:

Budget: \$400,000 FY25 (Fund 109) Stormwater Pond Maintenance
Actual: \$97,808.75 FY25 (Fund 109) Stormwater Pond Maintenance

FINANCIAL IMPACT:

Funds are currently appropriated in the Public Works & Engineering Department within Fund 109 (Stormwater Operating). This is a 12-month contract, and the total cost of the award is \$97,808.75.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Tootle, PE, Director of Public Works & Engineering

ATTACHMENTS:

1. 25-009 Bid Tabulation

PRESENTATION: No

TABULATION OF BIDS

DRAFT

BID NO: 25-009

TITLE: STORMWATER PONDS MAINTENANCE CONTRACT

SUBMITTALS DUE:	GREEN ENERGY	ESCAPE	GULF COAST	CUTS N	A CUT ABOVE
12/0924, 2:30 P.M.	CONTRACTING, LLC	LANDSCAPING	ENVIRONMENTAL	BEYOND	LANDSCAPING
DEPARTMENT:			CONTRACTORS, INC.		
Public Works	Holt, FL	Pensacola, FL	Pensacola, FL	Pensacola, FL	Pace, FL

Base Bid	\$97,808.75	\$104,040.00	\$123,980.20	\$149,686.00	\$168,992.45
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S/M/W/VBE Vendor		SBE	MBE/WBE		
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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-113

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Charles Bare

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

RECOMMENDATION:

That City Council approve funding of \$1,500 to the Escambia County Public School Foundation for Excellence for the Washington High School Drama Program from the City Council Discretionary Funds for District 2.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

Established in 1986, the Escambia County Public Schools Foundation for Excellence is recognized as the district-wide education foundation for public schools in Escambia County.

They work collaboratively with school leaders to determine how and where private-sector investment and volunteer involvement can have the greatest impact on student success. Acting as the fiscal agent for the Washington High School Drama Program, the funds will be used to help offset costs associated with a student from Washington High School competing in the 2024 Florida Senior Thespian State Festival. This festival provides the opportunity for students to participate in a variety of workshops, one-act performances, classes, and technical theater events led by theatre professionals from around the country. The festival is an educational event for high school students and will be held in Tampa, Florida on March 19 - 22, 2025.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget:	\$ 5,627	FY 2024 District 2 Discretionary Funds
	<u>10,700</u>	FY 2025 District 2 Discretionary Funds
	<u>\$ 16,327</u>	
Actual:	\$ 1,500	Escambia County Public School Foundation for Excellence

FINANCIAL IMPACT:

A balance of \$5,627 is currently within the District 2 FY 2024 Discretionary Fund Account and \$10,700 within the FY 2025 District 2 Discretionary Fund Account for a total amount of \$16,327. Upon approval by City Council, a balance of \$14,827 will remain in the District 2 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-110

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Casey Jones, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CASEY JONES - DISTRICT 3

RECOMMENDATION:

That City Council approve funding of \$1,500 to The Rosa Verde Foundation and \$500 to The Pensacola Alumni Charity Foundation from the City Council Discretionary Funds for District 3.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The Rosa Verde Foundation was founded in 2019 and is dedicated to empowering the youth of Escambia County by providing financial support for educational advancement through scholarships. Through their ongoing community-based programs, they aim to address significant challenges students face in achieving their full potential. Among these challenges is access to nutritious food, particularly for children who may not have reliable meal sources after school hours. With this in mind, they have implemented a childhood hunger program designed to ensure no child in their program goes hungry. Benefiting from this program are children attending Lincoln Park and Longleaf Elementary schools whose students are often from undeserved families who face food insecurity, especially during weekends and school holidays. To address this issue, they provide backpacks filled with non-perishable food that children can take home. The backpacks contain nutritious meals for breakfast, lunch and dinner and a healthy snack, ensuring these children receive balanced meals while they are away from school. In 2024, their foundation provided 354 food bags and contributed 62 volunteer hours to ensure the success of their initiative. Funds will be used towards this program.

The Pensacola Alumni Charity Foundation aims to create a supportive and inclusive environment for children and seniors from underserved and underrepresented communities.

Our mission is to offer safe spaces and equal opportunities for growth, education, mentoring, and personal development. We are dedicated to ensuring that everyone in the communities we serve has the support and resources needed to achieve their fullest potential. One of their programs is their Spring Educational STEMS and College Tour. Funding will be used to offset the cost of transportation, lodging and feeding the young men and chaperones on a trip to the Jacksonville, Florida areas. The trip is scheduled for this Spring, and they will visit Edward Waters College, the University of North Florida, Embry Riddle University and Bethune Cookman University.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget:	\$ 7,367 FY 2024 District 3 Discretionary Funds
	<u>10,700 FY 2025 District 3 Discretionary Funds</u>
	<u>\$18,067</u>
Actual:	\$ 1,500 Rosa Verde Foundation
	<u>500 Pensacola Alumni Charity Foundation</u>
	<u>\$ 2,000</u>

FINANCIAL IMPACT:

A balance of \$7,367 is currently within the FY 2024 District 3 Discretionary Fund Account and \$10,700 is currently within the FY 2025 District 3 Discretionary Fund Account for a total amount of \$18,067. Upon approval by City Council, a balance of \$16,067 will remain in the District 3 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-12

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Jared Moore

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT JARED MOORE - DISTRICT 4

RECOMMENDATION:

That City Council approve funding of \$800 to Knowledge Ministries, Inc. doing business as the Golden Elite Track and Field Club from the City Council Discretionary Funds for District 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

Founded by Army Veteran Michael Etheredge in 2003, the Knowledge Ministries Inc. DBA Golden Elite Track and Field Club is more than just an organization - it's a community built on faith, fitness and the pursuit of excellence. Their mission is to ignite a passion for physical activity, integrity, and self-respect within our community by utilizing the dynamic platform of track and field. They are dedicated to educating our community about the significance of leading a vibrant, drug-free lifestyle while fostering respect for oneself and others. Through the thrilling world of track and field, they champion the causes of reducing childhood obesity, preventing heart disease and diabetes and advocating for abstinence. Funding will be used to provide scholarships for youth participants to offset the costs associated with their participation in this program.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget:	\$ 9,654	FY 2025 District 4 Discretionary Funds
Actual:	\$ 800	Knowledge Ministries, Inc. d/b/a Golden elite Track and Field Club

FINANCIAL IMPACT:

A balance of \$9,654 is currently within the District 4 Discretionary Fund Account. Upon approval by City Council, a balance of \$8,854 will remain in the District 4 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-92

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Council Vice President Allison Patton

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT ALLISON PATTON - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of \$250 to The Kukua Institute, \$250 to The Gulf Coast Citizen Diplomacy Council, \$250 to Truth for Youth and \$500 to The Pensacola Community Action Network from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The Kukua Institute started in 2016 with a simple goal to save a historic house built around 1884. The home's successful preservation and relocation became the spark for the development of programs and activities that use artificial intelligence, robotics, art, historical and scientific research, and student and community involvement to discover, share, celebrate and grow stories that impact us all. Today, the Institute is a place to grow and share the cultural, intellectual and economic abilities and contributions of African Americans. Funding will be used to further their mission.

The Gulf Coast Citizen Diplomacy Council is a local, nonpartisan nonprofit promoting citizen diplomacy in Northwest Florida by hosting U.S. Department of State exchange programs for experts and youth from around the world. Their mission is to foster global connections by hosting international visitors in our community and creating impactful programming that strengthens ties between Northwest Florida and the world. They are also committed to programming that empowers local teens to develop global awareness and leadership skills through hands-on experiences. Their Youth Diplomats Program is an 11-month experiential learning program to equip and empower teens in Northwest Florida to become active global citizens. They meet once a month to explore topics in global affairs and diplomacy. In the

process, they will build leadership and intercultural communication skills as well as discover scholarships, college and career options and network with global experts. Funding will be used to support a community coffee where international professionals meet and mingle with Northwest Florida Influencers.

Truth for Youth serves as an advocate for the youth of Escambia County, Santa Rosa County and the surrounding area. Their mission is to create and provide educational, recreational, cultural and social programs for youth ages 6-16. Their programs are designed to challenge at-risk youth to engage in wholesome activities by providing healthy and creative opportunities for education, social exchange and personal development. Their activities promote and encourage academic excellence, moral and civic responsibility, self-esteem, positive self-image, confidence, pride, discipline and respect for self and others. Funds will be used towards their mission.

The Pensacola Community Action Network began operating in early 2015 with the goal of providing financial and administrative support for individuals and small organizations working toward environmental and social goals while allowing donors to feel comfortable that their contributions are being utilized in the way intended. They support a healthy and resilient community by helping outstanding environmental and social projects realize their overall mission. One of the projects they sponsor is Bike Pensacola, which is a coalition of bicyclists, bike clubs, bike shops, and like organizations working to improve conditions for bicycling in Pensacola. Each month they explore the quiet, scenic streets of Pensacola's many historic neighborhoods for a fun and leisurely ride. Funds will be used to sponsor one of Bike Pensacola's Slow Rides.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget:	\$ 8,600	FY 2024 District 6 Discretionary Funds Balance
	<u>10,700</u>	FY 2025 District 6 Discretionary Funds Balance
	<u>\$ 19,300</u>	

Actual:	\$ 250	Kukua Institute
	250	Gulf Coast Diplomacy Council
	250	Truth for Youth
	<u>500</u>	Pensacola Community Action Network
	<u>\$ 1,250</u>	

FINANCIAL IMPACT:

A balance of \$8,600 is currently within the FY 2024 District 6 Discretionary Fund Account and \$10,700 within the FY 2025 District 6 Discretionary Fund Account for a total amount of \$19,300. Upon approval by City Council, a balance of \$18,050 will remain in the District 6 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-95

City Council

2/13/2025

PUBLIC HEARING

SPONSOR: DC Reeves, Mayor

SUBJECT:

PUBLIC HEARING - RELATED TO THE DOWNTOWN IMPROVEMENT BOARD'S (DIB) EXEMPTION FROM THE URBAN CORE COMMUNITY REDEVELOPMENT AREA'S TAX INCREMENT FINANCING (TIF)

RECOMMENDATION:

That City Council hold a public hearing on February 13, 2025 to consider the Downtown Improvement Board's (DIB) exemption from the Urban Core Community Redevelopment Area's Tax Incremental Financing (TIF).

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #6: Public Spaces that Connect Communities and Goal #8: Neighborhoods that Celebrate Culture and Honor Legacy.

Pursuant to Chapter 163.387, Florida Statutes, the City must hold a public hearing on the Downtown Improvement Board's (DIB) request for exemption from the Urban Core Community Redevelopment Area's Tax Incremental Financing (TIF) contribution. In 1972, a Special Act of the Florida legislature was passed creating the Pensacola Downtown Improvement Taxing District, as was subsequently amended. The Special Acts are codified in the City code. The Pensacola Downtown Improvement Taxing District is a dependent special district, and separate legal entity, created by the City. Taxes imposed within the Pensacola Downtown Improvement Taxing District boundaries are imposed by the City upon request of the Downtown Improvement Board (DIB). Therefore, pursuant to the redevelopment statutes, the DIB is considered a "taxing authority."

In 1984, City Council adopted Ordinance No. 13-84 creating a Redevelopment Trust Fund or Tax Incremental Financing ("TIF") District to fund the Urban Core Community Redevelopment Area. The ordinance established that all taxing authorities, except school districts and water management districts, were required to annually appropriate and pay into the Urban Core Redevelopment Trust Fund in order to fund community redevelopment activities pursuant to Chapter 163, Part III of the Florida Statutes. Since the Pensacola Downtown Improvement

Taxing District boundaries lie within the boundaries of the Urban Core Community Redevelopment Area, the taxing authority is required to annually contribute to the TIF unless otherwise exempted by the City.

On July 15, 2024, the Community Redevelopment Agency (CRA) recommended that City Council authorize exemption of the DIB contribution to the Urban Core TIF. The DIB's written request for the exemption is attached.

PRIOR ACTION:

July 15, 2024 - The CRA Board met and considered DIB's request to be exempted from the annual TIF payment.

July 15, 2024 - The CRA Board met and recommended that City Council exempt the DIB from the annual TIF payment.

FUNDING:

If the exemption is approved by City Council, the Pensacola Downtown Improvement Taxing District would no longer contribute to the Urban Core Trust Fund in future fiscal years. Revenues obtained from the Pensacola Downtown Improvement Taxing District assessment would be retained by the Downtown Improvement Board (DIB) to be used in accordance with its approved annual budget.

FINANCIAL IMPACT:

Budget	\$680,000	Estimated FY25 DIB required contribution
Actual	<u>\$680,000</u>	Removed from the Urban Core Redevelopment Trust Fund
Total	\$680,000	

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Erica Grancagnolo, Economic Development Director

ATTACHMENTS:

1. DIB TIF Exemption Request 11.8.24

PRESENTATION: No



226 S Palafox Place, Ste 106
Pensacola, Florida, 32502
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downtownpensacola.com

November 8, 2024

Mayor Reeves

City of Pensacola
222 W Main Street
Pensacola, FL 32502

Subject: Request for Exemption from the Pensacola Urban Core CRA Redevelopment Trust Fund

Mayor Reeves,

I am writing on behalf of the Pensacola Downtown Improvement Board (DIB) to formally request an exemption from contributing to the Pensacola Urban Core CRA Redevelopment Trust Fund, in accordance with the provisions outlined in **Section 163.387(2)(c)** of the Florida Statutes.

The Downtown Improvement Board has been serving the needs of downtown Pensacola with a primary focus on enhancing the vitality, growth, and economic development of the downtown core. We believe that an exemption from the CRA Redevelopment Trust Fund will better position the DIB to carry out its specific mission of maintaining, improving the downtown area, and marketing to tourist, which aligns with the broader objectives of the CRA but allows for activity currently not authorized by state statute for CRA funds to be utilized on. We respectfully submit the following points, attached, in support of our request.

- 1) The legal name of the special district requesting the exemption
 - a. Pensacola Downtown Improvement Board
- 2) Explanations of how the special district would be impacted by the exemption, including but not limited to, the following:
 - a. The fiscal and operational impact on the special district.
 - i. Reduced Financial Burden: Exemption from contributing to the Redevelopment Trust Fund would alleviate the financial obligations of the DIB, allowing it to allocate resources directly to its core functions such as downtown beautification, marketing, and economic development that is typically constrained by the DIB utilizing CRA dollars under the current ILA.
 - ii. Operational Autonomy: Being exempt from the CRA would enable the DIB to exercise more autonomy in decision-making, avoiding overlapping responsibilities with the CRA and allowing the board to focus solely on its downtown-specific goals.
 - b. The benefit to the specific purpose for which the special district was created.
 - i. Downtown Focused Development: The DIB was created specifically to improve the downtown Pensacola area. By being exempt, the DIB can focus its resources and efforts solely on the unique needs of downtown businesses and residents, rather than being part of the broader CRA framework, which may have different priorities across the urban core.

- ii. Tailored Approach: Exemption would allow the DIB to maintain its specialized approach to economic growth, cultural development, and maintaining downtown's vibrancy without needing annual approval by the CRA of a workplan.
- b. The benefit of the activities of the special district to the approved community redevelopment plan.
 - i. Complementary Efforts: Rather than duplicating the CRA's initiatives, the DIB's focus on downtown improvements will complement the larger goals of the community redevelopment plan by offering targeted actions that directly improve economic vitality in the city's core. An exemption would also benefit both the CRA and DIB in collaborating on future projects that may not have been possible in the past by using solely CRA funds from both the DIB and CRA.
 - ii. Enhanced Outcomes: By allowing the DIB to operate independently, the city can achieve better, more specific outcomes for downtown, which would enhance overall redevelopment efforts by reducing bureaucracy and speeding up project completion.
- c. The benefit of the activities of the special district to the area of operation of the City.
 - i. Concentration of Efforts: The DIB's exemption would allow it to concentrate its efforts on enhancing the downtown area's appeal, benefiting the city by attracting more visitors, businesses, and residents, which would ultimately drive tax revenue and contribute to citywide economic development.
 - ii. Efficient Use of Resources: By exempting the DIB, the city can continue to ensure that the organization's funds are being used most efficiently to benefit the downtown area with oversight by the Pensacola City Council.

Walker Wilson

Walker Wilson

Executive Director

Downtown Improvement Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-86

City Council

2/13/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 14-24 - RELATED TO THE DOWNTOWN IMPROVEMENT BOARD'S (DIB) EXEMPTION FROM THE URBAN CORE COMMUNITY REDEVELOPMENT AREA'S TAX INCREMENT FINANCING (TIF)

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 14-24 on first reading.

AN ORDINANCE AMENDING ORDINANCE NO. 13-84 TO PROVIDE FOR THE EXEMPTION OF THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD FROM THE OBLIGATION TO ANNUALLY CONTRIBUTE TAX INCREMENT REVENUES TO THE REDEVELOPMENT TRUST FUND ESTABLISHED FOR THE URBAN CORE COMMUNITY REDEVELOPMENT AREA; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #6: Public Spaces that Connect Communities and Goal #8: Neighborhoods that Celebrate Culture and Honor Legacy.

In 1972, a Special Act of the Florida legislature was passed creating the Pensacola Downtown Improvement Taxing District, as was subsequently amended. The Special Acts are codified in the City code. The Pensacola Downtown Improvement Taxing District is a dependent special district, and separate legal entity, created by the City. Taxes imposed within the Pensacola Downtown Improvement Taxing District boundaries are imposed by the City upon request of the Downtown Improvement Board (DIB). Therefore, pursuant to the redevelopment statutes, the DIB is considered a "taxing authority."

In 1984, City Council adopted Ordinance No. 13-84 creating a Redevelopment Trust Fund or Tax Incremental Financing ("TIF") District to fund the Urban Core Community Redevelopment Area. The ordinance established that all taxing authorities, except school districts and water management districts, were required to annually appropriate and pay into the Urban Core Redevelopment Trust Fund in order to fund community redevelopment activities pursuant to

Chapter 163, Part III of the Florida Statutes. Since the Pensacola Downtown Improvement Taxing District boundaries lie within the boundaries of the Urban Core Community Redevelopment Area, the taxing authority is required to annually contribute to the TIF unless otherwise exempted by the City.

On July 15, 2024, the Community Redevelopment Agency (CRA) recommended that City Council authorize exemption of the DIB contribution to the Urban Core TIF. The DIB's written request for the exemption is attached.

This Ordinance amends existing Ordinances to exempt DIB from payment of the annual tax increment that would otherwise be due into the Urban Core Redevelopment Trust Fund.

Pursuant to Chapter 163.387, Florida Statutes, the City must consider the following factors in its decision to approve an exemption to the TIF contribution:

- Any additional revenue sources of the community redevelopment agency which could be used in lieu of the special district's tax increment.
- The fiscal and operational impact on the community redevelopment agency.
- The fiscal and operational impact on the special district.
- The benefit to the specific purpose for which the special district was created. The benefit to the special district must be based on specific projects contained in the approved community redevelopment plan for the designated community redevelopment area.
- The impact of the exemption on incurred debt and whether such exemption will impair any outstanding bonds that have pledged tax increment revenues to the repayment of the bonds.
- The benefit of the activities of the special district to the approved community redevelopment plan.
- The benefit of the activities of the special district to the area of operation of the local governing body that created the community redevelopment agency.

PRIOR ACTION:

July 15, 2024 - The CRA Board met and considered DIB's request to be exempted from the annual TIF payment.

July 15, 2024 - The CRA Board met and recommended that City Council exempt the DIB from the annual TIF payment.

FUNDING:

Budget:	<u>\$680,000</u>	Estimated FY25 DIB required contribution
Actual:	\$680,000	Removed from the Urban Core Redevelopment Trust Fund
	<u>\$680,000</u>	TOTAL

FINANCIAL IMPACT:

Adoption of this Ordinance will exempt DIB from the required payment into the Urban Core Redevelopment Trust Fund. If the exemption is approved by City Council, the Pensacola Downtown Improvement Taxing District would no longer contribute to the Urban Core Trust Fund in future fiscal years. Revenues obtained from the Pensacola Downtown Improvement Taxing District assessment would be retained by the Downtown Improvement Board (DIB) to be used in accordance with its approved annual budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/19/2024

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Erica Grancagnolo, Economic Development Director

ATTACHMENTS:

1. Proposed Ordinance No. 14-24
2. Business Impact Analysis Report - PROPOSED ORDINANCE 14-24
3. DIB TIF Exemption Request 11.8.24

PRESENTATION: No

**PROPOSED
ORDINANCE NO. 14-24**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 13-84 TO
PROVIDE FOR THE EXEMPTION OF THE PENSACOLA
DOWNTOWN IMPROVEMENT BOARD FROM THE
OBLIGATION TO ANNUALLY CONTRIBUTE TAX
INCREMENT REVENUES TO THE REDEVELOPMENT TRUST
FUND ESTABLISHED FOR THE URBAN CORE COMMUNITY
REDEVELOPMENT AREA; AND PROVIDING AN EFFECTIVE
DATE.**

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared as follows:

(A) Pursuant to Resolution No. 54-80 adopted by the City Council on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council found and determined that an area designated therein as the "Pensacola Inner City" is a blighted area as therein described, that a combination of rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary, that there exists a need for a community redevelopment agency to function in the City to carry out community redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes (the "Act"), and that the Pensacola Inner City is appropriate for community redevelopment projects and is thereby designated a community redevelopment area.

(B) Pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, and as readopted and reaffirmed pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council declared itself to be the "Community Redevelopment Agency" in the City and vested all rights, powers, duties, privileges and immunities vested in a community redevelopment agency pursuant to Part III, Chapter 163, Florida Statutes, in the City Council, subject to all responsibilities and liabilities imposed or incurred, and enumerated certain powers of an Executive Committee therein described and certain powers of the City Council.

(C) Resolution No. 22-10 adopted by the City Council on August 19, 2010, amended the composition of the Agency pursuant to the City's Charter which became effective on January 10, 2011, such that the Agency be comprised of the members of the City Council seated pursuant to the Charter and that such City Council assume the powers of the Executive Committee therein dissolved. An Interlocal Agreement dated April 12, 2017, between the City and the Agency, provides the Mayor certain executive authority and supervision over the daily operations of the Agency for the current Fiscal Year.

(D) Pursuant to Resolution No. 65-81 adopted by the City Council on September 22, 1981, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Core Community Redevelopment Area" is a blighted area as therein described and that the rehabilitation, conservation and redevelopment is necessary and in the public interest.

(E) On January 14, 2010, the City Council adopted Resolution No. 02-10 approving an "Urban Core Community Redevelopment Plan 2010" for the Urban Core Community Redevelopment Area (the "Redevelopment Plan").

(F) Ordinance No. 13-84 enacted by the City Council on March 8, 1984 (the "Trust Fund Ordinance") established the Urban Core Community Redevelopment Trust Fund (the "Redevelopment Trust Fund") and provided that the tax increment revenues allocated to and deposited in such fund (the "Tax Increment Revenues") shall be used for the purpose of financing the implementation of the Redevelopment Plan.

(G) As required by Section 163.387 of the Act, the Trust Fund Ordinance provides for the exemption of school districts and water management districts from the obligation to appropriate annual Tax Increment Revenues to the Redevelopment Trust Fund.

(H) The taxing authorities currently appropriating annual Tax Increment Revenues to the Redevelopment Trust Fund are (i) the City of Pensacola, Florida, (ii) Escambia County, Florida, and (iii) the Pensacola Downtown Improvement Board (the "Downtown Improvement Board").

(I) The Downtown Improvement Board is a dependent special district of the City created by Chapter 72-655, Laws of Florida, for objectives which include, but are not limited to, correcting downtown commercial blight, preserving property values, encouraging economic development, attracting commercial and residential re-investment into urban core, and beautifying downtown Pensacola through proper maintenance, aesthetic and technical design and redevelopment measures.

(H) The objectives of the Downtown Improvement Board are therefore complementary to the objectives of the Community Redevelopment Agency as set forth in the Urban Core Community Redevelopment Plan, and the area served by the Downtown Improvement Board, known as the Pensacola Downtown Improvement District, is located within the Urban Core Community Redevelopment Area.

(I) The Tax Increment Revenues contributed by the Downtown Improvement Board represent a relatively small percentage of the total increment deposited to the Redevelopment Trust Fund each year. According to the City's "Fiscal Year 2023 Report to Bondholders for the City of Pensacola, Florida", for Fiscal Years 2018-2023, the Tax Increment Revenues contributed by the Downtown Improvement Board represented an average of 5.14% of the total funds appropriated to the Redevelopment Trust Fund.

(J) Pursuant to that certain Interlocal Agreement between the Community Redevelopment Agency and the Downtown Improvement Board dated September 11, 2020 (as amended by Amendment No. 1 to Interlocal Agreement dated July 12, 2023, the "Interlocal Agreement"), and subject to satisfying all funding requirements with respect to debt obligations of the City secured or payable from Tax Increment Revenues, the Tax Increment Revenues appropriated by the Downtown Improvement Board are returned to the Downtown Improvement Board to fund redevelopment activities and projects pursuant to the Urban Core Community Redevelopment Plan. Such return of the Tax Increment Revenues to the Downtown Improvement Board has not resulted in an impediment to the payment of debt obligations of the City which are secured or payable from Tax Increment Revenues.

(K) Section 163.387(2)(d) of the Act authorizes the City, as the local governing body which created the Community Redevelopment Agency, to exempt a special district that levies ad valorem taxes within the Urban Core Redevelopment Area from the obligation to annually appropriate increment revenues to the Redevelopment Trust Fund, either in the City's sole discretion or in response to the request of the special district.

(L) In light of (i) the complementary redevelopment objectives of the Downtown Improvement Board and the Community Redevelopment Agency, (ii) the relatively small percentage of annual Tax Increment Revenues appropriated by the Downtown Improvement Board to the Redevelopment Trust Fund, (iii) the historical return of such Tax Increment Revenues to the Downtown Improvement Board pursuant to the Interlocal Agreement without adverse impact on the City's ability to satisfy its funding requirements for debt obligations secured by Tax Increment Revenues, and (iv) the authority set forth in section 163.387(2)(d) of the Act, the City Council hereby determines, in its sole discretion, to exempt the Downtown Improvement Board from the requirement to appropriate annual Tax Increment Revenues to the Redevelopment Trust Fund, effective with the fiscal year of the Downtown Improvement Board commencing on October 1, 2024.

(M) This Ordinance is adopted for purposes of amending the Trust Fund Ordinance to reflect such exemption.

(N) A public meeting for the purpose of receiving comments from interested parties has been duly held and such comments, if any, have been heard and considered.

SECTION 2. AMENDMENT OF TRUST FUND ORDINANCE. Section 3 of Ordinance No. 13-84 is hereby amended to include a new paragraph (F) as follows, with additional text indicated by underline.

"SECTION 3. Funding of Redevelopment Trust Fund.

...

F. Notwithstanding anything herein to the contrary, in accordance with §163.387(2)(d)1. of the Act, the Pensacola Downtown Improvement Board is hereby exempted from the requirement to annually appropriate increment revenues to the Redevelopment Trust Fund. Such exemption shall take effect with the fiscal year of the Downtown Improvement Board commencing on October 1, 2024 and shall continue for the duration of this ordinance."

SECTION 3. RATIFICATION AND CONFIRMATION. Except as amended hereunder, all prior ordinances, resolutions and actions by the City Council regarding the establishment and creation of the Agency, the Urban Core Community Redevelopment Area, the Redevelopment Plan and the Redevelopment Trust Fund, including but not limited to findings of blight and necessity associated therewith, are hereby ratified and confirmed.

SECTION 4. SEVERABILITY. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted:_____

Approved:_____

President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: PROPOSED ORDINANCE 14-24 -- RELATED TO THE DOWNTOWN IMPROVEMENT BOARD'S (DIB) EXEMPTION FROM THE URBAN CORE COMMUNITY REDEVELOPMENT AREA'S TAX INCREMENT FINANCING (TIF)

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

In 1984, City Council adopted Ordinance No. 13-84 creating a Redevelopment Trust Fund or Tax Incremental Financing ("TIF") District to fund the Urban Core Community Redevelopment Area. The ordinance established that all taxing authorities, except school districts and water management districts, were required to annually appropriate and pay into the Urban Core Redevelopment Trust Fund in order to fund community redevelopment activities pursuant to Chapter 163, Part III of the Florida Statutes. Since the Pensacola Downtown Improvement Taxing District boundaries lie within the boundaries of the Urban Core Community Redevelopment Area, the taxing authority is required to annually contribute to the TIF unless otherwise exempted by the City.

The DIB's request to be exempted from the TIF contribution was discussed by the CRA during its July 2023 meeting and tentatively approved July 15, 2024 by City Council. This Ordinance amends existing Ordinances to exempt DIB from payment of the annual tax increment that would otherwise be due into the Urban Core Redevelopment Trust Fund.

DIB will therefore keep their tax base to further their public purpose of enhancing the quality of life and economic success by creating a cleaner, safer and more enjoyable environment.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

N/A

3. Estimate of direct compliance costs that businesses may reasonably incur:

None.

4. Any new charge or fee imposed by the proposed ordinance:

No.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There are no new charges.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Less than 100.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

This Ordinance does not change the amount of taxes paid by any property owner in the Downtown Improvement District. It allows the District to keep the tax funding they levy to foster their mission.



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November 8, 2024

Mayor Reeves

City of Pensacola
222 W Main Street
Pensacola, FL 32502

Subject: Request for Exemption from the Pensacola Urban Core CRA Redevelopment Trust Fund

Mayor Reeves,

I am writing on behalf of the Pensacola Downtown Improvement Board (DIB) to formally request an exemption from contributing to the Pensacola Urban Core CRA Redevelopment Trust Fund, in accordance with the provisions outlined in **Section 163.387(2)(c)** of the Florida Statutes.

The Downtown Improvement Board has been serving the needs of downtown Pensacola with a primary focus on enhancing the vitality, growth, and economic development of the downtown core. We believe that an exemption from the CRA Redevelopment Trust Fund will better position the DIB to carry out its specific mission of maintaining, improving the downtown area, and marketing to tourist, which aligns with the broader objectives of the CRA but allows for activity currently not authorized by state statute for CRA funds to be utilized on. We respectfully submit the following points, attached, in support of our request.

- 1) The legal name of the special district requesting the exemption
 - a. Pensacola Downtown Improvement Board
- 2) Explanations of how the special district would be impacted by the exemption, including but not limited to, the following:
 - a. The fiscal and operational impact on the special district.
 - i. Reduced Financial Burden: Exemption from contributing to the Redevelopment Trust Fund would alleviate the financial obligations of the DIB, allowing it to allocate resources directly to its core functions such as downtown beautification, marketing, and economic development that is typically constrained by the DIB utilizing CRA dollars under the current ILA.
 - ii. Operational Autonomy: Being exempt from the CRA would enable the DIB to exercise more autonomy in decision-making, avoiding overlapping responsibilities with the CRA and allowing the board to focus solely on its downtown-specific goals.
 - b. The benefit to the specific purpose for which the special district was created.
 - i. Downtown Focused Development: The DIB was created specifically to improve the downtown Pensacola area. By being exempt, the DIB can focus its resources and efforts solely on the unique needs of downtown businesses and residents, rather than being part of the broader CRA framework, which may have different priorities across the urban core.

- ii. Tailored Approach: Exemption would allow the DIB to maintain its specialized approach to economic growth, cultural development, and maintaining downtown's vibrancy without needing annual approval by the CRA of a workplan.
- b. The benefit of the activities of the special district to the approved community redevelopment plan.
 - i. Complementary Efforts: Rather than duplicating the CRA's initiatives, the DIB's focus on downtown improvements will complement the larger goals of the community redevelopment plan by offering targeted actions that directly improve economic vitality in the city's core. An exemption would also benefit both the CRA and DIB in collaborating on future projects that may not have been possible in the past by using solely CRA funds from both the DIB and CRA.
 - ii. Enhanced Outcomes: By allowing the DIB to operate independently, the city can achieve better, more specific outcomes for downtown, which would enhance overall redevelopment efforts by reducing bureaucracy and speeding up project completion.
- c. The benefit of the activities of the special district to the area of operation of the City.
 - i. Concentration of Efforts: The DIB's exemption would allow it to concentrate its efforts on enhancing the downtown area's appeal, benefiting the city by attracting more visitors, businesses, and residents, which would ultimately drive tax revenue and contribute to citywide economic development.
 - ii. Efficient Use of Resources: By exempting the DIB, the city can continue to ensure that the organization's funds are being used most efficiently to benefit the downtown area with oversight by the Pensacola City Council.

Walker Wilson

Walker Wilson

Executive Director

Downtown Improvement Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-22

City Council

2/13/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2025-4 - PENSACOLA INTERNATIONAL AIRPORT - AUTHORIZING ACCEPTANCE AND EXECUTION OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION AGREEMENT NO. 452606-2-94-01 - DESIGN AND CONSTRUCTION OF THE PASSENGER TERMINAL EXPANSION AND RENEWAL - PARTIAL FUNDING

RECOMMENDATION:

That City Council adopt Resolution No. 2025-4.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 452606-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN & CONSTRUCTION OF THE PASSENGER TERMINAL EXPANSION AND RENEWAL AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On July 30, 2023, City Council awarded RFQ #23-016 for professional engineering and architectural services related to the Airport's passenger terminal facility expansion to EXP U.S. Services, Inc. The contract with EXP U.S. Services, Inc. was broken into two phases. The first phase has an estimated cost of \$4 million and includes design development and completion of 30% construction documents. The first phase was funded through a combination of FDOT grant 452606-1-A801 and the Airport's capital improvement account.

The second phase has an estimated cost of \$5 million and would take the project from 30% construction documents to 100% construction documents and would include assistance with bidding and award of construction contract. To fund the second phase, City staff worked with the State of Florida to secure \$5 million through the State's special appropriations process.

The State's \$5 million special appropriation was issued through the Florida Department of Transportation via Public Transportation Grant Agreement No. 452606-2-94-01. Approval of this grant agreement will provide the funding needed to complete engineering and architectural services related to the design of the passenger terminal facility expansion. This grant allows for reimbursement at 100% with no required match needed for draw down of funds.

FDOT requires an authorizing resolution accepting the grant award and authorizing the Mayor to execute the grant. Resolution No. 2025-4 will be brought before City Council to meet this requirement.

Since grant funding was received through the State's special appropriations cycle, appropriations were not including in the Airport's fiscal year 2025 budget. Supplemental Budget Resolution No. 2025-5 will be brought before City Council to appropriate the grant funds.

PRIOR ACTION:

May 25, 2023 – City Council approved Resolution No. 2023-032 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved Supplemental Budget Resolution No. 2023-033 in the amount of \$2,000,000 for the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

July 20, 2023 – City Council awarded a contract to EXP U.S. Services, Inc. for professional engineering and architectural services related to passenger terminal facility expansion at the Airport requested through RFQ #23-016.

FUNDING:

Budget:	\$2,000,000	FDOT Grant 452606-1-A801
	5,000,000	FDOT Grant 452606-2-94-01
	<u>2,000,000</u>	Airport Capital Funds
	<u>\$9,000,000</u>	TOTAL
Actual:	\$4,000,000	Terminal Expansion and Renewal Design PH I
	<u>5,000,000</u>	Terminal Expansion and Renewal Design PH II
	<u>\$9,000,000</u>	TOTAL

FINANCIAL IMPACT:

The grant funds will provide funding for this project. Adoption of the supplemental budget resolution will appropriate the grant funds.

Funds will be provided from the FDOT on a reimbursable basis at 100% as noted in Schedule B of the grant agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Resolution No. 2025-4
2. Grant Agreement No. 452606-2-94-01

PRESENTATION: No

RESOLUTION
NO. 2025-4

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 452606-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN & CONSTRUCTION OF THE PASSENGER TERMINAL EXPANSION AND RENEWAL AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the design and construction of a new concourse and renewal of the existing concourse at Pensacola International Airport; and

WHEREAS, the Airport has demonstrated a need for additional passenger space; and

WHEREAS, the Florida Department of Transportation has approved the project and offered the Public Transportation Grant Agreement in the amount of \$5,000,000 to support the design efforts;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall accept the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's facilities.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03 (d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest: _____
City Clerk

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	GR25	FLAIR Category:
452606-2-94-01	Work Activity Code/Function:	215	Object Code:
	Federal Award		Org. Code:
	Identification Number (FAIN) – Transit only:	N/A	Vendor Number:
Contract Number:	Federal Award Date:	N/A	
CFDA Number:	Agency UEI Number:		
CFDA Title:			
CSFA Number:			
CSFA Title:			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Pensacola, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 2024-231, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Passenger Terminal Building Expansion and Renewal-Design & Construction, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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- ☒ Exhibit F: Contract Payment Requirements
☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$27,500,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$5,000,000 and, the Department's participation in the Project shall not exceed 18.18% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- X Travel expenses are NOT eligible for reimbursement under this Agreement.

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— Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred

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after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

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severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

- v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

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operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT****19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P. E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Passenger Terminal Building Expansion and Renewal-Design & Construction-

See Attachment 1

B. Project Location (limits, city, county, map): Pensacola International Airport/Pensacola, FL/Escambia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the building project. The Sponsor will comply with Aviation Program Assurances. See Attachment 1

D. Deliverable(s): See Attachment 1

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): travel

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

Project Description and Budget
Passenger Terminal Building Expansion and Renewal – Design Phase II
Pensacola International Airport, Florida

452606-1 Passenger Terminal Expansion and Renewal – Design
Phase II

This scope serves as phase 2 of the previously funded agreement G2M52. While phase 1 and phase 2 may overlap, items completed during phase 1 will not be duplicated in phase 2. As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, stormwater structures, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), terminal systems and IT, vehicular parking facilities, pavement markings, lighting and signage, vehicular parking management systems, fencing and gates, landscaping (including outdoor lighting), and security systems, including all materials, equipment, labor, and incidentals required to complete the project. The Sponsor will comply with Aviation Program Assurances.

Project Justification:

Pensacola International Airport has seen significant growth in aviation demand since the Airport Master Plan forecast was completed in 2015. Passenger demand dipped in 2020 due to the COVID-19 pandemic; however, the Airport experienced a strong recovery in passenger demand in 2021 with passenger enplanements exceeding 2019 passenger enplanements. The following shows the historical enplanement data since 2018:

Calendar Year	Enplanements
2018	974,402
2019	1,118,983
2020	593,448
2021	1,163,148
2022	1,226,822

Source: PNS, 2023

Security Screening Checkpoint - This growth has created overcrowding of passengers, delays at the Security Screening Checkpoint (SSCP), and a much lower passenger level of service. The SSCP began reaching 75% of design capacity in 2018 and began exceeding design capacity in 2019. Peak hour enplanements exceeded 75% of design capacity on 341 days (93.4% of days) from July 1, 2021 through June 30, 2022. During the same period, the peak hour enplanements exceeded 100% of design capacity on 201 days (55.1% of days). On some days, these thresholds were exceeded multiple times. The passenger queue often extends greater than 350 feet beyond the passenger queue area.

Holdrooms and Concessions Capacity - Most of the Airport's holdrooms were designed for regional jets and turboprops. In recent years, the industry trend is that airlines have been moving to larger aircraft (e.g., Airbus A320), resulting in more passengers per flight. This trend toward larger aircraft has been exacerbated and accelerated due to airline

Project Description and Budget
Passenger Terminal Building Expansion and Renewal – Design Phase II
Pensacola International Airport, Florida

crew shortages. The result is that the holdrooms must accommodate far more passengers than they were designed to process.

Terminal Expansion and Renewal

The proposed project consists of the design related to the expansion and renewal of Pensacola International Airport's (the "Airport") Passenger Terminal Building. The Airport is proposing a new five-gate passenger concourse, along with associated apron, and an expansion of the existing TSA area (all to include restrooms) which would alleviate existing congestion and shortfall of the existing facilities and enable the Airport to meet the needs of the traveling public more effectively. An expanded facility would provide the square footage necessary to remedy existing deficiencies and increase passenger level of service. A new concourse would also provide the square footage to allow for the required amount of space for holdrooms and concessions at the Airport. In addition, the current passenger terminal building and concourse would be renewed, and portions of the existing facility would be improved/redeveloped to allow for the new concourse, improve capacity, improve terminal functionality and create consistency between the new and old. The existing passenger terminal building and concourse was last updated in 2008.

(See Figure 1)

It is important to note that the project is not expected to change the Airport's capability to accommodate larger aircraft. These larger aircraft are already operating at PNS. The project will provide additional internal space for passengers to be processed more efficiently at an Optimum LOS. The project will also increase the gate count to accommodate the aircraft fleet mix already operating at PNS. In addition, the project will help maintain the competitiveness of facilities at PNS in light of anticipated commercial service commencing at Brookley Field in Mobile, Alabama.

The FAA has granted a Categorical Exclusion to the proposed development, and it is depicted on the approved Airport Layout Plan.

Description of Professional Services:

Design Phase Services

Consultant shall participate in meetings with representatives of Pensacola International Airport to review project objectives, prepare design documents, submit applicable permit applications, and prepare cost estimates. Consultant will also prepare front-end documents for a public competitive bid process.

Payments for the above-listed task will be made after the following deliverables are received or milestones occur. Payment may be made on a monthly basis in proportion to the earned value or percentage of completion.

- TSA Design deliverables
 - o 60% Design
 - o 90% Design
 - o 100% Design

Project Description and Budget
Passenger Terminal Building Expansion and Renewal – Design Phase II
Pensacola International Airport, Florida

- Apron Design deliverables
 - o 60% Design
 - o 90% Design
 - o 100% Design
- Concourse Design deliverables
 - o 60% Design
 - o 90% Design
 - o 100% Design
- Meetings with Airport representatives

Bidding Phase Services

Consultant shall attend a Pre-Bid Conference, attend bid opening, review bids, and provide a formal recommendation of award. Payments for the above-listed task will be made after the following deliverables are received or milestones occur:

- Bidding Documents
- Pre-Bid Conference
- Bid Tabulation and Recommendation of Award

Anticipated Project Schedule:

The project schedule is anticipated to require approximately 12 months and is anticipated to progress from the project Notice-To-Proceed (NTP) as follows:

TSA Deliverable

Task Order Preparation and Approvals	30 days
Design Phase Services	165 days
Bidding Phase Services (and contracts)	90 days
Project Close-Out	<u>60 days</u>
Total Project Duration	345 days

Apron Deliverable

Task Order Preparation and Approvals	30 days
Design Phase Services	165 days
Bidding Phase Services (and contracts)	90 days
Project Close-Out	<u>60 days</u>
Total Project Duration	345 days

Concourse Deliverable

Task Order Preparation and Approvals	30 days
Design Phase Services	165 days
Bidding Phase Services (and contracts)	90 days
Project Close-Out	<u>60 days</u>
Total Project Duration	345 days

Deliverables Combined

Project Description and Budget
Passenger Terminal Building Expansion and Renewal – Design Phase II
Pensacola International Airport, Florida

Task Order Preparation and Approvals	30 days
Design Phase Services	165 days
Bidding Phase Services (and contracts)	90 days
Project Close-Out	<u>60 days</u>
Total Project Duration	345 days

Project Budget Estimates:

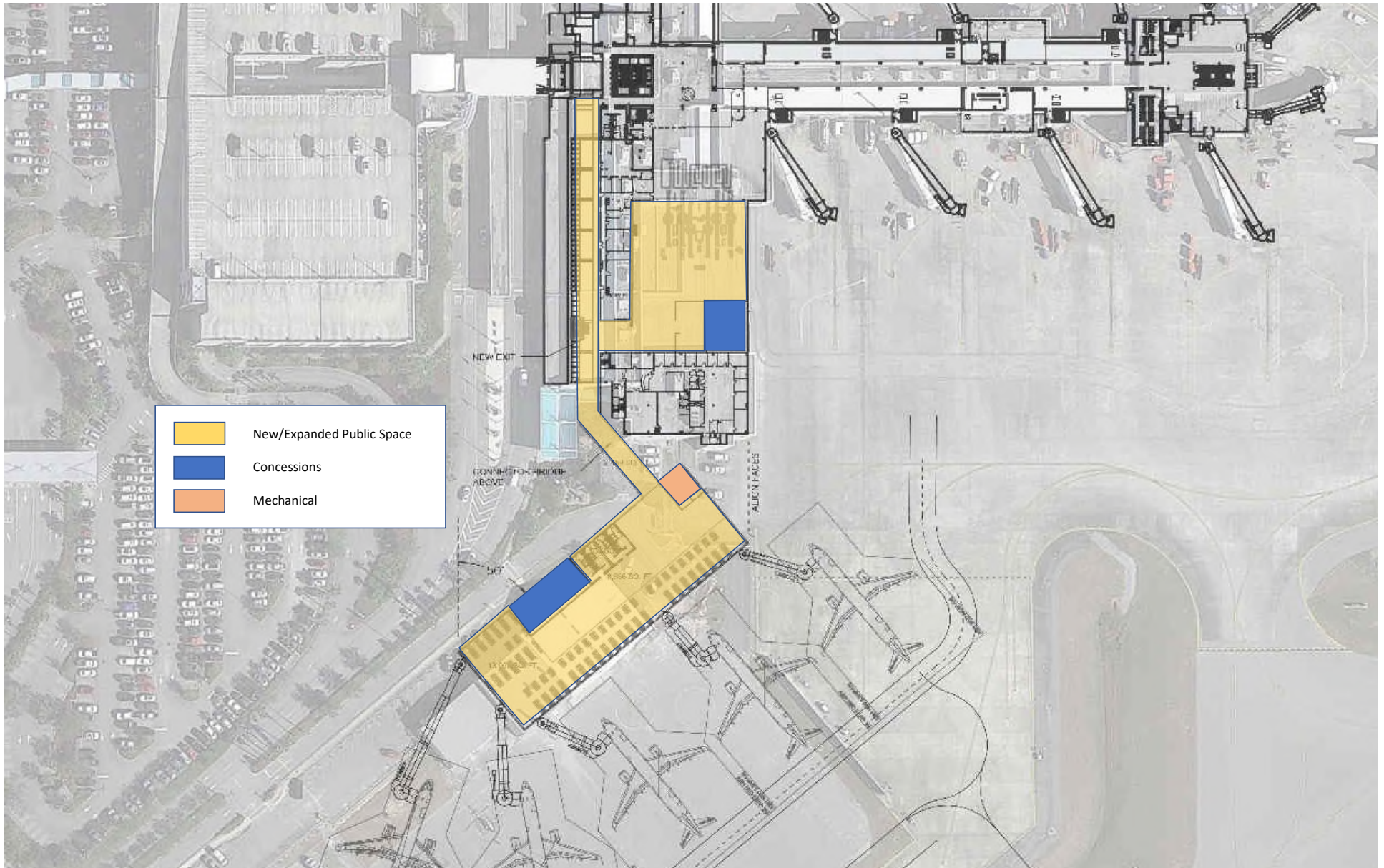
Professional Design Services	\$4,800,000.00
Bidding Services	<u>200,000.00</u>
Project Total	<u>\$5,000,000.00</u>

Funding Sources:

FDOT	<u>\$5,000,000.00</u>
Total	<u>\$5,000,000.00</u>

Project Description and Budget
Passenger Terminal Building Expansion and Renewal – Design Phase II
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Figure 1: Conceptual Terminal Expansion



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
452606-2-94-01	GR25	NA	2025	NA	NA	NA	\$5,000,000.00
452606-2-94-01	LF		2025				\$22,500,000.00
Total Financial Assistance							\$27,500,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$5,000,000.00	\$22,500,000.00	\$0.00	\$27,500,000.00	18.18	81.82	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$5,000,000.00	\$22,500,000.00	\$0.00	\$27,500,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement. **Funds to reimbursed at 100%.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Quinton Williams

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Quinton Williams (email: quinton.williams@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Quinton Williams.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

850-330-1201

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Local Transportation Projects

CSFA Number: 55.039

***Award Amount:** \$5,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.039 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.039 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-21

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - FLORIDA DEPARTMENT OF
TRANSPORTATION PUBLIC TRANSPORTATION AGREEMENT NO. 452606-2-94-01 -
DESIGN AND CONSTRUCTION OF THE PASSENGER TERMINAL EXPANSION AND
RENEWAL - PARTIAL FUNDING

RECOMMENDATION:

That City Council approve the acceptance of the Public Transportation Grant Agreement No. 452606-2-94-01 in the amount of \$5,000,000 to provide partial funding for the design and construction of the passenger terminal expansion and renewal at the Pensacola International Airport. Further, that City Council approve the Mayor to take the actions necessary relating to the acceptance and execution of the grant agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a resolution accepting the grant award and authorizing the Mayor to execute the grant agreement. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On July 30, 2023, City Council awarded RFQ #23-016 for professional engineering and architectural services related to the Airport's passenger terminal facility expansion to EXP U.S. Services, Inc. The contract with EXP U.S. Services, Inc. was broken into two phases. The first phase has an estimated cost of \$4 million and includes design development and completion of 30% construction documents. The first phase was funded through a combination of FDOT grant 452606-1-A801 and the Airport's capital improvement account.

The second phase has an estimated cost of \$5 million and would take the project from 30% construction documents to 100% construction documents and would include assistance with bidding and award of construction contract. To fund the second phase, City staff worked with

the State of Florida to secure \$5 million through the State's special appropriations process.

The State's \$5 million special appropriation was issued through the Florida Department of Transportation via Public Transportation Grant Agreement No. 452606-2-94-01. Approval of this grant agreement will provide the funding needed to complete engineering and architectural services related to the design of the passenger terminal facility expansion. This grant allows for reimbursement at 100% with no required match needed for draw down of funds.

FDOT requires an authorizing resolution accepting the grant award and authorizing the Mayor to execute the grant. Resolution No. 2025-4 will be brought before City Council to meet this requirement.

Since grant funding was received through the State's special appropriations cycle, appropriations were not including in the Airport's fiscal year 2025 budget. Supplemental Budget Resolution No. 2025-5 will be brought before City Council to appropriate the grant funds.

PRIOR ACTION:

May 25, 2023 – City Council approved Resolution No. 2023-032 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved Supplemental Budget Resolution No. 2023-033 in the amount of \$2,000,000 for the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

July 20, 2023 – City Council awarded a contract to EXP U.S. Services, Inc. for professional engineering and architectural services related to passenger terminal facility expansion at the Airport requested through RFQ #23-016.

FUNDING:

Budget:	\$2,000,000	FDOT Grant 452606-1-A801
	5,000,000	FDOT Grant 452606-2-94-01
	<u>2,000,000</u>	Airport Capital Funds
	<u>\$9,000,000</u>	TOTAL
Actual:	\$4,000,000	Terminal Expansion and Renewal Design PH I
	<u>5,000,000</u>	Terminal Expansion and Renewal Design PH II
	<u>\$9,000,000</u>	TOTAL

FINANCIAL IMPACT:

The grant funds will provide funding for this project. Adoption of the supplemental budget resolution will appropriate the grant funds.

Funds will be provided from the FDOT on a reimbursable basis at 100% as noted in Schedule B of the grant agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes**STAFF CONTACT:**

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Grant Agreement No. 452606-2-94-01
2. Resolution No. 2025-4
3. Supplemental Budget Resolution No. 2025-5
4. Supplemental Budget Explanation No. 2025-5

PRESENTATION: No

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 452606-2-94-01	Fund(s): GR25	FLAIR Category: 088862
Work Activity Code/Function: 215	Object Code: 751000	
Federal Award Identification Number (FAIN) – Transit only: N/A	Org. Code: 55032020329	
Federal Award Date: N/A	Vendor Number: VF596000406004	
Contract Number:	Agency UEI Number:	
CFDA Number: N/A		
CFDA Title: N/A		
CSFA Number: 55.039		
CSFA Title: Local Transportation Projects		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Pensacola, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 2024-231, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Passenger Terminal Building Expansion and Renewal-Design & Construction, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☐ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ☒ Exhibit F: Contract Payment Requirements
☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$27,500,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$5,000,000 and, the Department's participation in the Project shall not exceed 18.18% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- X Travel expenses are NOT eligible for reimbursement under this Agreement.

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— Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred

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after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

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severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

- v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT****19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P. E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Passenger Terminal Building Expansion and Renewal-Design & Construction-

See Attachment 1

B. Project Location (limits, city, county, map): Pensacola International Airport/Pensacola, FL/Escambia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the building project. The Sponsor will comply with Aviation Program Assurances. See Attachment 1

D. Deliverable(s): See Attachment 1

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): travel

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

Project Description and Budget
Passenger Terminal Building Expansion and Renewal – Design Phase II
Pensacola International Airport, Florida

452606-1 Passenger Terminal Expansion and Renewal – Design
Phase II

This scope serves as phase 2 of the previously funded agreement G2M52. While phase 1 and phase 2 may overlap, items completed during phase 1 will not be duplicated in phase 2. As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, stormwater structures, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), terminal systems and IT, vehicular parking facilities, pavement markings, lighting and signage, vehicular parking management systems, fencing and gates, landscaping (including outdoor lighting), and security systems, including all materials, equipment, labor, and incidentals required to complete the project. The Sponsor will comply with Aviation Program Assurances.

Project Justification:

Pensacola International Airport has seen significant growth in aviation demand since the Airport Master Plan forecast was completed in 2015. Passenger demand dipped in 2020 due to the COVID-19 pandemic; however, the Airport experienced a strong recovery in passenger demand in 2021 with passenger enplanements exceeding 2019 passenger enplanements. The following shows the historical enplanement data since 2018:

Calendar Year	Enplanements
2018	974,402
2019	1,118,983
2020	593,448
2021	1,163,148
2022	1,226,822

Source: PNS, 2023

Security Screening Checkpoint - This growth has created overcrowding of passengers, delays at the Security Screening Checkpoint (SSCP), and a much lower passenger level of service. The SSCP began reaching 75% of design capacity in 2018 and began exceeding design capacity in 2019. Peak hour enplanements exceeded 75% of design capacity on 341 days (93.4% of days) from July 1, 2021 through June 30, 2022. During the same period, the peak hour enplanements exceeded 100% of design capacity on 201 days (55.1% of days). On some days, these thresholds were exceeded multiple times. The passenger queue often extends greater than 350 feet beyond the passenger queue area.

Holdrooms and Concessions Capacity - Most of the Airport's holdrooms were designed for regional jets and turboprops. In recent years, the industry trend is that airlines have been moving to larger aircraft (e.g., Airbus A320), resulting in more passengers per flight. This trend toward larger aircraft has been exacerbated and accelerated due to airline

Project Description and Budget
Passenger Terminal Building Expansion and Renewal – Design Phase II
Pensacola International Airport, Florida

crew shortages. The result is that the holdrooms must accommodate far more passengers than they were designed to process.

Terminal Expansion and Renewal

The proposed project consists of the design related to the expansion and renewal of Pensacola International Airport's (the "Airport") Passenger Terminal Building. The Airport is proposing a new five-gate passenger concourse, along with associated apron, and an expansion of the existing TSA area (all to include restrooms) which would alleviate existing congestion and shortfall of the existing facilities and enable the Airport to meet the needs of the traveling public more effectively. An expanded facility would provide the square footage necessary to remedy existing deficiencies and increase passenger level of service. A new concourse would also provide the square footage to allow for the required amount of space for holdrooms and concessions at the Airport. In addition, the current passenger terminal building and concourse would be renewed, and portions of the existing facility would be improved/redeveloped to allow for the new concourse, improve capacity, improve terminal functionality and create consistency between the new and old. The existing passenger terminal building and concourse was last updated in 2008.

(See Figure 1)

It is important to note that the project is not expected to change the Airport's capability to accommodate larger aircraft. These larger aircraft are already operating at PNS. The project will provide additional internal space for passengers to be processed more efficiently at an Optimum LOS. The project will also increase the gate count to accommodate the aircraft fleet mix already operating at PNS. In addition, the project will help maintain the competitiveness of facilities at PNS in light of anticipated commercial service commencing at Brookley Field in Mobile, Alabama.

The FAA has granted a Categorical Exclusion to the proposed development, and it is depicted on the approved Airport Layout Plan.

Description of Professional Services:

Design Phase Services

Consultant shall participate in meetings with representatives of Pensacola International Airport to review project objectives, prepare design documents, submit applicable permit applications, and prepare cost estimates. Consultant will also prepare front-end documents for a public competitive bid process.

Payments for the above-listed task will be made after the following deliverables are received or milestones occur. Payment may be made on a monthly basis in proportion to the earned value or percentage of completion.

- TSA Design deliverables
 - o 60% Design
 - o 90% Design
 - o 100% Design

Project Description and Budget
Passenger Terminal Building Expansion and Renewal – Design Phase II
Pensacola International Airport, Florida

- Apron Design deliverables
 - o 60% Design
 - o 90% Design
 - o 100% Design
- Concourse Design deliverables
 - o 60% Design
 - o 90% Design
 - o 100% Design
- Meetings with Airport representatives

Bidding Phase Services

Consultant shall attend a Pre-Bid Conference, attend bid opening, review bids, and provide a formal recommendation of award. Payments for the above-listed task will be made after the following deliverables are received or milestones occur:

- Bidding Documents
- Pre-Bid Conference
- Bid Tabulation and Recommendation of Award

Anticipated Project Schedule:

The project schedule is anticipated to require approximately 12 months and is anticipated to progress from the project Notice-To-Proceed (NTP) as follows:

TSA Deliverable

Task Order Preparation and Approvals	30 days
Design Phase Services	165 days
Bidding Phase Services (and contracts)	90 days
Project Close-Out	<u>60 days</u>
Total Project Duration	345 days

Apron Deliverable

Task Order Preparation and Approvals	30 days
Design Phase Services	165 days
Bidding Phase Services (and contracts)	90 days
Project Close-Out	<u>60 days</u>
Total Project Duration	345 days

Concourse Deliverable

Task Order Preparation and Approvals	30 days
Design Phase Services	165 days
Bidding Phase Services (and contracts)	90 days
Project Close-Out	<u>60 days</u>
Total Project Duration	345 days

Deliverables Combined

Project Description and Budget
Passenger Terminal Building Expansion and Renewal – Design Phase II
Pensacola International Airport, Florida

Task Order Preparation and Approvals	30 days
Design Phase Services	165 days
Bidding Phase Services (and contracts)	90 days
Project Close-Out	<u>60 days</u>
Total Project Duration	345 days

Project Budget Estimates:

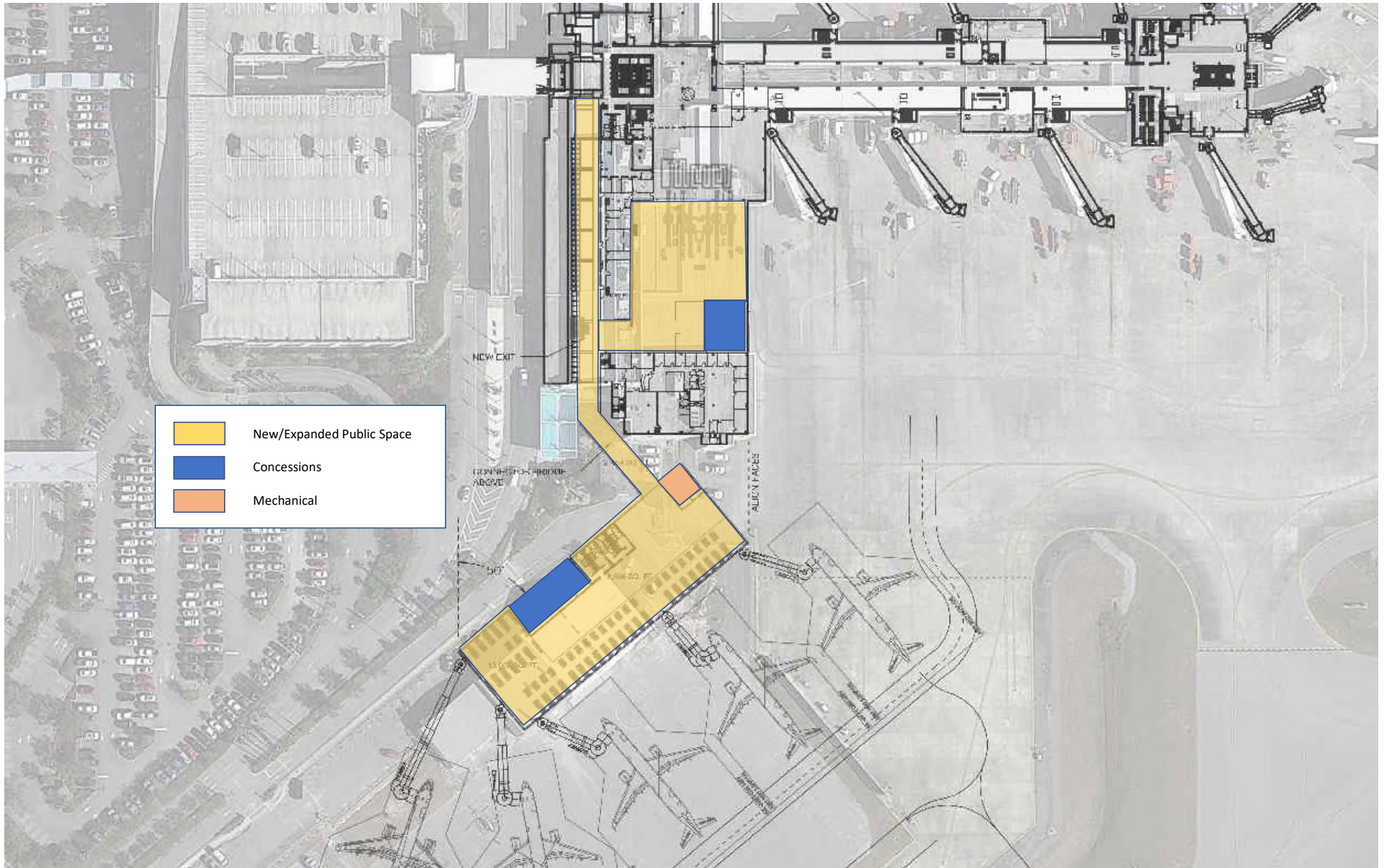
Professional Design Services	\$4,800,000.00
Bidding Services	<u>200,000.00</u>
Project Total	<u>\$5,000,000.00</u>

Funding Sources:

FDOT	<u>\$5,000,000.00</u>
Total	<u>\$5,000,000.00</u>

Project Description and Budget
Passenger Terminal Building Expansion and Renewal – Design Phase II
Pensacola International Airport, Florida

Figure 1: Conceptual Terminal Expansion



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GRANT AGREEMENT EXHIBITS**

EXHIBIT B**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
452606-2-94-01	GR25	NA	2025	NA	NA	NA	\$5,000,000.00
452606-2-94-01	LF		2025				\$22,500,000.00
Total Financial Assistance							\$27,500,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$5,000,000.00	\$22,500,000.00	\$0.00	\$27,500,000.00	18.18	81.82	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$5,000,000.00	\$22,500,000.00	\$0.00	\$27,500,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement. **Funds to reimbursed at 100%.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Quinton Williams

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Quinton Williams (email: quinton.williams@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Quinton Williams.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

850-330-1201

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Local Transportation Projects

CSFA Number: 55.039

***Award Amount:** \$5,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.039 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.039 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION
NO. 2025-4

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 452606-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN & CONSTRUCTION OF THE PASSENGER TERMINAL EXPANSION AND RENEWAL AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the design and construction of a new concourse and renewal of the existing concourse at Pensacola International Airport; and

WHEREAS, the Airport has demonstrated a need for additional passenger space; and

WHEREAS, the Florida Department of Transportation has approved the project and offered the Public Transportation Grant Agreement in the amount of \$5,000,000 to support the design efforts;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall accept the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's facilities.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03 (d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest: _____
City Clerk

**RESOLUTION
NO. 2025-5**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	State Grants	30,670,235
To:		
Reads	State Grants	35,670,235
As Reads	Capital Outlay	102,091,690
To:		
Reads	Capital Outlay	107,091,690

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
FEBRUARY 2025 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - RES NO. 2025-5

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
State Grants	5,000,000	Increase Appropriation for State Grants
Total Revenues	<u>5,000,000</u>	
Appropriations		
Capital Outlay	5,000,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>5,000,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-23

City Council

2/13/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-5 – FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION AGREEMENT NO. 452606-2-94-01 - DESIGN AND CONSTRUCTION OF THE PASSENGER TERMINAL EXPANSION AND RENEWAL - PARTIAL FUNDING

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-5.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On July 30, 2023, City Council awarded RFQ #23-016 for professional engineering and architectural services related to the Airport's passenger terminal facility expansion to EXP U.S. Services, Inc. The contract with EXP U.S. Services, Inc. was broken into two phases. The first phase has an estimated cost of \$4 million and includes design development and completion of 30% construction documents. The first phase was funded through a combination of FDOT grant 452606-1-A801 and the Airport's capital improvement account.

The second phase has an estimated cost of \$5 million and would take the project from 30% construction documents to 100% construction documents and would include assistance with bidding and award of construction contract. To fund the second phase, City staff worked with the State of Florida to secure \$5 million through the State's special appropriations process.

The State's \$5 million special appropriation was issued through the Florida Department of Transportation via Public Transportation Grant Agreement No. 452606-2-94-01. Approval of

this grant agreement will provide the funding needed to complete engineering and architectural services related to the design of the passenger terminal facility expansion. This grant allows for reimbursement at 100% with no required match needed for draw down of funds.

FDOT requires an authorizing resolution accepting the grant award and authorizing the Mayor to execute the grant. Resolution No. 2025-4 will be brought before City Council to meet this requirement.

Since grant funding was received through the State's special appropriations cycle, appropriations were not including in the Airport's fiscal year 2025 budget. Supplemental Budget Resolution No. 2025-5 will be brought before City Council to appropriate the grant funds.

PRIOR ACTION:

May 25, 2023 – City Council approved Resolution No. 2023-032 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved Supplemental Budget Resolution No. 2023-033 in the amount of \$2,000,000 for the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

July 20, 2023 – City Council awarded a contract to EXP U.S. Services, Inc. for professional engineering and architectural services related to passenger terminal facility expansion at the Airport requested through RFQ #23-016.

FUNDING:

Budget:	\$2,000,000	FDOT Grant 452606-2-94-01
	5,000,000	TOTALFDOT Grant 452606-1-A801
	<u>2,000,000</u>	FDOT Grant 452606-2-94-01
	<u>\$9,000,000</u>	Airport Capital Funds
Actual:	\$4,000,000	Terminal Expansion and Renewal Design PH I
	5,000,000	Terminal Expansion and Renewal Design PH II
	<u>\$9,000,000</u>	TOTAL

FINANCIAL IMPACT:

The grant funds will provide funding for this project. Adoption of the supplemental budget

resolution will appropriate the grant funds.

Funds will be provided from the FDOT on a reimbursable basis at 100% as noted in Schedule B of the grant agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-5
2. Supplemental Budget Explanation No. 2025-5

PRESENTATION: No

**RESOLUTION
NO. 2025-5**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	State Grants	30,670,235
To:		
Reads	State Grants	35,670,235
As Reads	Capital Outlay	102,091,690
To:		
Reads	Capital Outlay	107,091,690

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
FEBRUARY 2025 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - RES NO. 2025-5

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
State Grants	5,000,000	Increase Appropriation for State Grants
Total Revenues	<u>5,000,000</u>	
Appropriations		
Capital Outlay	5,000,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>5,000,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-10

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - GRANT NO. 25SRP01 -
CITY OF PENSACOLA MAIN STREET STORMWATER IMPROVEMENTS - PHASE II

RECOMMENDATION:

That City Council approve the acceptance of Florida Department of Environmental Protection Grant Agreement No. 25SRP01 for the purpose of improving stormwater resiliency along Main Street in the amount of \$754,000.00, with a local match of \$1,246,000.00, for a total grant value of \$2,000,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities as well as City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods.

The City of Pensacola will use grant funds received from the Florida Department of Environmental Protection Resilient Florida Program to install a new stormwater trunk main to route stormwater from Main Street, between B Street and G Street, with an outfall near the east end of Pine Street. The Project's design will also include a provision for future sea level rise as a tailwater condition, reduce current and projected future flooding, and replace and/or add approximately 1,406 feet of pipe.

PRIOR ACTION:

City of Pensacola has additionally been awarded \$1,991,000 in grant funding to complete a phase I stormwater retrofit project on Main Street, which is currently underway. Phase I was taken before Pensacola City Council on 5/25/2023.

FUNDING:

Budget	\$754,000 DEP Resilient Florida Grant Funding <u>\$1,246,000</u> Local Match - Stormwater Capital \$2,000,000 Total Budget
Actual	\$739,000 Construction (DEP Resilient Florida Grant Funding) \$15,000 Stakeholder Engagement (DEP Resilient Florida Grant Funding) \$916,000 Construction (Local Match - Stormwater Capital) <u>\$330,000</u> Contractual Services (Local Match - Stormwater Capital) \$2,000,000 Total Actual

FINANCIAL IMPACT:

This grant will be partially funded by the DEP Resilient Florida grant funding. Additional funding shall be taken from local stormwater funds. Funding will be appropriated through supplemental budget resolution.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Brad Hinote, City Engineer
William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. 25SRP01 - City of Pensacola Main Street Stormwater Improvements - Phase II

PRESENTATION: No

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Pensacola Main Street Stormwater Improvements - Phase II Agreement Number: 25SRP01

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Pensacola Entity Type: Local Government
Grantee Address: 222 West Main Street, Pensacola, Florida 32502 FEID: 59-6000406
(Grantee)

3. Agreement Begin Date: 7/1/2024 Date of Expiration: 6/30/2027

4. Project Number: Project Location(s): Escambia County, Florida
(If different from Agreement Number)

Project Description: The Project will install a new stormwater trunk main to route stormwater from Main Street between B Street and G Street, with an outfall the east end of Pine Street. The project's design will include a provision for future sea level rise as a tailwater condition and will reduce current and projected future flooding.

5. Total Amount of Funding: \$754,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	FY 24-25 GAA Line Item #1853	\$ 754,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 1,246,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 2,000,000.00

6. Department's Grant Manager Name: Matthew Behnke or successor
Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399
Phone: 850-245-8305
Email: Matthew.Behnke@FloridaDEP.gov
Grantee's Grant Manager Name: William K. Boyer or successor
Address: City of Pensacola
222 West Main Street
Pensacola, Florida 32502
Phone: 850-435-1602
Email: KBoyer@CityOfPensacola.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☒ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Pensacola **GRANTEE**

Grantee Name

By

(Authorized Signature)

Date Signed

D.C. Reeves, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By

Secretary or Designee

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Matthew Behnke

DEP QC Reviewer, Katharine Hoover

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

1 of 14

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

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does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

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general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

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is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 25SRP01**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of Pensacola Main Street Stormwater Improvements – Phase II. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 62.3% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$1,246,000 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021, or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25SRP01**

ATTACHMENT 3

PROJECT TITLE: City of Pensacola Main Street Stormwater Improvements - Phase II

PROJECT LOCATION: The Project is located in City of Pensacola within Escambia County, Florida.

PROJECT DESCRIPTION:

The City of Pensacola (Grantee) will conduct the City of Pensacola Main Street Stormwater Improvements - Phase II (Project) to install a new stormwater trunk main to route stormwater from Main Street, between B Street and G Street, with an outfall the east end of Pine Street. The Project's design will include a provision for future sea level rise as a tailwater condition and will reduce current and projected future flooding. The Project will replace or add approximately 1,406 feet of pipe.

TASKS AND DELIVERABLES:

Task 1: Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (floridadep-slip.org) for more information.

Deliverables: The Grantee will provide the following:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2: Match Contribution

Description: The Grantee will conduct design, permitting, & bidding and contractor selection to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will provide the following:

- **2.1:** The Grantee will submit documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7.

Task 3: Construction

Description: The Grantee will construct a new stormwater trunk main to route stormwater from Main Street between B Street and G Street, with an outfall at the east end of Pine Street, in accordance with the construction contract documents to mitigate multiple areas of residential flooding. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase

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engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **3.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **3.2:** A copy of the final design and record (as-built) drawings;
- **3.3:** A Certificate of Completion, signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of the project;
- **3.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **3.5:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
 - A summary of project and site inspection(s);
 - Meeting minutes to all attended meetings; and
 - Field notes.

Task 4: Stakeholder Engagement and Public Education

Description: The Grantee will engage with stakeholders and focus groups and may provide public education and information about the Project and its benefits in the following formats: 1) printed material for distribution such as brochure(s), postcard(s), door hanger(s), and display board(s); 2) website posting(s); 3) social media posting(s); 4) Public Service Announcement(s); 5) kiosk/sign(s) installed at the project location; 6) workshop(s); and 7) effectiveness survey(s).

Deliverables: The Grantee will provide the following:

- **4.1:** A copy of printed material for distribution, such as brochure(s), postcard(s), door hanger(s), and display board(s), in PDF format, along with the location and number of items distributed;
- **4.2:** A link to the website posting(s) or website page(s) developed for this task;
- **4.3:** A screenshot or copy of social media posting(s) in PDF format;
- **4.4:** A copy of the kiosk/sign(s) text and graphics and dated photograph(s) of when such kiosk/sign(s) were installed at the project location;
- **4.5:** A summary report from each workshop or meeting, including attendee feedback and outcomes;
- **4.6:** All materials created at each workshop or meeting, as applicable; and
- **4.7:** A copy of the effectiveness survey(s) and a summary of the results of such.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be

accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	\$0	\$0	\$0	Upon Execution	Before Commencing Construction
2	Match Contribution	Contractual Services	\$0	\$330,000	\$330,000	7/1/2021	3/31/2027
3	Construction	Contractual Services	\$739,000	\$916,000	\$1,655,000	7/1/2024	3/31/2027
4	Stakeholder Engagement and Public Education	Contractual Services	\$15,000	\$0	\$15,000	7/1/2024	3/31/2027

DEP Agreement No.: 25SRP01

Page 3 of 4

Rev. 9.9.24

Total:	\$754,000	\$1,246,000	\$2,000,000	
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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	24/25	37.098	Resilient Florida Programs	\$754,000.00	140065
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 25SRP01

CITY OF PENSACOLA MAIN STREET STORMWATER IMPROVEMENTS - PHASE II

City of Pensacola

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 25SRP01

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: (____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 25SRP01

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 25SRP01

Project Title: City of Pensacola Main Street Stormwater Improvements - Phase II

Grantee: City of Pensacola

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Pensacola is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-55

City Council

2/13/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-7 - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - GRANT AGREEMENT NO. 25SRP01 - MAIN STREET STORMWATER IMPROVEMENTS - PHASE II

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-7.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities as well as City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods.

The City of Pensacola will use grant funds received from the Florida Department of Environmental Protection Resilient Florida Program to install a new stormwater trunk main to route stormwater from Main Street, between B Street and G Street, with an outfall the east end of Pine Street. The Project's design will also include a provision for future sea level rise as a tailwater condition, reduce current and projected future flooding, and replace and/or add approximately 1,406 feet of pipe.

PRIOR ACTION:

City of Pensacola has additionally been awarded \$1,991,000 in grant funding to complete a phase I stormwater retrofit project on Main Street, which is currently underway. Phase I was taken before Pensacola City Council on 5/25/2023.

FUNDING:

Budget \$754,000 DEP Resilient Florida Grant Funding
 \$1,246,000 Local Match - Stormwater Capital
 \$2,000,000 Total Budget

Actual \$739,000 Construction (DEP Resilient Florida Grant Funding)
 \$15,000 Stakeholder Engagement (DEP Resilient Florida Grant Funding)
 \$916,000 Construction (Local Match - Stormwater Capital)
 \$330,000 Contractual Services (Local Match - Stormwater Capital)
 \$2,000,000 Total Actual

FINANCIAL IMPACT:

This grant will be partially funded by the DEP Resilient Florida grant funding. Additional funding shall be taken from local stormwater funds. Funding will be appropriated through supplemental budget resolution.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Brad Hinote, City Engineer
William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-7
2. Supplemental Budget Explanation No. 2025-7
3. Grant Agreement No. 25SRP01

PRESENTATION: No

**RESOLUTION
NO. 2025-7**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	State Grants	7,170,022
Amended		
To Read:	State Grants	7,924,022
As Reads	Capital Outlay	4,424,792
Amended		
To Read:	Capital Outlay	5,178,792

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

FERUARY 2025 - FDEP GRANT NO. 25SRP01 - MAIN ST -STMWR IMPR - PHASE II- EXPLANATION NO. 2025-7

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
State Grants	754,000	Increase appropriation for State Grants - FDEP Grant- Main St- Phase II
Total Revenues	<u>754,000</u>	
Appropriations		
Capital Outlay	754,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>754,000</u>	

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Pensacola Main Street Stormwater Improvements - Phase II Agreement Number: 25SRP01

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Pensacola Entity Type: Local Government
Grantee Address: 222 West Main Street, Pensacola, Florida 32502 FEID: 59-6000406
(Grantee)

3. Agreement Begin Date: 7/1/2024 Date of Expiration: 6/30/2027

4. Project Number: Project Location(s): Escambia County, Florida
(If different from Agreement Number)

Project Description: The Project will install a new stormwater trunk main to route stormwater from Main Street between B Street and G Street, with an outfall the east end of Pine Street. The project's design will include a provision for future sea level rise as a tailwater condition and will reduce current and projected future flooding.

5. Total Amount of Funding: \$754,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	FY 24-25 GAA Line Item #1853	\$ 754,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 1,246,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 2,000,000.00

6. Department's Grant Manager Name: Matthew Behnke or successor
Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399
Phone: 850-245-8305
Email: Matthew.Behnke@FloridaDEP.gov
Grantee's Grant Manager Name: William K. Boyer or successor
Address: City of Pensacola
222 West Main Street
Pensacola, Florida 32502
Phone: 850-435-1602
Email: KBoyer@CityOfPensacola.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☒ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Pensacola **GRANTEE**

Grantee Name

By

(Authorized Signature)

Date Signed

D.C. Reeves, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By

Secretary or Designee

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Matthew Behnke

DEP QC Reviewer, Katharine Hoover

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

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4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

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does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

Attachment 1

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

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general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

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is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 25SRP01**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of Pensacola Main Street Stormwater Improvements – Phase II. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 62.3% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$1,246,000 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021, or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25SRP01**

ATTACHMENT 3

PROJECT TITLE: City of Pensacola Main Street Stormwater Improvements - Phase II

PROJECT LOCATION: The Project is located in City of Pensacola within Escambia County, Florida.

PROJECT DESCRIPTION:

The City of Pensacola (Grantee) will conduct the City of Pensacola Main Street Stormwater Improvements - Phase II (Project) to install a new stormwater trunk main to route stormwater from Main Street, between B Street and G Street, with an outfall the east end of Pine Street. The Project's design will include a provision for future sea level rise as a tailwater condition and will reduce current and projected future flooding. The Project will replace or add approximately 1,406 feet of pipe.

TASKS AND DELIVERABLES:

Task 1: Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (floridadep-slip.org) for more information.

Deliverables: The Grantee will provide the following:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2: Match Contribution

Description: The Grantee will conduct design, permitting, & bidding and contractor selection to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will provide the following:

- **2.1:** The Grantee will submit documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7.

Task 3: Construction

Description: The Grantee will construct a new stormwater trunk main to route stormwater from Main Street between B Street and G Street, with an outfall at the east end of Pine Street, in accordance with the construction contract documents to mitigate multiple areas of residential flooding. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase

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engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **3.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **3.2:** A copy of the final design and record (as-built) drawings;
- **3.3:** A Certificate of Completion, signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of the project;
- **3.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **3.5:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
 - A summary of project and site inspection(s);
 - Meeting minutes to all attended meetings; and
 - Field notes.

Task 4: Stakeholder Engagement and Public Education

Description: The Grantee will engage with stakeholders and focus groups and may provide public education and information about the Project and its benefits in the following formats: 1) printed material for distribution such as brochure(s), postcard(s), door hanger(s), and display board(s); 2) website posting(s); 3) social media posting(s); 4) Public Service Announcement(s); 5) kiosk/sign(s) installed at the project location; 6) workshop(s); and 7) effectiveness survey(s).

Deliverables: The Grantee will provide the following:

- **4.1:** A copy of printed material for distribution, such as brochure(s), postcard(s), door hanger(s), and display board(s), in PDF format, along with the location and number of items distributed;
- **4.2:** A link to the website posting(s) or website page(s) developed for this task;
- **4.3:** A screenshot or copy of social media posting(s) in PDF format;
- **4.4:** A copy of the kiosk/sign(s) text and graphics and dated photograph(s) of when such kiosk/sign(s) were installed at the project location;
- **4.5:** A summary report from each workshop or meeting, including attendee feedback and outcomes;
- **4.6:** All materials created at each workshop or meeting, as applicable; and
- **4.7:** A copy of the effectiveness survey(s) and a summary of the results of such.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be

accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	\$0	\$0	\$0	Upon Execution	Before Commencing Construction
2	Match Contribution	Contractual Services	\$0	\$330,000	\$330,000	7/1/2021	3/31/2027
3	Construction	Contractual Services	\$739,000	\$916,000	\$1,655,000	7/1/2024	3/31/2027
4	Stakeholder Engagement and Public Education	Contractual Services	\$15,000	\$0	\$15,000	7/1/2024	3/31/2027

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Rev. 9.9.24

Total:	\$754,000	\$1,246,000	\$2,000,000	
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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	24/25	37.098	Resilient Florida Programs	\$754,000.00	140065
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 25SRP01

CITY OF PENSACOLA MAIN STREET STORMWATER IMPROVEMENTS - PHASE II

City of Pensacola

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 25SRP01

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 25SRP01

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 25SRP01

Project Title: City of Pensacola Main Street Stormwater Improvements - Phase II

Grantee: City of Pensacola

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Pensacola is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-13

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - GRANT NO. 25SRP02 -
CITY OF PENSACOLA LANGLEY AVENUE STORMWATER ADAPTATION

RECOMMENDATION:

That City Council approve the acceptance of Florida Department of Environmental Protection Grant Agreement No. 25SRP02 for the purpose of improving stormwater resiliency along Langley Avenue in the amount of \$2,600,000.00, with a local match of 2,600,000.00, for a total grant value of \$5,200,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities as well as City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods.

The City of Pensacola will use grant funds received from the Florida Department of Environmental Protection Resilient Florida Program to install a new stormwater trunk main to route stormwater along Langley Avenue between Keystone Road and Spanish Trail Road to alleviate repeated flooding. The Project's design will include a provision for future sea level rise as a tailwater condition, reduce current and projected future flooding, and replace and/or add approximately 4,628 feet of pipes.

PRIOR ACTION:

No prior action.

FUNDING:

Budget \$2,600,000 DEP Resilient Florida Grant Funding
\$2,600,000 Local Match - Stormwater Capital (FY25 - FY27)
\$5,200,000 Total Budget

Actual \$2,585,000 Construction (DEP Resilient Florida Grant Funding)
\$15,000 Stakeholder Engagement (DEP Resilient Florida Grant Funding)
\$1,585,120 Construction (Local Match - Stormwater Capital)
\$1,014,880 Contractual Services (Local Match - Stormwater Capital)
\$5,200,000 Total Actual

FINANCIAL IMPACT:

This grant will be partially funded by the DEP Resilient Florida grant funding. Additional funding shall be taken from local stormwater funds. Funding will be appropriated through supplemental budget resolution.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Brad Hinote, City Engineer
William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. 25SRP02 - City of Pensacola Langley Avenue Stormwater Adaptation

PRESENTATION: No

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Pensacola Langley Avenue Stormwater Adaptation Agreement Number: 25SRP02

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Pensacola Entity Type: Local Government
Grantee Address: 222 West Main Street, Pensacola, Florida 32502 FEID: 59-6000406
(Grantee)

3. Agreement Begin Date: 7/1/2024 Date of Expiration: 6/30/2027

4. Project Number: Project Location(s): Escambia County, Florida
(If different from Agreement Number)

Project Description: The Project will install a new stormwater trunk main to route stormwater along Langley Avenue between Keystone Road and Spanish Trail Road to alleviate repeated flooding; the Project's design will include a provision for future sea level rise as a tailwater condition.

5. Total Amount of Funding: \$2,600,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	FY 24-25 GAA Line Item #1853	\$ 2,600,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 2,600,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 5,200,000.00

6. Department's Grant Manager Name: Matthew Behnke or successor Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399
Phone: 850-245-8305
Email: Matthew.Behnke@FloridaDEP.gov

Grantee's Grant Manager Name: William K. Boyer or successor Address: City of Pensacola
222 West Main Street
Pensacola, Florida 32502
Phone: 850-435-1602
Email: KBoyer@CityOfPensacola.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☒ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Pensacola **GRANTEE**

Grantee Name

By

(Authorized Signature)

Date Signed

D.C. Reeves, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By

Secretary or Designee

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Matthew Behnke

DEP QC Reviewer, Katharine Hoover

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

1 of 14

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

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does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

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general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

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is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 25SRP02**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of Pensacola Langley Avenue Stormwater Adaptation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$2,600,000 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021, or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25SRP02**

ATTACHMENT 3

PROJECT TITLE: City of Pensacola Langley Avenue Stormwater Adaptation

PROJECT LOCATION: The Project is located in City of Pensacola within Escambia County, Florida.

PROJECT DESCRIPTION:

The City of Pensacola (Grantee) will conduct the City of Pensacola Langley Avenue Stormwater Adaptation (Project) to install a new stormwater trunk main to route stormwater along Langley Avenue between Keystone Rd. and Spanish Trail Road to alleviate repeated flooding. The Project's design will include a provision for future sea level rise as a tailwater condition and will reduce current and projected future flooding. The Project will replace or add approximately 4,628 feet of pipes.

TASKS AND DELIVERABLES:

Task 1: Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (floridadep-slip.org) for more information.

Deliverables: The Grantee will provide the following:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2: Match Contribution

Description: The Grantee will conduct design, permitting, & bidding and contractor selection to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will provide the following:

- **2.1:** The Grantee will submit documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7.

Task 3: Construction

Description: The Grantee will construct a new stormwater trunk main to route stormwater along Langley Avenue between Keystone Rd. and Spanish Trail Road in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may

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include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **3.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **3.2:** A copy of the final design and record (as-built) drawings;
- **3.3:** A Certificate of Completion, signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of the project;
- **3.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **3.5:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
 - A summary of project and site inspection(s);
 - Meeting minutes to all attended meetings; and
 - Field notes.

Task 4: Stakeholder Engagement and Public Education

Description: The Grantee will engage with stakeholders and focus groups and may provide public education and information about the Project and its benefits in the following formats: 1) printed material for distribution such as brochure(s), postcard(s), door hanger(s), and display board(s); 2) website posting(s); 3) social media posting(s); 4) Public Service Announcement(s); 5) kiosk/sign(s) installed at the project location; 6) workshop(s); and 7) effectiveness survey(s).

Deliverables: The Grantee will provide the following:

- **4.1:** A copy of printed material for distribution, such as brochure(s), postcard(s), door hanger(s), and display board(s), in PDF format, along with the location and number of items distributed;
- **4.2:** A link to the website posting(s) or website page(s) developed for this task;
- **4.3:** A screenshot or copy of social media posting(s) in PDF format;
- **4.4:** A copy of the kiosk/sign(s) text and graphics and dated photograph(s) of when such kiosk/sign(s) were installed at the project location;
- **4.5:** A summary report from each workshop or meeting, including attendee feedback and outcomes;
- **4.6:** All materials created at each workshop or meeting, as applicable; and
- **4.7:** A copy of the effectiveness survey(s) and a summary of the results of such.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be

accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	\$0	\$0	\$0	Upon Execution	Before Commencing Construction
2	Match Contribution	Contractual Services	\$0	\$1,014,880	\$1,014,880	7/1/2021	3/31/2027
3	Construction	Contractual Services	\$2,585,000	\$1,585,120	\$4,170,120	7/1/2024	3/31/2027
4	Stakeholder Engagement and Public Education	Contractual Services	\$15,000	\$0	\$15,000	7/1/2024	3/31/2027

DEP Agreement No.: 25SRP02

Page 3 of 4

Rev. 9.9.24

Total:	\$2,600,000	\$2,600,000	\$5,200,000	
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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	24/25	37.098	Resilient Florida Programs	\$2,600,000.00	140065
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 25SRP02

CITY OF PENSACOLA LANGLEY AVENUE STORMWATER ADAPTATION

City of Pensacola

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 25SRP02

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 25SRP02

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 25SRP02

Project Title: City of Pensacola Langley Avenue Stormwater Adaptation

Grantee: City of Pensacola

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Pensacola is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-56

City Council

2/13/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-8 - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION - GRANT NO. 25SRP02 - CITY OF PENSACOLA LANGLEY AVENUE STORMWATER ADAPTATION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-8.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED:

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities as well as City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods.

The City of Pensacola will use grant funds received from the Florida Department of Environmental Protection Resilient Florida Program to install a new stormwater trunk main to route stormwater along Langley Avenue between Keystone Road and Spanish Trail Road to alleviate repeated flooding. The Project's design will include a provision for future sea level rise as a tailwater condition, reduce current and projected future flooding, and replace and/or add approximately 4,628 feet of pipes.

PRIOR ACTION:

No prior action.

FUNDING:

Budget \$2,600,000 DEP Resilient Florida Grant Funding

\$2,600,000 Local Match - Stormwater

\$5,200,000 Total Budget

Actual \$2,585,000 Construction (DEP Resilient Florida Grant Funding)
 \$15,000 Stakeholder Engagement (DEP Resilient Florida Grant Funding)
 \$1,585,120 Construction (Local Match - Stormwater)
 \$1,014,880 Contractual Services (Local Match - Stormwater)
 \$5,200,000 Total Actual

FINANCIAL IMPACT:

This grant will be partially funded by the DEP Resilient Florida grant funding. Additional funding shall be taken from local stormwater funds. Funding will be appropriated through supplemental budget resolution.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Brad Hinote, City Engineer
William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-8
2. Supplemental Budget Explanation No. 2025-8
3. 25SRP02 - City of Pensacola Langley Avenue Stormwater Adaptation

PRESENTATION: No

**RESOLUTION
NO. 2025-8**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	State Grants	7,924,022
Amended		
To Read:	State Grants	10,524,022
As Reads	Capital Outlay	5,178,792
Amended		
To Read:	Capital Outlay	7,778,792

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

FERUARY 2025 - FDEP GRANT NO. 25SRP02 - LANGLEY STMWR ADAPTATION - EXPLANATION NO. 2025-8

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
State Grants	2,600,000	Increase appropriation for State Grants - FDEP Grant- Main St- Phase II
Total Revenues	<u>2,600,000</u>	
Appropriations		
Capital Outlay	2,600,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>2,600,000</u>	

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Pensacola Langley Avenue Stormwater Adaptation Agreement Number: 25SRP02

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Pensacola Entity Type: Local Government
Grantee Address: 222 West Main Street, Pensacola, Florida 32502 FEID: 59-6000406
(Grantee)

3. Agreement Begin Date: 7/1/2024 Date of Expiration: 6/30/2027

4. Project Number: Project Location(s): Escambia County, Florida
(If different from Agreement Number)

Project Description: The Project will install a new stormwater trunk main to route stormwater along Langley Avenue between Keystone Road and Spanish Trail Road to alleviate repeated flooding; the Project's design will include a provision for future sea level rise as a tailwater condition.

5. Total Amount of Funding: \$2,600,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	FY 24-25 GAA Line Item #1853	\$ 2,600,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 2,600,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 5,200,000.00

6. Department's Grant Manager Name: Matthew Behnke or successor
Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399
Phone: 850-245-8305
Email: Matthew.Behnke@FloridaDEP.gov
Grantee's Grant Manager Name: William K. Boyer or successor
Address: City of Pensacola
222 West Main Street
Pensacola, Florida 32502
Phone: 850-435-1602
Email: KBoyer@CityOfPensacola.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☒ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Pensacola **GRANTEE**

Grantee Name

By

(Authorized Signature)

Date Signed

D.C. Reeves, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By

Secretary or Designee

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Matthew Behnke

DEP QC Reviewer, Katharine Hoover

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

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4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

Attachment 1

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does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. **Payment.**

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

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- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

Attachment 1

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

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general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

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is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 25SRP02**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of Pensacola Langley Avenue Stormwater Adaptation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$2,600,000 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021, or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25SRP02**

ATTACHMENT 3

PROJECT TITLE: City of Pensacola Langley Avenue Stormwater Adaptation

PROJECT LOCATION: The Project is located in City of Pensacola within Escambia County, Florida.

PROJECT DESCRIPTION:

The City of Pensacola (Grantee) will conduct the City of Pensacola Langley Avenue Stormwater Adaptation (Project) to install a new stormwater trunk main to route stormwater along Langley Avenue between Keystone Rd. and Spanish Trail Road to alleviate repeated flooding. The Project's design will include a provision for future sea level rise as a tailwater condition and will reduce current and projected future flooding. The Project will replace or add approximately 4,628 feet of pipes.

TASKS AND DELIVERABLES:

Task 1: Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (floridadep-slip.org) for more information.

Deliverables: The Grantee will provide the following:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**

Task 2: Match Contribution

Description: The Grantee will conduct design, permitting, & bidding and contractor selection to be used only as match contribution. This task is separate from tasks that include the combination of match contribution and Department reimbursement.

Deliverables: The Grantee will provide the following:

- **2.1:** The Grantee will submit documentation required for match requirements, as consistent with Attachment 1, Section 9 and Attachment 2, Section 7.

Task 3: Construction

Description: The Grantee will construct a new stormwater trunk main to route stormwater along Langley Avenue between Keystone Rd. and Spanish Trail Road in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may

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include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **3.1:** List of permit type, number, and issuing entity for all local, state, and federal permits required for the Project;
- **3.2:** A copy of the final design and record (as-built) drawings;
- **3.3:** A Certificate of Completion, signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of the project;
- **3.4:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent; and
- **3.5:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
 - A summary of project and site inspection(s);
 - Meeting minutes to all attended meetings; and
 - Field notes.

Task 4: Stakeholder Engagement and Public Education

Description: The Grantee will engage with stakeholders and focus groups and may provide public education and information about the Project and its benefits in the following formats: 1) printed material for distribution such as brochure(s), postcard(s), door hanger(s), and display board(s); 2) website posting(s); 3) social media posting(s); 4) Public Service Announcement(s); 5) kiosk/sign(s) installed at the project location; 6) workshop(s); and 7) effectiveness survey(s).

Deliverables: The Grantee will provide the following:

- **4.1:** A copy of printed material for distribution, such as brochure(s), postcard(s), door hanger(s), and display board(s), in PDF format, along with the location and number of items distributed;
- **4.2:** A link to the website posting(s) or website page(s) developed for this task;
- **4.3:** A screenshot or copy of social media posting(s) in PDF format;
- **4.4:** A copy of the kiosk/sign(s) text and graphics and dated photograph(s) of when such kiosk/sign(s) were installed at the project location;
- **4.5:** A summary report from each workshop or meeting, including attendee feedback and outcomes;
- **4.6:** All materials created at each workshop or meeting, as applicable; and
- **4.7:** A copy of the effectiveness survey(s) and a summary of the results of such.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be

accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	\$0	\$0	\$0	Upon Execution	Before Commencing Construction
2	Match Contribution	Contractual Services	\$0	\$1,014,880	\$1,014,880	7/1/2021	3/31/2027
3	Construction	Contractual Services	\$2,585,000	\$1,585,120	\$4,170,120	7/1/2024	3/31/2027
4	Stakeholder Engagement and Public Education	Contractual Services	\$15,000	\$0	\$15,000	7/1/2024	3/31/2027

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Rev. 9.9.24

Total:	\$2,600,000	\$2,600,000	\$5,200,000	
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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	24/25	37.098	Resilient Florida Programs	\$2,600,000.00	140065
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F

DEP AGREEMENT NO. 25SRP02

CITY OF PENSACOLA LANGLEY AVENUE STORMWATER ADAPTATION

City of Pensacola

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Exhibit F, DEP Agreement # 25SRP02

Page 1

6/30/2023

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

**PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

DEP AGREEMENT NO: 25SRP02

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: () _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

**Photo/video/audio/artwork/recording
file name(s):** _____

**Location of photo/video/audio
recording/artwork:** _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 25SRP02

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 25SRP02

Project Title: City of Pensacola Langley Avenue Stormwater Adaptation

Grantee: City of Pensacola

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Pensacola is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-35

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

RECYCLING PARTNERSHIP GRANT AGREEMENT

RECOMMENDATION:

That City Council accept the Recycling Partnership Grant Agreement in the amount of \$263,250 to improve curbside recycling services and resident engagement in the City. Further, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods, Goal #5: More Walkable, Mixed-Use Districts, and Goal #7: Thriving Innovation and Businesses.

This grant will help the City launch an improved curbside recycling opt-in program. A portion of the grant funds will be used to procure artificial intelligence-aided camera technology to monitor contamination, allowing the City to better manage contamination rates as materials are collected and providing opportunities for direct educational outreach to customers when needed to improve recycling outcomes. Additionally, this grant provides funding for community-wide education and outreach designed to encourage participation in the opt-in recycling program and to improve recycling behaviors.

PRIOR ACTION:

FUNDING:

Budget: \$263,250 Recycling Partnership Grant

Actual:	\$105,000	AI Technology For Five Collection Trucks
	<u>158,250</u>	Education and Outreach Materials and Advertising
	<u>\$263,250</u>	

FINANCIAL IMPACT:

The estimated grant award to the City would not exceed \$263,250.00. Grant funding to purchase AI technology for five collection trucks to manage contamination is \$105,000.00 and grant funding to pay for education and outreach materials and advertising is \$158,250.00. All costs associated with project implementation beyond the grant funding from The Partnership will be the responsibility of the grantee. Adoption of a supplemental budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/9/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Fred Crenshaw, Sanitation Services Director

ATTACHMENTS:

1. Recycling Partnership Grant Agreement Final 1.16.25
2. Affidavit Regarding the Use of Coercion for Labor and Services.MW 011525
3. Supplemental Budget Explanation No. 2025-10
4. Supplemental Budget Resolution No. 2025-10

PRESENTATION: No

RECYCLING PARTNERSHIP GRANT AGREEMENT

This Grant Agreement (“Grant Agreement”) is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc., with a principal place of business located at 20 F Street, NW, 7th Floor, Washington, DC 20001 (“The Partnership”), and the City of Pensacola, Florida, a local government organized pursuant to the laws of the State of Florida, with a principal place of business located at 222 W Main St, Pensacola, FL 32502 7th Floor (the “City” or “Grantee”), which are referred to collectively herein as the “Parties” and each individually as a “Party.”

RECITALS

WHEREAS, The Partnership is a tax-exempt organization under Section 501(a) of the Internal Revenue Code of 1986, as amended (“Code”), as an organization described in Code Section 501(c)(3) and is classified as a public charity described in Code Section 170(b)(1)(A)(vi);

WHEREAS, the purposes of The Partnership include furthering charitable and educational purposes within the meaning of Code Section 501(c)(3) by engaging in activities related to increasing recycling;

WHEREAS, the Grantee is a local government in the State of Florida that intends to initiate a curbside residential recycling program;

WHEREAS, the Grantee desires to improve curbside recycling services and resident engagement in the City by purchasing artificial intelligence-aided camera technology from Prairie Robotics (the “AI Technology”) to manage contamination and engaging in an education and outreach effort with the goal of establishing the Grantee’s residential curbside recycling program (the “Project”);

WHEREAS, the Parties have determined the Project will increase the collection of recyclables from the Grantee’s residential households;

WHEREAS, The Partnership has determined the Project will increase residential curbside recycling and provide environmental benefits and thereby further its charitable purposes within the meaning of Code Section 501(c)(3);

WHEREAS, The Partnership desires to further its charitable purposes by granting funds and providing access to resources, Partnership staff time, and other in-kind services (the “In-Kind Services”) to the Grantee to support the Project; and

WHEREAS, the Grantee is willing to accept grant funds and the In-Kind Services from The Partnership under the terms and conditions of this Grant Agreement, including, but not limited to, sharing recycling data and other information related to the Project with The Partnership and others as the Parties shall reasonably agree and recognizing the provision of grant funds by The Partnership in such manner and under such terms as the Parties shall reasonably agree.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Grant Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Grant Agreement Documents; Entire Agreement:** This Grant Agreement consists of this document and its attachments: Terms and Conditions (Attachment A), and Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.
- 2. Term:** This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on March 30, 2026 unless the Parties agree to terminate this Grant Agreement as set forth on Attachment A or amend this Grant Agreement as provided in Paragraph 8.
- 3. Grantee's Duties:** Subject to Paragraph 11 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Work Plan set out in Attachment B and under the conditions set forth in Attachment A.
- 4. Duties of Partnership and Grantee:** Subject to the Grantee satisfying the terms and conditions of this Grant Agreement, The Partnership shall make cash grants to the Grantee for the Project in an amount not to exceed TWO HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$263,250) to support the Project ("Cash Grants"). The details of the Cash Grants and the anticipated costs and expenditures associated with the Project are detailed in Attachment B, Section f. This Grant Agreement does not obligate The Partnership to distribute any Cash Grants to the Grantee or a Vendor, even if the required documentation is submitted to The Partnership, if the Partnership does not approve an Allowable Expenditure.

In addition to the Cash Grants, during the Grant Period The Partnership shall also provide the Grantee with access to the In-Kind Services with an estimated value of up to ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000). The purpose of the In-Kind Services is to support the Project through the provision of technical support for strategic planning, program assessment, program implementation, measurement activities, and recycling education and outreach including graphic design and recycling program educational and outreach material development. The amounts set forth below

represent The Partnership's intended distribution of the In-Kind Services to the Grantee.

Description of In-Kind Services from The Partnership	Projected Value
Access to Partnership educational campaign materials	Up to \$100,000
Dedicated technical assistance and education and outreach campaign design support from Partnership staff	Up to \$25,000
Total projected value of In-Kind Services	Up to \$125,000

In exchange for the Cash Grants and In-Kind Services from The Partnership, the Grantee will commit staff time and resources for the planning and implementation of the Project that is the subject of this Grant Agreement, including reviewing and approving Partnership-designed educational materials, producing and distributing educational materials, procuring AI Technology, and providing additional support as the Project requires in the Work Plan set out in Attachment B, and under the conditions set forth in Attachment A.

Subject to Paragraph 11 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Work Plan in accordance with the Anticipated Implementation Timeline described in the Work Plan.

5. Distribution Provisions: The Partnership shall distribute Cash Grants to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period to support the Project (collectively, "Allowable Expenditures" and individually, an "Allowable Expenditure"). An Allowable Expenditure is one associated with work performed or goods or services acquired to complete the Work Plan set out in Attachment B as determined by The Partnership in its sole and absolute discretion. As provided for in Attachment A, Section s, The Partnership may instead make payments of Cash Grants directly to the vendors paid by The Partnership, with the written permission of Grantee, to print, distribute, and/or translate educational materials or perform other services in connection with the Project (each a "Vendor"). Cash Grants other than those paid to Vendors, excluding the final payment of Cash Grants, shall be distributed to reimburse the Grantee for Allowable Expenditures, within thirty (30) days of receiving invoices prepared by the Grantee documenting Allowable Expenditures as described in Paragraph 6 hereof. Total Cash Grants from The Partnership will not exceed ninety percent (90%) of reimbursable costs until the submittal of a final report ("Final Report") as defined in Attachment A, Section q. The remaining ten percent (10%) of reimbursable expenses shall be paid within thirty (30) days of Final Report submittal. As provided in Attachment A, Section s, when distributing Cash Grants directly to vendors for the Project, instead reimbursing the Grantee, The Partnership may, in its sole and absolute discretion, waive the withholding of ten percent (10%) of Cash Grants until Final Report submittal. Cash Grants may be distributed to the Grantee or to Vendors for the Project by check or direct deposit, as the Grantee and The Partnership and a Vendor and The Partnership, as the case may be, shall mutually agree prior to the distribution of a Cash Grant.

6. Invoices: As described in Attachment A, Section r, the Grantee shall submit reimbursement requests to The Partnership in the form of an invoice using a template provided by The Partnership. All invoices submitted to The Partnership by the Grantee shall be accompanied by reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by the Grantee for work and services associated with Allowable Expenditures and by documentation that provides evidence of payment by the Grantee for all Allowable Expenditures submitted, which shall include copies of invoices for each Allowable Expenditure for which the Grantee is seeking reimbursement. The Grantee's final invoices must be received by The Partnership with the Final Report. Upon delivery of such invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety percent (90%) of the amount of the Cash Grants to be provided by The Partnership for Allowable Expenditures with the final ten percent (10%) available as detailed in Paragraph 5 hereof.

7. Contacts: Contacts for purposes of this Grant Agreement are set forth below.

Primary Partnership Contact:	Secondary Partnership Contact:	Grantee Contact:
Rob Taylor, Vice President of Grants and Community Development Telephone: (919) 777-3964 Email: rtaylor@recyclingpartnership.org	Michelle Metzler, Vice President of Grant Implementation Telephone: (564) 209-1569 Email: mmetzler@recyclingpartnership.org	Tim Kinsella Title: City Administrator Telephone: (850) 435-1631 Email: tkinsella@cityofpensacola.com

8. Changes and Amendments: This Grant Agreement may be amended in a writing signed by the Parties. Notwithstanding the foregoing, the amount of Cash Grants may be increased or decreased after an amendment is signed by an authorized person of the Grantee and The Partnership.

9. Assignment, Successors and Assigns: Neither Party may transfer, delegate or assign this Grant Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party. Any assignment in violation of this Paragraph will be void. Subject to the restrictions on assignability herein, the terms and conditions of this Grant Agreement will inure to the benefit and will be binding upon the Grantee and The Partnership and their respective permitted successors and assigns.

10. Signature Warranty: Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

11. Appropriations Limitation: All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the Pensacola City Council. Consequently, this Grant Agreement shall bind the Grantee only to the extent the Grantee appropriates sufficient funds for the

Grantee to perform its obligations hereunder.

12. **Governing Law and Venue.** This Grant Agreement is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Grant Agreement, and venue for a claim, actions or proceedings arising out of this Grant Agreement shall be Escambia County, Florida.

13. **Florida Public Records Act.** The parties acknowledge, understand and agree that this Grant Agreement and all written and electronic communications between the parties may be subject to public disclosure pursuant to Chapter 119, Florida Statutes ("Florida Public Records Act").

14. **Mandatory Use of E-Verify System.** In compliance with the provisions of Florida Statute 448.095, the Partnership hereby certifies that it and any of its subcontractors engaged in the performance of this Grant Agreement have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

[The balance of this page is intentionally left blank.]

The Parties have executed this Grant Agreement as of the Effective Date.

THE RECYCLING PARTNERSHIP, INC.

By: _____

Robert Taylor

Vice President of Grants and Community Development

Date: _____

CITY OF PENSACOLA, FLORIDA

By: _____

D. C. Reeves

Mayor

Date: _____

Attachment A: Terms and Conditions

- a. Termination:** Either Party may terminate this Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure such breach within the thirty (30) day period, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such event, the Grantee may still receive Cash Grants equal to the total amount of actual Allowable Expenditures paid or entered into in good faith and subject to the other terms and conditions of this Grant Agreement that were incurred by the Grantee and approved by The Partnership prior to receipt of a notice of termination from The Partnership if Grantee's invoices were submitted for reimbursement within thirty (30) days of such receipt date in accordance with Paragraphs 5 and 6 of this Grant Agreement.
- b. Notices:** All notices required by the terms of this Grant Agreement to be sent to each Party must be delivered by email with a read receipt requested to each Party's respective primary and secondary contacts set out in Paragraph 7 hereof.
- c. Recycled Paper:** The Partnership encourages the Grantee, if cost effective, to have all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.
- d. Lobbying and Political Activity:** The Grantee shall not use or appropriate any Cash Grant to (i) carry on propaganda or otherwise attempt to influence legislation or (ii) participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- e. Compliance with Work Plan:** The Grantee shall substantially adhere to the timeline and objectives detailed in the Work Plan set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.
- f. Extensions:** The Partnership may grant extensions of time for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to The Partnership's primary and secondary contacts set out in Paragraph 7 hereof at least sixty (60) days prior to the due date of an obligation.

- g. Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement unless approved in writing by The Partnership's primary or secondary contact set out in Paragraph 7 hereof.
- h. Travel Expenses:** Cash Grants from The Partnership may not be used for travel expenses without prior written approval from The Partnership's primary or secondary contact set out in Paragraph 7 hereof.
- i. Technical Assistance:** The Grantee agrees to work with The Partnership during the design, implementation, and monitoring of the program improvements, both educational and operational, during the Grant Period.
- j. Material Collection and Management of Recyclable Materials:** The Grantee shall provide The Partnership a list of the materials currently accepted for recycling by the Grantee's program. After a review by The Partnership of materials currently accepted for recycling by the Grantee's program, the Grantee shall work with the materials recovery facility or facilities ("MRF" or "MRFs" as the case may be) processing its recyclables, the Grantee's recycling collection contractor(s), if any, and The Partnership and/or a contractor hired at The Partnership's expense to evaluate the current mix of recycling materials collected residually and consider the inclusion of other recyclable materials as appropriate.

The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee, the Grantee's recycling collection contractor(s), if any, and/or the MRF processing the recyclable materials that are collected for recycling in connection with the Project will be delivered to a reputable processor for recycling and recovery. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials collected by the Grantee's program will be managed responsibly.

- k. Educational Best Practices:** The Partnership utilizes a behavior change approach to recycling education and outreach. The best practices related thereto consist of sending recycling education materials to all serviced residents with information about acceptable materials and information for residential curbside recycling that reinforce acceptable materials and address recycling contamination. At a minimum, The Partnership requires that Cash Grants allocated for education and outreach be used toward the procurement of direct-to-resident communications. The Partnership further requires that the Grantee cooperate with The Partnership in support of the design and implementation of the education and outreach campaign. Finally, The Partnership requires that the Grantee update its websites with updated messaging and information about the public recycling services in its jurisdiction based on recent

work with The Partnership to include at a minimum a listing of acceptable materials as well as information about residential curbside recycling requirements and services.

l. Publicity and Press Events: The Grantee may make public information regarding this Grant Agreement and the Project at any time after the Effective Date and in a manner which it deems appropriate. This requirement is not intended to limit or otherwise restrict the Grantee's public information obligations or requirements and is instead intended to allow the Parties to coordinate public announcements about this Grant Agreement and the Project. The Grantee agrees to cooperate with reasonable efforts by The Partnership during the Grant Period to publicize this Grant Agreement and the Project, including, but not limited to, designating a suitable representative to appear on behalf of the Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries. The Partnership agrees to give reasonable notice to the Grantee Contact regarding any such publicity events. The Grantee agrees to provide The Partnership with reasonable notice in advance of any efforts by the Grantee to publicize the Project for the purpose of allowing the Parties to coordinate any public announcements about the Project.

m. Graphic Design Edits: The Partnership will work with the Grantee to customize educational materials to fit the needs of the Grantee's campaign for the Project in accordance with the timeline established by the Parties. The Grantee must give at least five (5) days' notice for any edits or changes to educational materials that are to be reviewed by The Partnership. If the Grantee uses a third-party service provider for the design of education and outreach materials, The Partnership will cooperate with the third-party service provider by providing access to Partnership tools, artwork, and images for use by such third-party provider. The Partnership will not, however, provide customized design services to such a third-party service provider. The Partnership will work with the Grantee on campaign materials and will provide two (2) rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between the Parties. The Project timeline may be delayed if there are approval delays during the two (2) rounds of edits. This may result in the extension of the deadline for Project completion. It is a best practice to have one Grantee staff member serve as the point of contact for the Grantee and collect all approvals and edits to educational materials to deliver to The Partnership for graphic design completion. Unless otherwise agreed by the Parties, print buying and approvals are the sole responsibility of the Grantee.

n. Logo Usage: During the Grant Period, the Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials associated with the Project unless otherwise agreed by the Parties or prohibited by law. When a Partnership project is funded by one or more other funders, then, in addition to The Partnership logo, such funders may also need to be acknowledged by the Grantee in communications materials with the "Funded in part by" language, and the use of one or

more funder logos may be requested, with the final acknowledgment to be developed by mutual agreement between the Parties. Prior to finalization, The Partnership requires proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership and any of its funders. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo, and the logos of any of its funders and associated use of the “Funded in part by” phrasing. The Partnership understands that under no circumstances may the Grantee appear to be endorsing or advertising on behalf of a private business.

o. Compliance with Patent, Trademark and Copyright Laws: The Parties agree that all work performed under this Grant Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes. The Parties further agree that neither will use any protected patent, trademark, or copyright in performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents. The Parties agree to release, indemnify and save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work by the Parties under this Grant Agreement which infringes upon any patent, trademark or copyright protected by law.

p. Electronic Signatures and Electronic Records: The Partnership consents to the use of electronic signatures by the Grantee. This Grant Agreement, and any other documents requiring a signature that are related to this Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of this Grant Agreement or any document related thereto solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Grant Agreement or any document related thereto in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

q. Reporting and Additional Post-Award Requirements: The Grantee shall comply with reporting requirements, including:

- The Grantee shall provide The Partnership, within fifteen (15) days of the Effective Date, pursuant to the notice provisions in Section b of Attachment A hereof, an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, that is signed and dated in the current year.
- The Grantee shall deliver to The Partnership recycling data reports on a quarterly basis for the later of (i) the end of the Grant Period as defined in Paragraph 2 of this Grant Agreement and (ii) one (1)

calendar year beyond the date of the implementation of the Project. Such reports shall be submitted electronically to The Partnership via a reporting system and format established by The Partnership.

- The Grantee shall establish a profile in The Partnership's Recycling Program Solutions Hub ("Solutions Hub") and a representative of the Grantee shall become a verified representative for the City in the Solutions Hub. Access to and use of the Solutions Hub is free. The Grantee, upon finalization of this Grant Agreement, shall complete the general information section of the Grantee's community profile, update information in the Solutions Hub for Grantee's current recycling efforts (if any), and shall submit recycling data about its most recently completed annual period (if any) into the Solutions Hub. Finally, to aid in the tracking of the long-term impacts of the work conducted as a part of the Project, the Grantee commits to updating its profile and to reporting annually about its recycling efforts in the Solutions Hub for five (5) years following the term of this Grant Agreement.
- The Grantee shall submit to The Partnership for review a draft final report (hereafter "Final Report") at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Report and feedback to the Grantee regarding the draft Final Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Report, and a fully reviewed and finalized Final Report is required to be submitted by the end of the Grant Period.
- Additional reporting requirements may be included in Work Plan set out in Attachment B.

r. Reimbursement: Other than Cash Grants paid directly by The Partnership to the one or more Vendors paid by The Partnership as provided for in Attachment A, Section s, Cash Grants will be distributed by The Partnership on a reimbursement basis. When seeking reimbursement for grant related expenditures, the Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. Each invoice should be accompanied by associated proof that the Grantee paid the invoice in question. Acceptable proof of payment includes copies of canceled checks or Grantee finance system reports showing that payment was made.

The Partnership shall reimburse the Grantee for actual Allowable Expenditures with The Partnership retaining ten percent (10%) of the amount of the Cash Grants until all grant-related activities are completed and all reports are received and accepted. The remaining ten percent (10%) of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described in Section q.

The Partnership may withhold Cash Grants if the Grantee does not meet its reporting obligations set out in Section q.

s. Vendors Paid by The Partnership: The Partnership may, in its sole discretion, and with the written permission of the Grantee, hire vendors and distribute Cash Grants directly to Vendors for the purpose of performing activities in support of the Project. Such Vendors shall be hired to provide

various goods and services, including, but not limited to, printing, mailing, and translation services for the Project. No Vendor hired may be an employee of the Grantee or an entity controlled, as determined by The Partnership in its sole and absolute discretion, by an employee of the Grantee or members of the family (as defined in Code Section 4958(f)(4)) of an employee of the Grantee or The Partnership. Furthermore, it is expressly understood and agreed that each Vendor hired under this section shall be and operate as an independent contractor and not as an agent, representative, or employee of the Grantee or The Partnership. Any Vendor hired will have the exclusive right to control the details of its operations and activities and will be solely responsible for the acts and omissions of its officers, agents, servants, employees, and subcontractors. It is further understood that neither the Grantee nor The Partnership will in **any** way be considered a co-employer or joint employer of any vendor or any officers, agents, servants, employees, contractors, or subcontractors of a vendor. No Vendor, or officers, agents, servants, employees, contractors, or subcontractors of any Vendor hired under this section will be entitled to any employment benefits from the Grantee or The Partnership. The Partnership shall notify the Grantee in writing of its intent to hire Vendors and shall include the Grantee in the process to integrate the services to be provided by such Vendors into the Work Plan as outlined in Attachment B. Such Vendors shall (i) provide evidence of commercially reasonable insurance for the services provided and (ii) indemnify and hold harmless The Partnership and the Grantee for third party and other claims related to the services provided, each under such terms and conditions as determined by The Partnership in its sole discretion.

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Attachment B: Work Plan

a. Background: The Grantee is a municipal government in the State of Florida with a population of approximately 54,312 people and 22,926 households. The Grantee suspended its curbside recycling collection program in 2023 due to extreme contamination and unmanageable processing fees. The Grantee intends to restart version 2.0 of curbside recycling collection in March 2025. Grantee and The Recycling Partnership intend to collaborate to ensure a successful relaunch by building a program that creates a foundation for Grantee to sustainably manage it post-launch.

The Grantee will collect the recyclables and deliver them to one of three acceptable MRF's (WM Ft. Walton Beach; ECUA MRF, or Baldwin County Alabama) in the region once they complete an RFP process and award a contract. Grantee will have a MRF contract in place by March 15, 2025.

b. Project Description: With the support of grant funding and assistance from The Partnership, the Grantee plans to relaunch its curbside recycling program as an opt-in program with the desire to grow quality participation. Grantee will use its existing fleet of trucks, truck operators and recycling carts to provide collection services and will place the AI Technology on its vehicles to help identify contamination at individual households and use that technology to deliver targeted messaging to those households. In addition, the Grantee and The Partnership will deliver robust education and awareness materials that will inform residents about their ability to participate and opt-in to the program as well as how and what to properly recycle. Outreach materials shall include mailers, digital messaging, advertising, and other techniques that The Partnership assists the Grantee in developing.

c. Measurement Plan: The Grantee will implement a system for tracking the number of households eligible to receive curbside recycling collection services along with the number of households that have chosen to opt- in and been issued a recycling cart (the "Participating Households"). The Grantee will implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables generated by and collected from its curbside recycling Participating Households that have opt-ed into service. As able, the Grantee will also implement a system for tracking recycling setout rates and monthly contamination rates of recyclable materials generated by and collected from curbside recycling Participating Households.

Required reports transmitting the number of households participating in curbside recycling collection services, monthly tonnage data, recycling set-out rates, monthly contamination data, and other project elements will be provided to The Partnership as outlined in Attachment A, Section q Reporting and Additional Post-Award Requirements, of Attachment A.

It is further possible, but not required, that The Partnership may present the Grantee with the opportunity

to collaborate in a Partnership-funded study to assess pre- and/or post-implementation capture rates for individual recyclable materials. Such a study, if conducted, will be planned in collaboration with the Grantee and the Grantee collection contractor, and the Grantee will have access to results of this measurement work.

d. Public Outreach Plan: The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of the Grantee's curbside recycling program utilizing the approach outlined in Section k, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign. This educational effort will focus on informing residents about the new opt-in curbside recycling program, informing residents about which materials may be recycled, increasing participation in the curbside recycling program, and improving the quality of the recyclable materials collected. The Grantee will work with The Partnership to localize educational materials from The Partnership's current library of templated recycling outreach materials. At a minimum, the education campaign will target approximately 22,926 households in Grantee's jurisdiction multiple times using direct mail pieces that educate residents on what materials are accepted for recycling and how to access curbside recycling from March 2024-April 2025. The Grantee agrees to work with The Partnership to update previously designed materials, and the Grantee agrees to provide an address list for the mailer to the residents.

Proposed outreach will include:

- A minimum of three (4) direct mail postcards sent to households identified as not participating in the recycling program.
- A cart delivery packet when recycle carts are redelivered to homes.
- A minimum of three (3) direct mail postcards sent to Participating Households reminding them of what can and cannot be recycled.
- Personalized direct to resident contamination cards – home identified through the AI Technology.
- Paid social media advertising through existing Grantee channels.
- Earned media developed in cooperation with the Grantee communications teams including a kickoff event.

In addition, and as agreed upon by the Parties, outreach efforts may be expanded to include one or more of the following outreach elements:

- Bill-inserts;
- Digital or other paid advertisements; and/or
- Other strategies determined effective by the Parties.

e. Anticipated Implementation Timeline: The Parties agree to develop and maintain a detailed Project Timeline providing milestones in the implementation of the project. The anticipated key dates in the project are outlined below:

- December 2024 – Grantee collaborates with The Partnership to start developing outreach materials; and agree upon the timeline and marketing plan.
- January 2025 -Grantee finalizes MRF contract and informs The Partnership of final materials acceptance
- February 2025 first mailer is sent to residents announcing the restart of service and how to opt-in.
- March 2025 – Grantee delivers recycling carts and begins service.
- March 2025 to March 2026 – Grantee runs outreach campaign including AI Technology identified contamination messaging and measuring the number of households receiving messaging generated as a result of the AI Technology. A planned timeline will be agreed upon with the assigned Partnership project manager.
- April 2026 – Project complete.

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various elements of this project. With this in mind, the above dates are intended as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then the Parties agree to revisit the timeline and adjust as necessary to pursue the successful implementation of the project as described in this Work Plan. In addition, and as necessary, the Parties may modify the Grant Period as set out in Paragraph 2 of this Grant Agreement.

f. Project Budget and Grant Funding: The amounts set forth in the table below represent The Partnership’s intended distribution of Cash Grants to the Grantee:

Grant Element Description	Grant Amount
Grant funding to purchase the AI Technology for five collection trucks to manage contamination.	\$105,000
Grant funding to pay for education and outreach materials and advertising.	\$158,250
Total not to exceed	\$263,250

All costs associated with Project implementation beyond the grant funding from The Partnership will be the responsibility of the Grantee. It is understood by the Parties that the Grantee may combine Cash Grants with local funding as well as grant funding from other sources to fund the Project. It is also understood by the Parties that actual expenses may vary depending on a variety of factors, including the cost of developing the recycling location and the actual expenses associated with the Grantee’s education and outreach effort. Upon mutual written agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories. The actual amount of Cash Grants will be based on actual reimbursable expenditures as outlined in Paragraph 5 of the Grant Agreement and Section r, Reimbursement, of Attachment A, and the total amount of Cash Grants shall not exceed the amount

specified in Paragraph 4 of this Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 11 of this Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual Allowable Expenditures incurred.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: The Recycling Partnership, Inc.

Vendor FEIN: 37-1622018

Vendor's Authorized Representative Name and Title: Molly Whitlatch, VP of Legal Services

Address: 20 F Street NW, 7th Floor

City: Washington State: DC ZIP: 20001

Phone Number: 743-230-2243

Email Address: mwhitlatch@recyclingpartnership.org

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____



AUTHORIZED SIGNATURE

Print Name and Title: Molly Whitlatch, VP of Legal Services

THE CITY OF PENSACOLA

FERUARY 2025 - SUPPLEMENTAL BUDGET RESOLUTION - RECYCLING PARTNERSHIP GRANT - EXPLANATION NO. 2025-10

FUND	AMOUNT	DESCRIPTION
SANITATION FUND		
Estimated Revenues		
Non - Operating Sources	263,250	Increase appropriation for Non- Operating Sources
Total Revenues	<u>263,250</u>	
Appropriations		
Capital Outlay	263,250	Increase appropriation for Capital Outlay
Total Appropriations	<u>263,250</u>	

**RESOLUTION
NO. 2025-10**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SANITATION FUND

To:	Non- Operating Sources	263,250
As Reads	Capital Outlay	1,268,336
Amended		
To Read:	Capital Outlay	1,531,586

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-111

City Council

2/13/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION - NO. 2025-10 - RECYCLING PARTNERSHIP GRANT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-10.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts & Neighborhoods, Goal #5: More Walkable, Mixed-Use Districts, and Goal #7: Thriving Innovation and Businesses.

This grant will help the City launch an improved curbside recycling opt-in program. A portion of the grant funds will be used to procure artificial intelligence-aided camera technology to monitor contamination, allowing the City to better manage contamination rates as materials are collected and providing opportunities for direct educational outreach to customers when needed to improve recycling outcomes. Additionally, this grant provides funding for community-wide education and outreach designed to encourage participation in the opt-in recycling program and to improve recycling behaviors.

PRIOR ACTION:

September 28, 2023 -- City Council amended City Code thereby eliminating curbside recycling.

FUNDING:

Budget:	\$263,250	Recycling Partnership Grant
Actual:	\$105,000	AI Technology For Five Collection Trucks
	<u>158,250</u>	Education and Outreach Materials and Advertising
	<u>\$263,250</u>	

FINANCIAL IMPACT:

The estimated grant award to the City would not exceed \$263,250.00. Grant funding to purchase AI technology for five collection trucks to manage contamination is \$105,000.00 and grant funding to pay for education and outreach materials and advertising is \$158,250.00. All costs associated with project implementation beyond the grant funding from The Partnership will be the responsibility of the grantee. Adoption of the supplemental budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

1/9/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Fred Crenshaw, Sanitation Services Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-10
2. Supplemental Budget Explanation No. 2025-10

PRESENTATION: No

**RESOLUTION
NO. 2025-10**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SANITATION FUND

To:	Non- Operating Sources	263,250
As Reads	Capital Outlay	1,268,336
Amended		
To Read:	Capital Outlay	1,531,586

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

FERUARY 2025 - SUPPLEMENTAL BUDGET RESOLUTION - RECYCLING PARTNERSHIP GRANT - EXPLANATION NO. 2025-10

FUND	AMOUNT	DESCRIPTION
SANITATION FUND		
Estimated Revenues		
Non - Operating Sources	263,250	Increase appropriation for Non- Operating Sources
Total Revenues	<u>263,250</u>	
Appropriations		
Capital Outlay	263,250	Increase appropriation for Capital Outlay
Total Appropriations	<u>263,250</u>	