City of Pensacola

Agenda Conference

Agenda

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

March 24, 2025, 3:30 PM **Hagler-Mason Conference Room, 2nd Floor**

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

ROLL CALL

PRESENTATION ITEMS

1. 25-322 PRESENTATION - HAAS CENTER 2024 RESIDENT SATISFACTION SURVEY

Recommendation: That City Council receive a presentation from Nicole Gislason for the UWF Haas Center 2024 Resident Satisfaction Survey.

Sponsors: DC Reeves, Mayor, Jared Moore, Council President

Attachments: *2024 Resident Satisfaction Survey*
PRESENTATION

REVIEW OF CONSENT AGENDA ITEMS

2. 25-326 EIGHTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP (LOT 7 AT THE COMMUNITY MARITIME PARK)

Recommendation: That City Council approve and authorize the Mayor to execute the Eighth Addendum to the Parital Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcel 7 of the Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through June 30, 2025. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer this 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: *Eighth Addendum to Valencia Option Agreement for Lot 7*

3. 25-327 ACQUISITION OF REAL PROPERTY - 1818 NORTH PALAFOX STREET (HOLLICE T WILLIAMS STORMWATER PARK PROJECT)

Recommendation: That City Council approve the purchase of real property located at 1818 North Palafox Street (Parcel ID# 000S009010060106) from PLVS ULTRA LLC for an amount not-to-exceed $377,000 plus appropriate closing costs, with the caveat of seller's delivery of an appropriately cleared, vacant parcel prior to closing, as part of the Hollice T Willliams 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.

Sponsors: DC Reeves, Mayor

Attachments: *NOI Acquisition 1818 N Palafox - J Ellis*
Appraisal - 1818 N Palafox - truncated reduced

4. 25-90 AIRPORT - BLUE AIR TRAINING LLC CONSENT TO SUBLEASE TO SKYWARRIOR FLIGHT TRAINING LLC

Recommendation: That City Council authorize the Mayor to execute written consent allowing Blue Air Training LLC to sublease portions of its Leased Premises to SkyWarrior Flight Training LLC. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer the written consent, consistent with the terms of the agreement and the Mayor’s Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Written Consent to Blue Air Training LLC*

5. 25-276 AWARD OF BID NO. 25-020 - 12TH AVENUE AT FAIRFIELD DRIVE DRAINAGE IMPROVEMENTS PROJECT

Recommendation: That City Council award Bid # 25-020, 12th Avenue at Fairfield Drive Drainage Improvements Project to Site & Utility, LLC of Pensacola, Florida, the lowest and most responsible bidder with a base bid of $246,580.00 plus a 10% contingency of $24,658.00 for a total of $271,238.00. 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: *Bid Tabulation*
12th & Fairfield Project Limits

6. 25-336 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of $500 to Jack and Jill of America from the City Council Discretionary Funds for District 4.

Sponsors: Jared Moore, Council President

Attachments: *None*

7. 25-349 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of $1,000 to Jack and Jill of America and $1,000 to the Allen Community Development and Service Center from the City Council Discretionary Funds for District 5.

Sponsors: Teniade Broughton, Council Member

Attachments: *None*

8. 25-335 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of $1,000 to Equity Project Alliance and $250 to Jack and Jill of America from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton, Council Vice President

Attachments: *None*

REVIEW OF REGULAR AGENDA ITEMS

9. 25-275 APPOINTMENTS - PARKS AND RECREATION BOARD

Recommendation: That City Council appoint four (4) individuals to the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2028.

Sponsors: Jared Moore, Council President

Attachments:
Member List
Application of Interest - Kristin L Brown
Resume - Kristin L Brown
Application of Interest - Antonio Bruni
Nomination Form - Adella Cushing
Application of Interest - Adella Cushing
Resume - Adella Cushing
Nomination Form - Dr. Shirley Lewis-Brown
Application of Interest - Shirley Lewis-Brown
Application of Interest - Justine Roper
Ballot

10. 25-273 APPROVAL OF YEAR 3 AGREEMENT WITH ESCAMBIA CHILDREN'S

TRUST FOR OUT-OF-SCHOOL TIME GRANT - AFTER SCHOOL PROGRAMMING AT CITY RESOURCE CENTERS

Recommendation: That City Council approve the renewal of the agreement between Escambia Children's Trust and the City of Pensacola for funding of free after-school programming at City Resource Centers. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this 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: *City of Pensacola Year 3 Escambia Children's Trust Agreement*

11. 25-274 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-13 - YEAR 3 AGREEMENT WITH ESCAMBIA CHILDREN'S TRUST FOR OUT-OF-SCHOOL TIME GRANT - AFTER SCHOOL PROGRAMMING AT CITY RESOURCE CENTERS

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-13.

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. 2025-13*
Supplemental Budget Explanation No. 2025-13

12. 25-323 REVISED - APPROVAL OF LEASE AGREEMENT WITH THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES FOR PORT OF PENSACOLA WAREHOUSE #8

Recommendation: That City Council approve the Lease Agreement between the City of Pensacola and The University of West Florida Board of Trustees for the lease of Warehouse #8 at the Port of Pensacola. Further, that City Council authorize the Mayor to take those actions necessary to finalize, execute, and administer this Lease, consistent with the terms of the attached draft lease agreement and the Mayor’s Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *UWF Lease at Port*
REVISED - UWF Lease at Port

13. 25-340 REVISED - SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-15 - APPROVAL OF LEASE AGREEMENT WITH THE UNIVERSITY OF WEST

FLORIDA BOARD OF TRUSTEES FOR PORT OF PENSACOLA WAREHOUSE #8

Recommendation: That City Council adopt supplemental Budget Resolution No. 2025-15:

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. 2025-15
Supplemental Budget Explanation No. 2025-15
REVISED - Supplemental Budget Resolution No. 2025-15
REVISED - Supplemental Budget Explanation No. 2025-15

14. 25-325 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-14 - FY 2025 NON-ENCUMBERED CARRYOVER - GENERAL FUND & LAW ENFORCEMENT TRUST FUND (LETF) ADDITIONAL BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-14.

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. 2025-14
Supplemental Budget Explanation No. 2025-14
Attachment A
FYE 2024 Fund Balance Breakdown - General Fund

CONSIDERATION OF ANY ADD-ON ITEMS

DISCUSSION ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

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 #: 25-322 | Agenda Conference | 3/24/2025

PRESENTATION

SPONSOR: DC Reeves, Mayor, Jared Moore, Council President

SUBJECT:

PRESENTATION - HAAS CENTER 2024 RESIDENT SATISFACTION SURVEY

RECOMMENDATION:

That City Council receive a presentation from Nicole Gislason for the UWF Haas Center 2024 Resident Satisfaction Survey.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The University of West Florida -- Haas Center conducts a Resident Satisfaction Survey in an effort to measure the City's progress towards becoming a "City of Excellence."

The City has commissioned the Haas Center to administer and analyze the 2024 Resident Satisfaction Survey. The survey measures residents' perceptions of the City's appearance, infrastructure, service satisfaction levels and top priorities.

The presentation will provide an overview of the 2024 survey and results.

PRIOR ACTION:

December 10, 2024 - January 17, 2025- UWF Haas Center Resident Satisfaction Survey available

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Jason Wheeler, Public Information / Strategic Communications Officer
Don Kraher, Council Executive

ATTACHMENTS:

1. 2024 Resident Satisfaction Survey
2. PRESENTATION

PRESENTATION: No

2024 Resident Satisfaction Survey

City of Pensacola

March 4, 2025

Haas Center
UNIVERSITY of WEST FLORIDA

City of Pensacola Resident Satisfaction Survey 2024

Executive Summary

Most respondents, 70 percent, indicate the City of Pensacola is going in the right direction – an improvement from 67 percent in 2023. Surveyed residents "love" Pensacola for the waterfront access, arts, culture and festivals and feeling of safety. Reducing homelessness and addressing the high cost of housing were the top 2 priorities for residents surveyed. While reducing homelessness was also the top priority in 2023, decreasing crime was the second highest priority. Decreasing crime was the fourth highest priority among participating residents in 2024. About 81 percent of respondents would utilize discounted parking permits for city residents if they were offered.

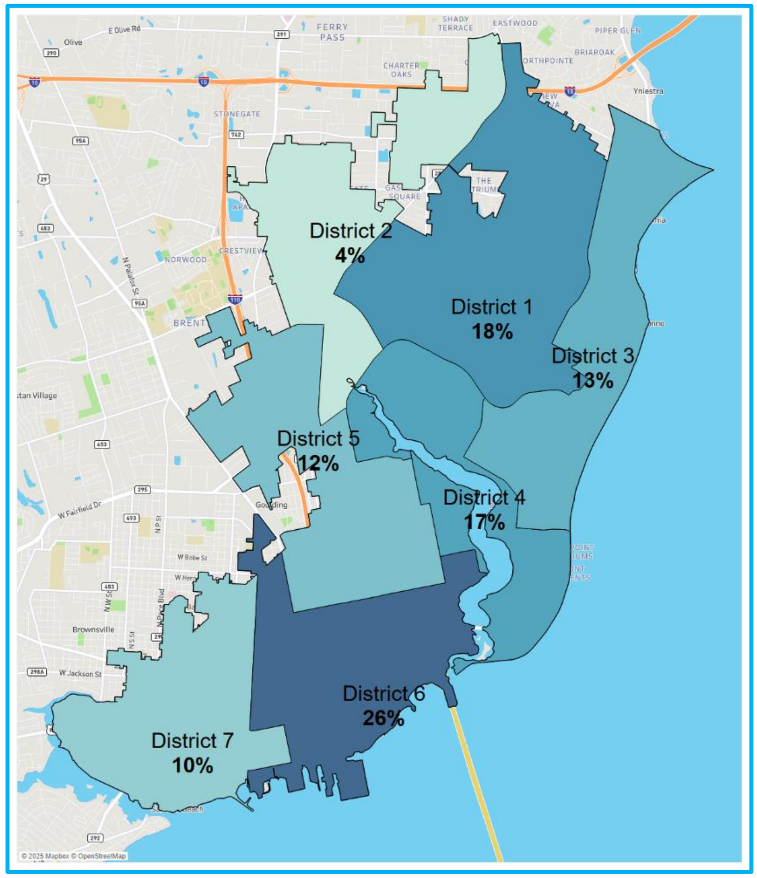


Figure 1: City District Map with Response Rates

Methodology

The 2024 resident satisfaction survey was conducted from December 9, 2024, through January 17, 2025. Researchers disseminated the survey to residents via postcard, email, and social media. Postcards containing a QR code and URL, as well as a phone number for residents to call, were sent to 20,801 residences within the city limits. The Haas Center obtained 2,863 responses from individuals over the age of 18, and of them, 1,504 lived within the city limits of Pensacola. Results were weighted by gender and race to better align with the city's population. According to the U.S. Census, the city of Pensacola has approximately 54,026 residents residing within the city limits. **Figure 1** shows the map of districts with response rates from the 2024 survey. The district demographics are summarized in the appendix. There are 7 districts, each home to an even population range of 13-15 percent of the city's total population. The results of the survey suggest that districts 2 and 7 are slightly underrepresented in the survey data, as there were 4 percent and 10 percent respectively. Whereas districts 1, 4, and 6 are slightly oversampled, yielding 17 percent or higher in the survey.

What makes Pensacola special?

Good jobs, proximity to waterfront, and recreational activities are just a few of the reasons why residents call Pensacola home. When asked what residents "*love*" most about living in Pensacola, 31 percent *love* access to waterfront; 27 percent *love* arts, culture, and festivals; 20 percent *love* feeling safe in their community; and 10 percent *love* the cost of living. The remaining reasons are listed in **Figure 2**. Most responses came from long-term residents. About 67 percent of the respondents have been living in Pensacola for 6 or more years, 18 percent lived here for 3-5 years and about 15 percent have been residents for 2 years or less.

Residents were asked which industry they felt would bring the most growth to the Pensacola economy. The top selection was hospitality/tourism, with 26 percent, followed by aviation and aerospace with 23 percent. The 8 industries included in the survey are summarized by **Figure 3**.

Figure 2: What do you love most about living in the City of Pensacola?

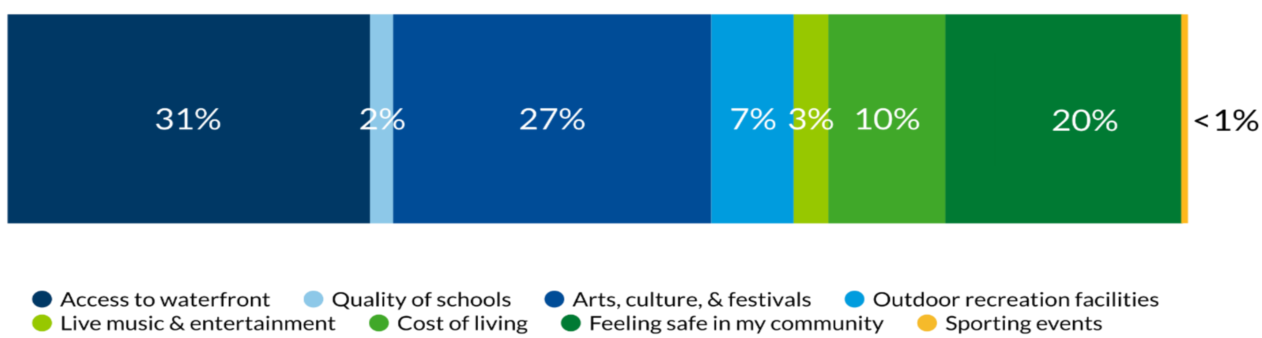
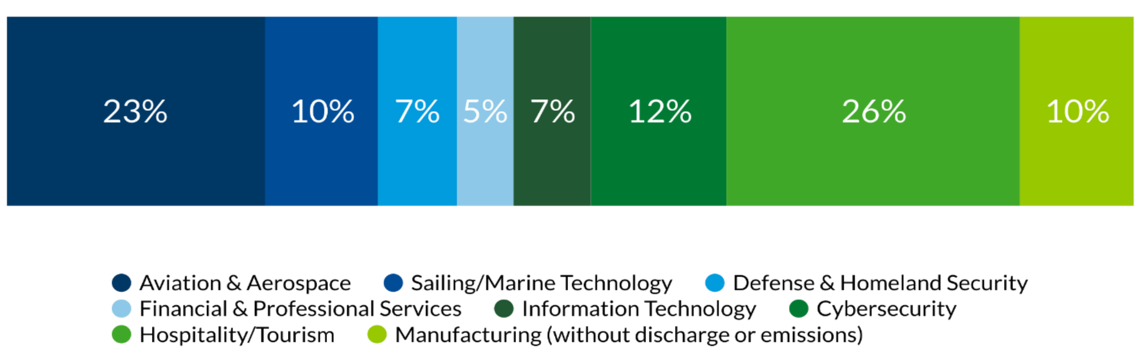
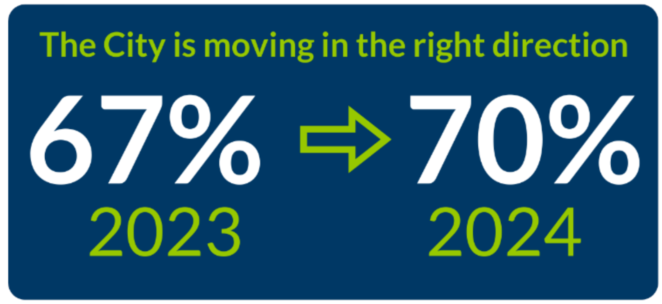


Figure 3: Which industry has the greatest potential to grow the Pensacola economy?



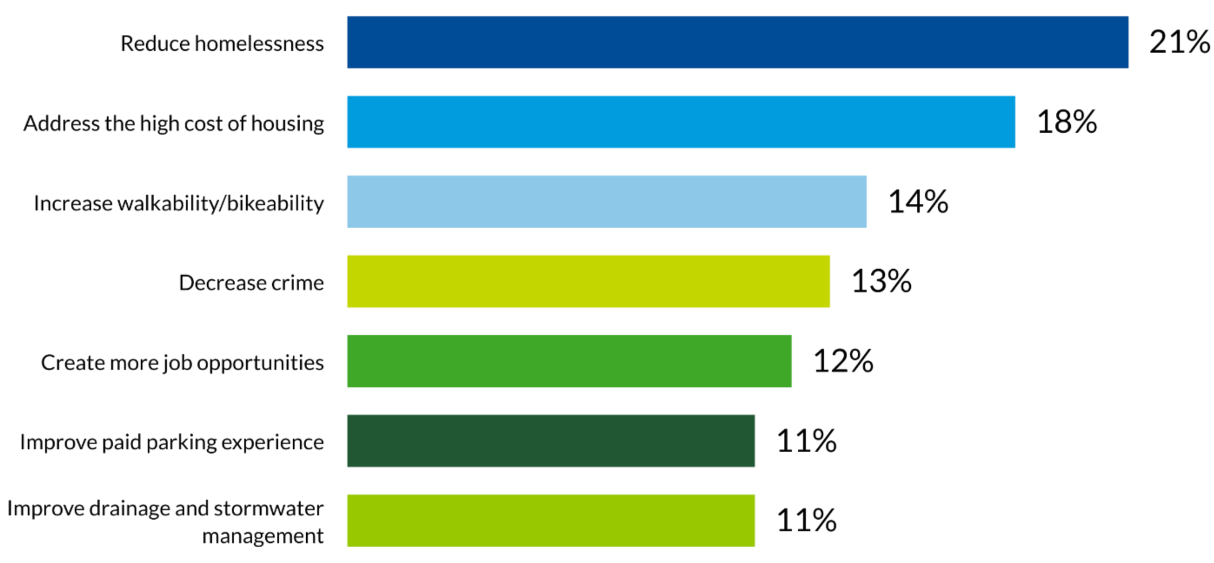
Most respondents, 70 percent, felt that the City is going in the right direction – an improvement from 67 percent in 2023. As for downtown Pensacola, 69 percent felt that the area was the crucial economic, tourism, and placemaking driver as the leading tax generator of the city, also improving since the prior year by one percentage point.



City Initiatives

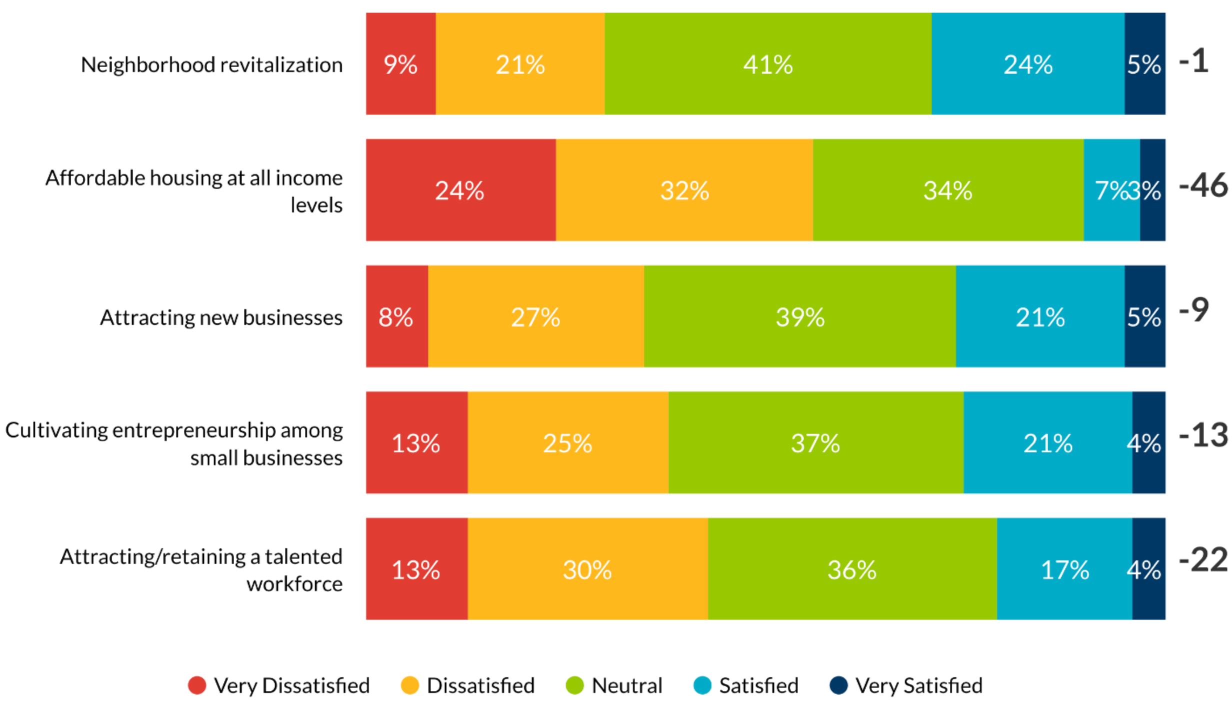
Participants were given a list of city initiatives and asked to choose their top 2 priorities. Results for 2024 are shown in **Figure 4**, with 21 percent of participants reporting their top priority is to reduce homelessness. Addressing the cost of housing was the second highest priority with 18 percent. Unfortunately, housing affordability is a challenge across the nation. While reducing homelessness was also the top priority in 2023, decreasing crime was the second highest priority. Decreasing crime was the fourth highest priority among participating residents in 2024. Improving the paid parking experience and improving drainage and stormwater management tied as the lowest priority for participating residents with 11 percent each.

Figure 4: Please select your top 2 priorities



When residents were asked how satisfied they were with the City's efforts to improve over the last year, the results were overwhelmingly neutral for all groups. By removing the neutral responses, we can better understand the participants' satisfaction levels. **Figure 5** shows the satisfaction levels by percentage, as well as the satisfaction score at the end of each category. Neighborhood revitalization had the highest level of satisfaction with 29 percent and an overall satisfaction score of -1, but it did decline in satisfaction from 2023 to 2024 by 2 percentage points. Attracting new businesses rated the second highest with 26 percent and -9 overall. Affordable housing at all income levels had the highest rate of dissatisfaction with 56 percent and an overall satisfaction rate of -46.

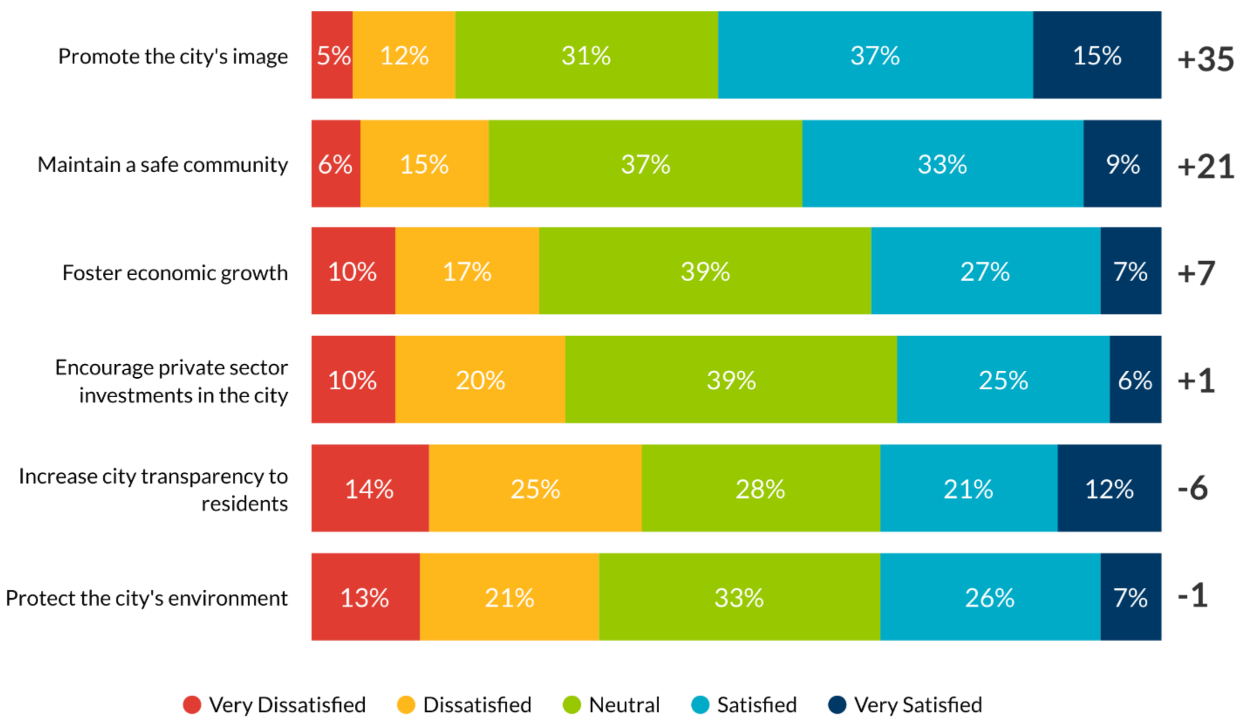
Figure 5: When thinking about efforts to improve the city, how satisfied are you with the following?



Residents were polled about the performance of the city in key categories where they rated 1 if they were very dissatisfied and 5 if they were very satisfied. **Figure 6** has the key areas and respondents' level of satisfaction, as well as the overall satisfaction scores after removing neutral responses. About 52 percent of individuals were satisfied or very satisfied with the efforts to promote the city's image, resulting in a +35 overall satisfaction score. Maintaining a safe community had the second highest satisfaction rate with 42 percent of participants being either satisfied or very satisfied and an overall score of +21. Increasing city transparency to residents and protecting the city's environment had the lowest overall satisfaction scores with -6 and -1, respectively.

Though these two questions had a negative score, they still yielded an improvement from 2023. The percent of respondents that agree/strongly agree with these categories each increased from 22 percent in 2023 to 33 percent in 2024.

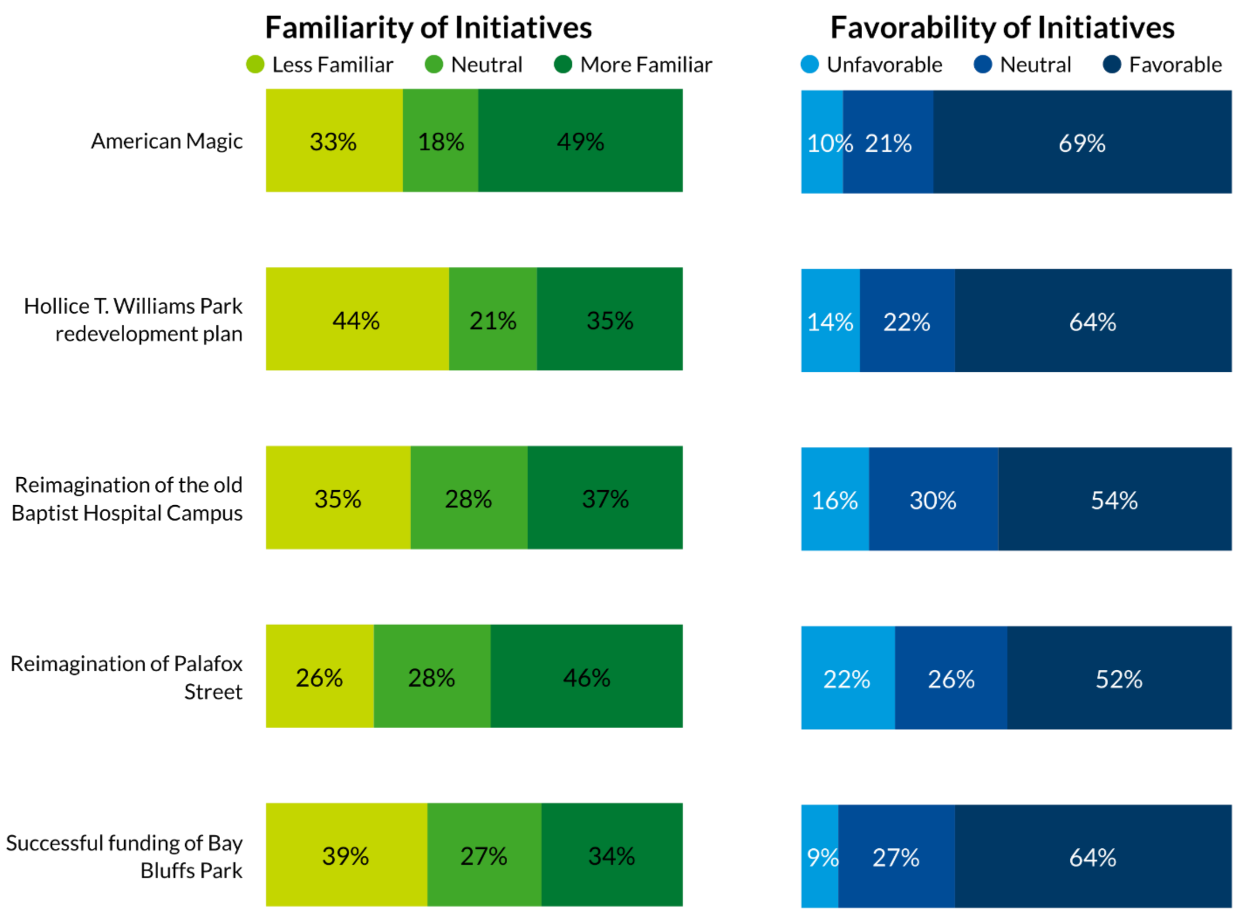
Figure 6: When thinking about the City's performance in the following key areas, how satisfied are you with the following?



The 2024 survey asked how familiar residents were with new city initiatives. If residents were familiar with the initiative, they were then asked how favorably they viewed the city initiative. The survey used a scale of 1 to 5, where 1 was not at all familiar and not at all favorable, and 5 was extremely familiar and extremely favorable. **Figure 7** summarizes the level of familiarity with recent city initiatives, as well as how favorably the initiatives are perceived. The initiative that residents were the most familiar with was American Magic, with 49 percent, followed closely by the reimagination of Palafox Street, with 46 percent. Residents expressed less familiarity towards the funding of Bay Bluffs Park and the redevelopment plan for Hollice T. Williams Park, with 44 percent and 39 percent, respectively.

Based on participants that were familiar with these city initiatives, American Magic had the highest rate of favorability with 69 percent. The Hollice T. Williams Park redevelopment plan and successful funding of Bay Bluffs Park initiatives had the second highest favorability ratings with 64 percent each. Participants viewed the reimagination of Palafox Street least favorably, however 52 percent still viewed the initiative favorably.

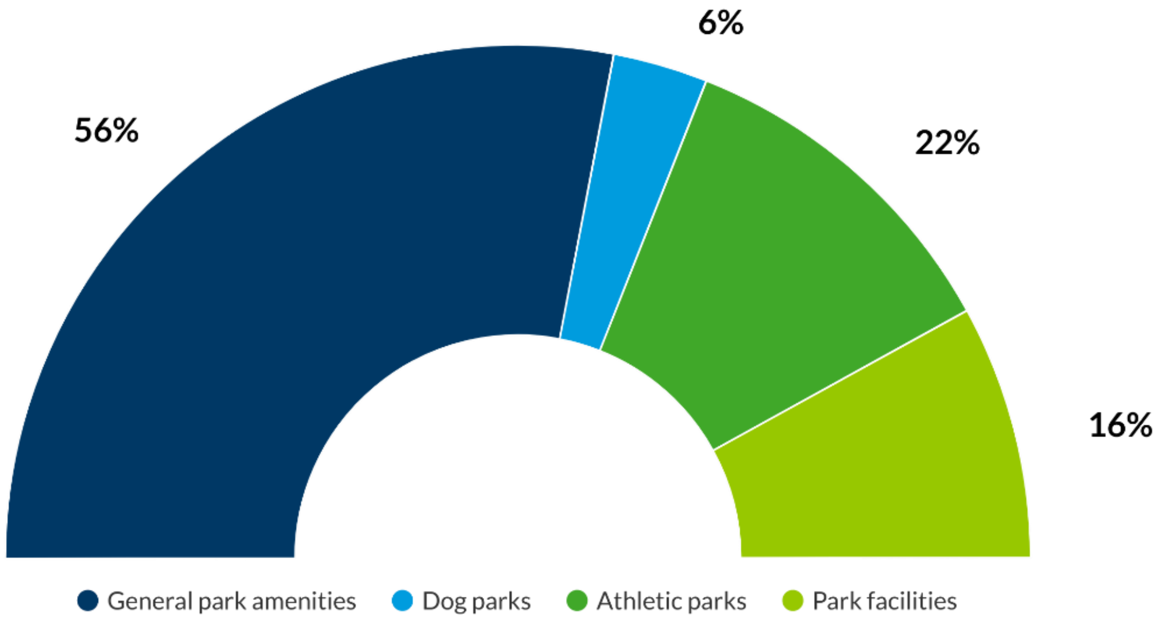
Figure 7: How familiar are you with the following efforts? If familiar, how favorable do you view the city initiatives?



City of Pensacola Services

Funding for various city initiatives and local infrastructure improvements come from tax collections and is supplemented through other funding sources, such as paid city parking. Given that 85 percent of paid parking revenues come from non-city residents, respondents were asked to choose the option that they preferred to fund potential new projects, for example, building a new $20 million parking garage. Very few residents, 12 percent, prefer the project to be funded through a bond which would rely on the city of Pensacola taxpayers. In contrast, 88 percent prefer funding the garage, or other projects, through parking revenues, which are primarily funded by non-residents.

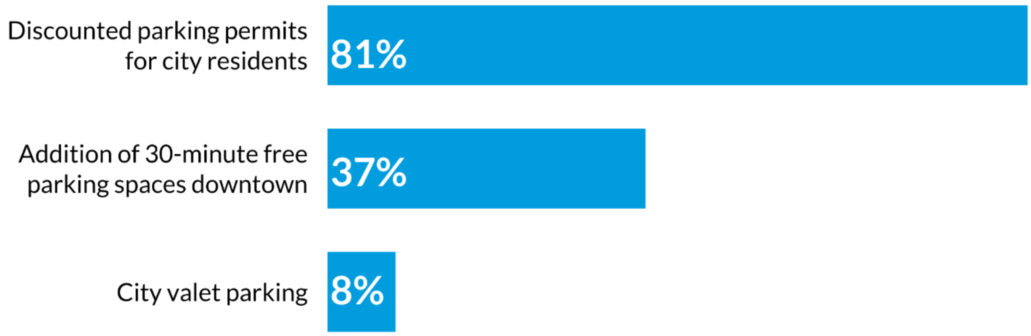
Figure 8: Which of the following is your top priority?



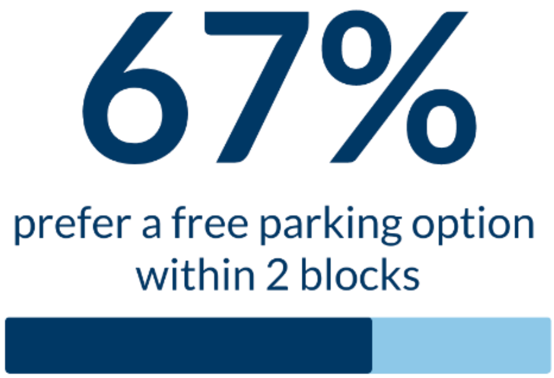
While Pensacola has made improvements on many fronts, the city parks have been a topic of interest for local officials. The city has $1.6M earmarked for maintenance and improvements to city parks. Residents were asked their top priority given this information. **Figure 8** displays their priorities, with the leading priority focused on improving general park amenities, 56 percent. Respondents were least concerned with improvements being made to dog parks with 6 percent. Sales tax revenues collected within the city limits are shared throughout Escambia County. Only about 1/6 of LOST (Local Option Sales Tax) revenue is allocated to the city. Only 35 percent of residents were aware of this tax distribution.

Parking remains a hot topic for city officials as they move towards a different system for residents. Mayor Reeves is considering offering a discounted parking option for residents. **Figure 9** shows the various options considered by the mayor and how residents plan to utilize them. Only 8 percent would utilize city valet parking, while 37 percent would utilize the 30-minute free zone in downtown Pensacola. In contrast, 81 percent would use the discounted permits for city residents.

Figure 9: Identify which of these you would utilize – select all that apply

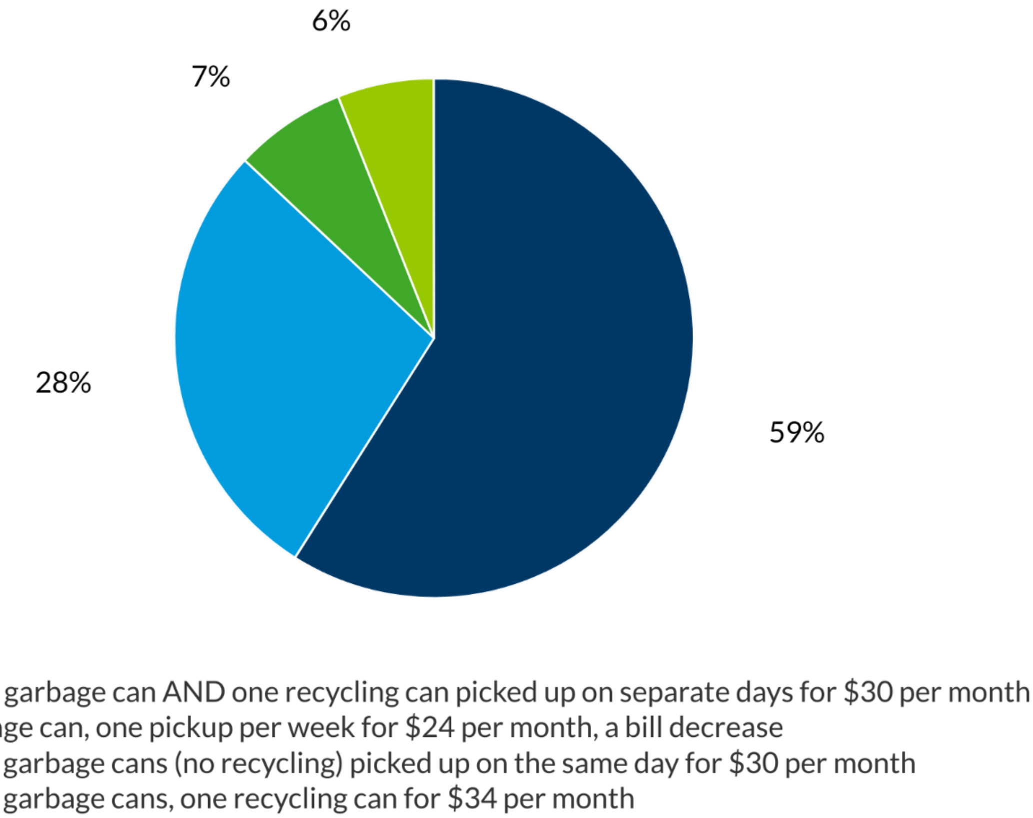


Parking scenarios in the survey measure preference towards distance and cost. Approximately 67 percent of residents prefer a free parking option within 2 blocks. This highlights that residents prefer free parking, even if it requires a further parking option, as opposed to closer parking that is a paid space.



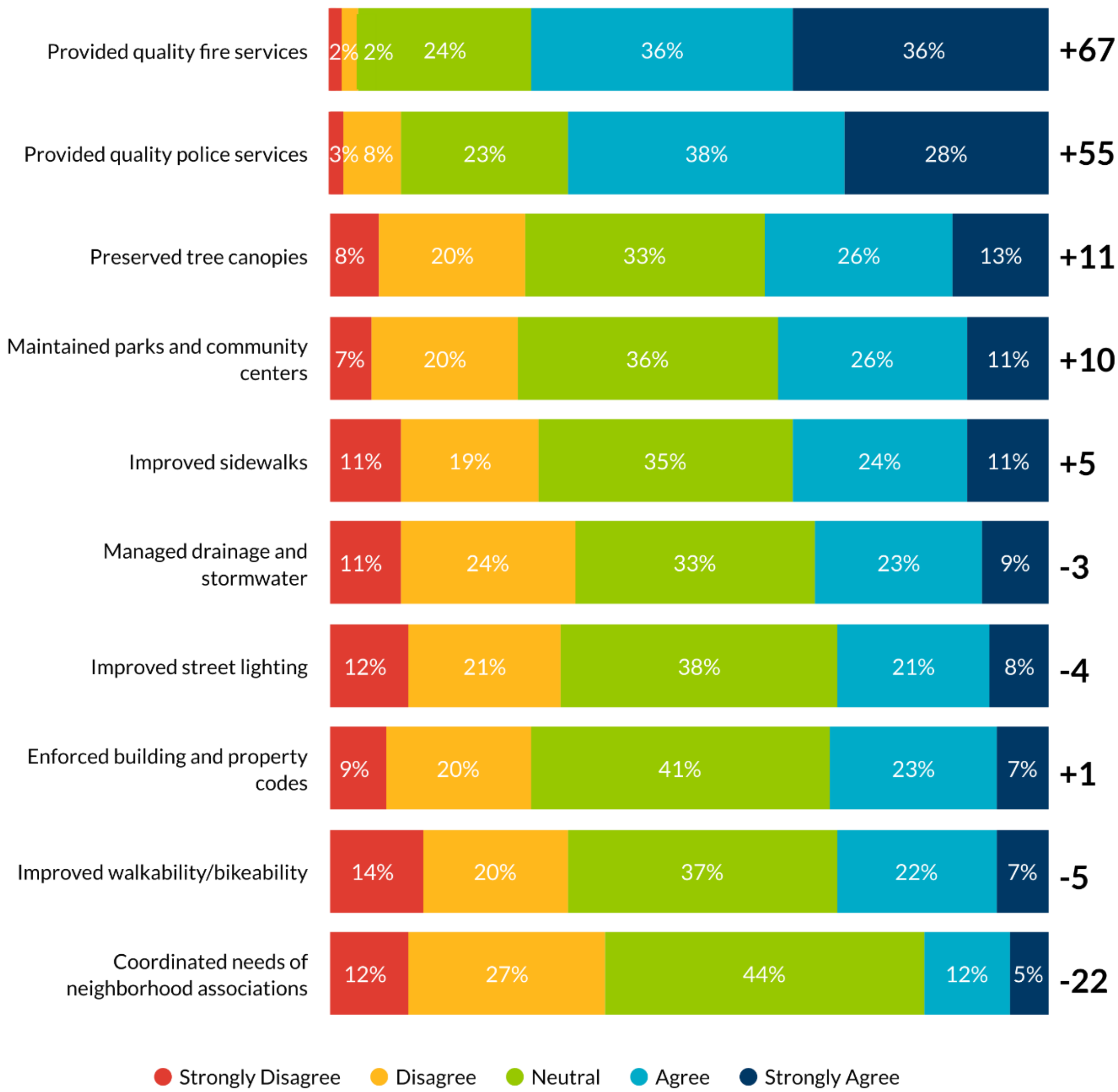
Currently, the city charges about $29 per month for sanitation services. The city plans to streamline its sanitation services and offer curbside recycling again. Residents were asked to select their preference amongst the 4 options for sanitation services. **Figure 10** shows the ways in which the city plans to streamline these services. Residents prefer an option that provides both a trash can and a recycling bin, and they do not mind a marginal price increase. Only 7 percent opted for two trash cans picked up on the same day and no recycling, with a $1 increase, versus 6 percent that wanted two trash cans and one recycling for a $5 increase. Lastly, 28 percent preferred one trash can, and a bill decreased to $24 a month.

Figure 10: Your current sanitation bill is around $29 per month for sanitation services. Given this, which of these four options would you choose?



When thinking about the city's infrastructure and neighborhood, residents were asked to rate how strongly they agree or disagree with recent progress over the last year. **Figure 11** shows the level of agreement with each of the statements. A whopping 72 percent agreed or strongly agreed that the city provided quality fire services, and 66 percent felt the same about police services. Additionally, fire and police services had the highest overall agreement scores with +67 and +55, respectively. Coordinated needs of neighborhood associations had the highest percentage of respondents that disagreed or strongly disagreed that progress had been made by the city over the last year, with 39 percent and an overall agreement score of -22. This section also had the highest percentage of neutral participants with 44 percent.

Figure 11: When thinking about the City's infrastructure and your neighborhood, how strongly do you disagree or agree with the following?



Public Safety

Residents were asked to consider the City's progress toward improving key areas of public safety over the last year. **Figure 12** shows the level of agreement for each category. Many respondents felt unopinionated towards these areas of improvement, with each of them at 41 percent or higher in the neutral zone.

In regard to public safety, residents were also asked to consider their top safety concern. **Figure 13** shows how the given public safety concerns were rated by participants, with 42 percent showing the most concern over gun violence. Concern over gun violence, however, has decreased 10 percentage points from the previous year. With the decrease in concern over gun violence, participants indicated an increased concern in other areas, such as theft and burglary, which grew from 19 percent to 25 percent, as well as an increase in concern over human trafficking, which increased from 7 percent to 12 percent. Participants showed the least concern in regard to sexual assault, with only 4 percent. When we look at results by city council district, gun violence was the top concern for every district, except for District 2, where their top concern was reported to be theft and burglary.

Figure 12: When thinking about public safety, how strongly do you disagree or agree with the following?

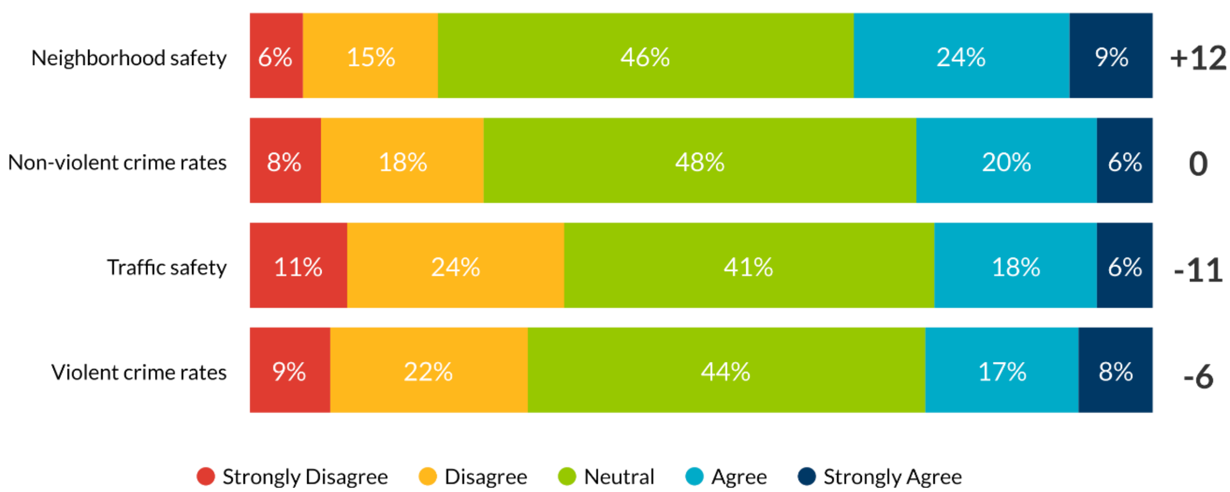
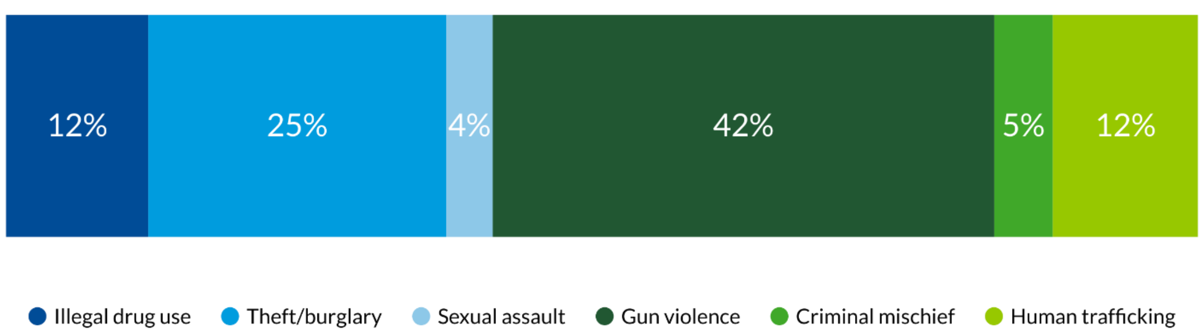


Figure 13: What is your top public safety concern?



Communications

Residents were asked how they currently receive information from the city and how they would prefer to receive it. Both questions allowed respondents to select multiple answers, resulting in totals over 100 percent. **Figure 14** compares the method in which residents currently receive City info, and the method that they prefer to use. The City of Pensacola website also yielded about 47 percent of responses. For their preferred method, residents lean to social media, as well as online/print media.

About 8 percent of respondents indicated they used a method other than those listed, while 6 percent said they preferred a method other than those listed. For those that selected the "other" option, they were able to specify through written text. Note that some write-in responses were simplified to fit broader categories. **Figure 15** exhibits two word clouds for current and preferred methods to receive info from the City. The size of the word is associated with the number of times it was present in the responses.

Figure 14: How do you currently receive City info, and how do you prefer to receive it?

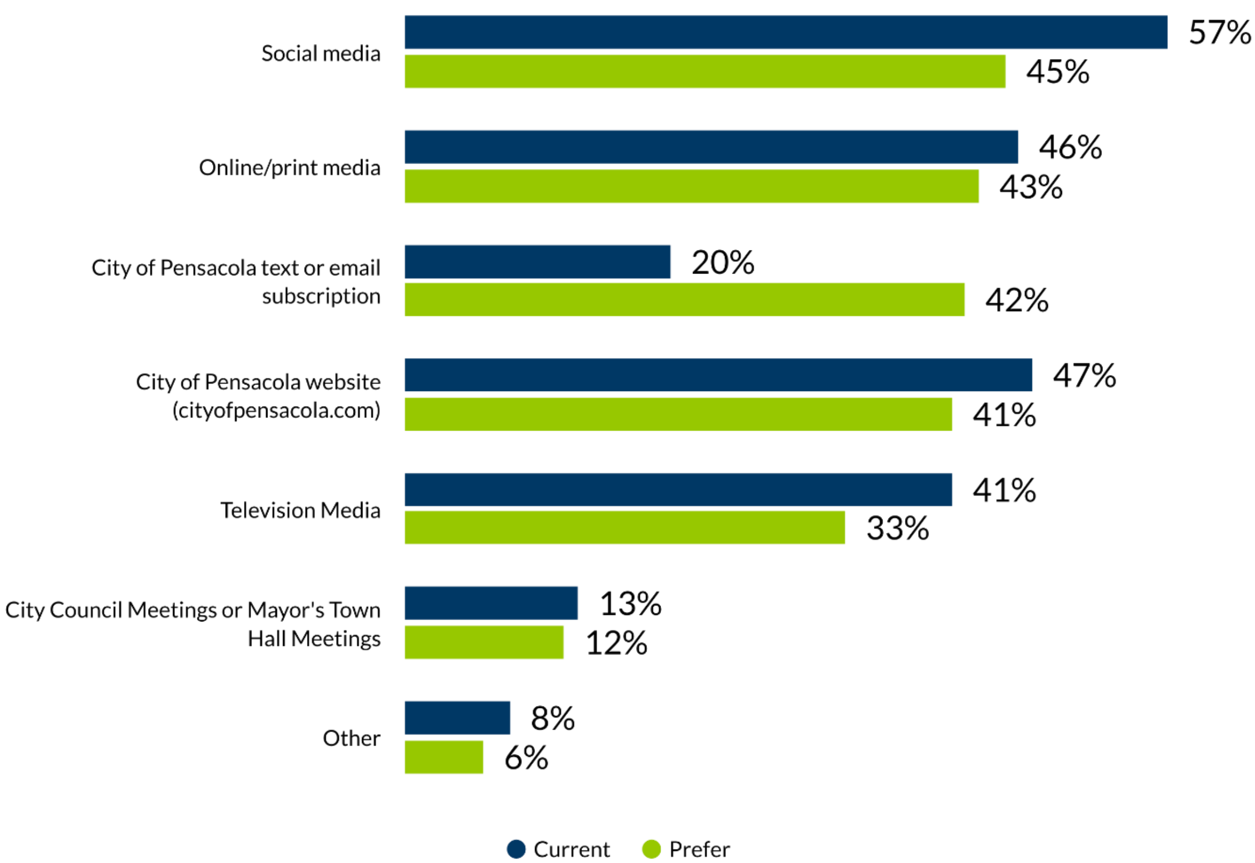


Figure 15: Written response to current channel and preferred method of communication

Department Engagement

Residents were also asked about their engagement with the City's public safety services over the last year, displayed in **Figure 16**. The fire department had the least interactions with our survey respondents, while majority of people, 56 percent, had no interactions with either department. However, of those that interacted, 59 percent called for an emergency, 46 percent interacted in public, 30 percent interacted in a community gathering, and 11 percent at a city hall meeting, **Figure 17**.

Figure 16: Which did you interact with?

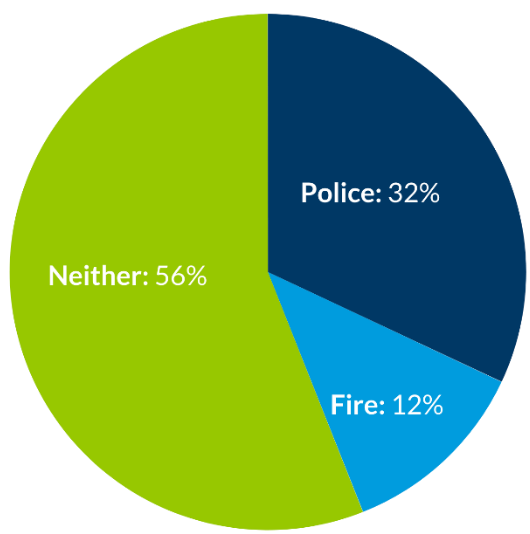


Figure 17: How did you interact with public safety services?

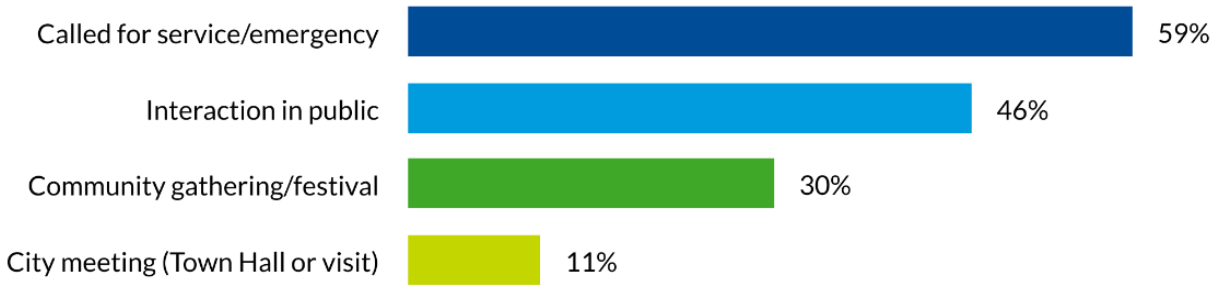
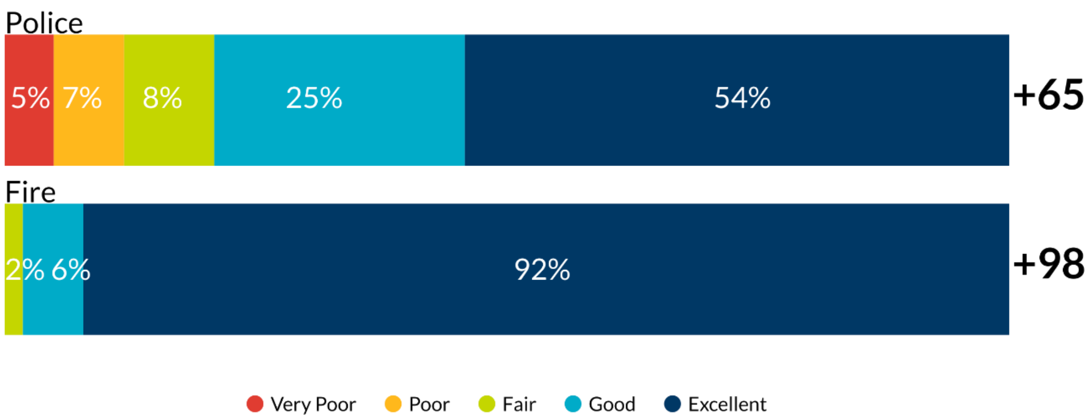


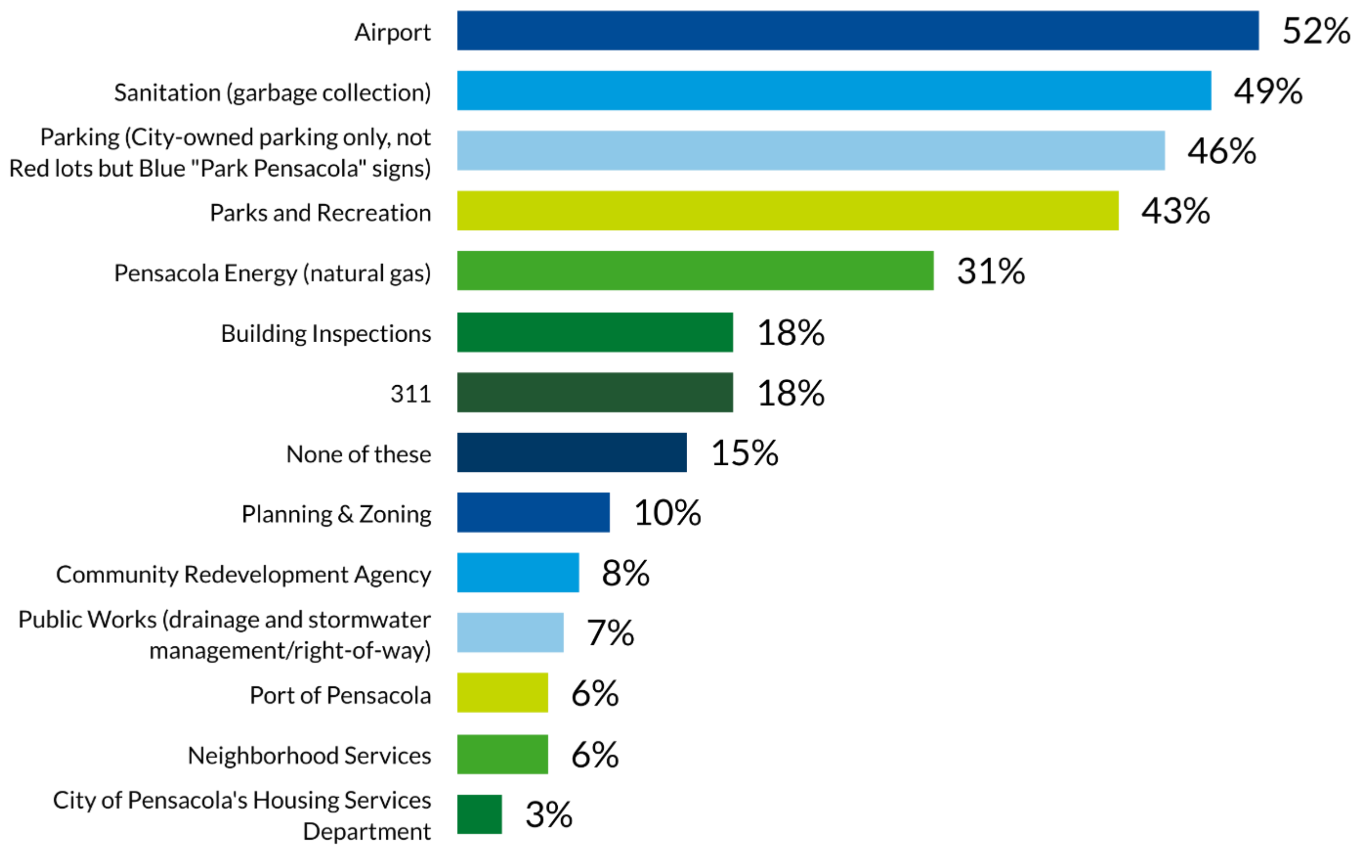
Figure 18: Public safety customer service review



Customer service rankings for those departments were exceptionally high. The public safety departments are rated in **Figure 18**. The highest rating went to fire services, which bolstered 98 percent of responses as good or excellent. Police services scored a bit below them but still managed to garner 79 percent of responses as “good” or “excellent”.

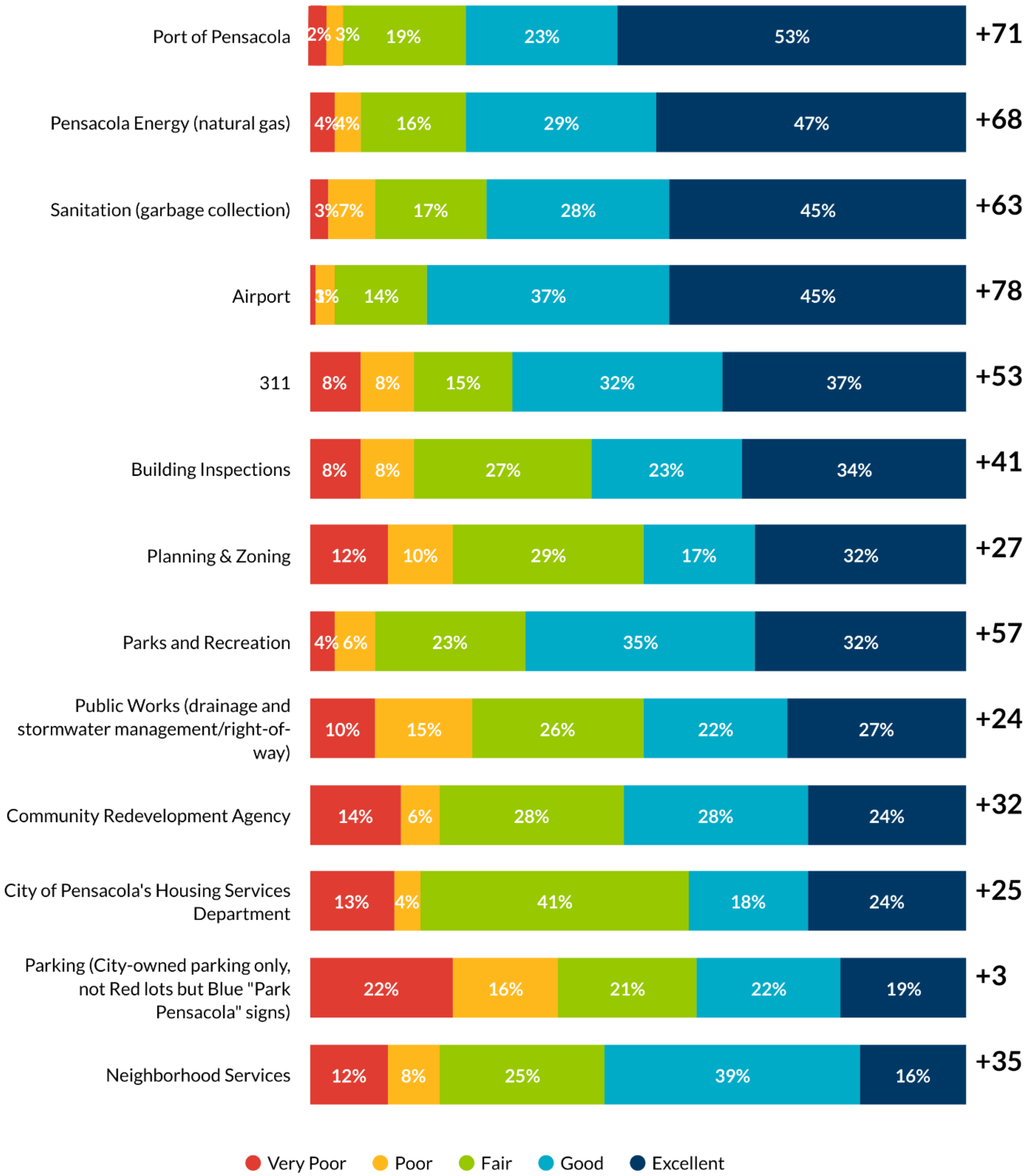
Figure 19 shows the offices that residents engaged with in the previous year. When looking at interactions with these offices, 49 percent of residents interacted with Sanitation (garbage collection) over the past year. Another 46 percent engaged with Parking services. Of all City offices, the airport continued to have the most engagement, indicating that Pensacola residents heavily rely on the airport for their travel needs. The City's Housing Services Department had the least engagement among participants, with only 3 percent.

Figure 19: Which of the following departments did you interact with?



Participants that reported interacting with City offices were given a follow-up question where they were asked to rate the customer service they received from the departments in which they interacted. In **Figure 20**, we see the customer service ratings where 1 star is rated very poor, and 5 star is excellent. In addition to the airport having the most interaction, they also had the highest customer service rating, with 82 percent of participants rating their customer service as either good or excellent and an overall satisfaction score of +78. The Port of Pensacola and Pensacola Energy followed closely behind, each with 76 percent of participants rating their customer service as good or excellent. The Port of Pensacola did have a slightly higher overall satisfaction score of +71 versus Pensacola Energy's overall score of +68. While Parking received the highest percentage of poor and very poor ratings with 38 percent, they still had an overall satisfaction score of +3.

Figure 20: Rate the customer service of each department



Conclusion

Pensacola boasts a unique residential experience with amenities like beautiful sandy beaches, adventurous outdoor recreation opportunities, historical and cultural enrichment, a bustling downtown area, and many more enticing amenities that attract individuals to the city. Some of the top attractions for residents are waterfront access, feeling safe in their community, and the recreational arts, crafts, and culture afforded to them in the city. Survey participants indicated reducing homelessness and addressing the high cost of housing were top priorities. Additionally, 81 percent of participants were interested in discounted parking for residents. The fire services performed extremely well in customer service, with 98 percent giving them a good or excellent review. Gun violence was a top concern, and human trafficking showed increasing concerns among residents.

Appendix

Table 1

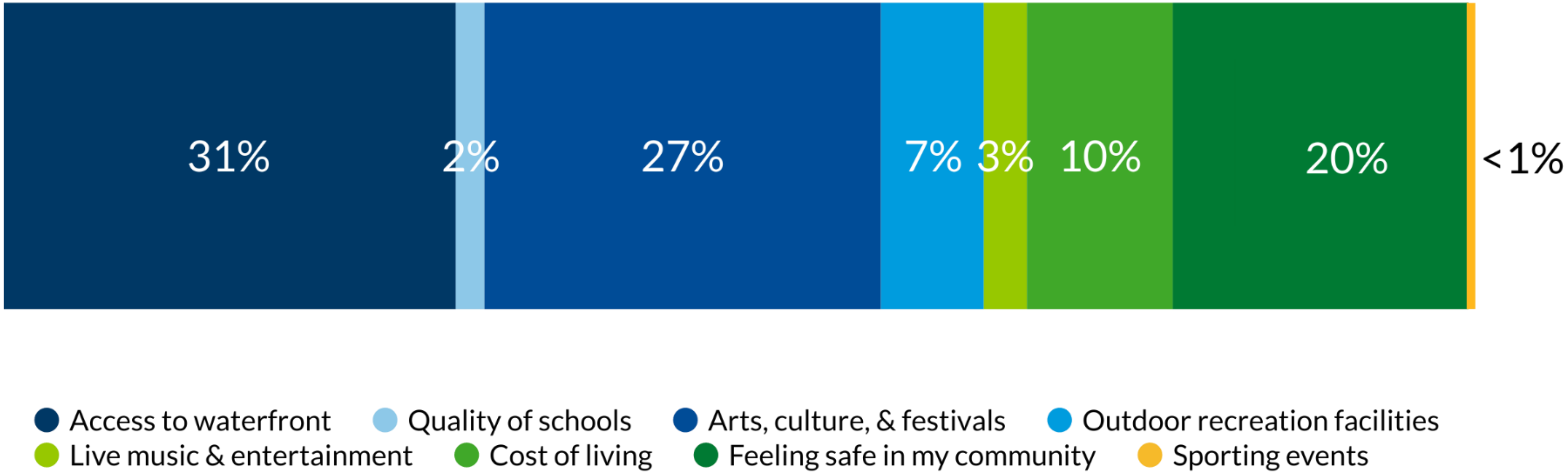
	District 1	District 2	District 3	District 4	District 5	District 6	District 7	City of Pensacola
Total Population	7,607	7,795	7,513	7,538	8,030	7,818	7,725	**54,026**
% of City	14.08%	14.43%	13.91%	13.95%	14.86%	14.47%	14.30%	100%
Households	3,345	3,801	3,535	3,573	3,579	3,765	3,628	**25,226**
% Female	46.63%	47.27%	47.77%	47.42%	46.16%	49.37%	46.37%	**47.28%**
% Male	53.37%	52.73%	52.23%	52.58%	53.84%	50.63%	53.63%	**52.72%**
Age Brackets								
0-4	5.24%	4.98%	4.47%	4.86%	6.71%	4.42%	6.07%	**5.25%**
5-14	10.54%	9.41%	9.34%	10.46%	11.82%	7.52%	11.90%	**10.14%**
15-19	5.14%	5.64%	5.34%	4.94%	5.74%	4.64%	5.95%	**5.34%**
20-24	4.90%	9.26%	5.24%	4.85%	5.36%	5.17%	4.81%	**5.66%**
25-34	13.57%	18.22%	12.10%	13.55%	15.19%	17.14%	14.55%	**14.90%**
35-44	12.61%	12.21%	11.52%	12.74%	11.91%	12.71%	11.97%	**12.24%**
45-54	10.16%	10.44%	10.13%	11.39%	10.31%	12.71%	11.05%	**10.88%**
55-64	13.40%	11.40%	15.68%	14.17%	13.95%	15.43%	14.14%	**14.02%**
65-74	13.20%	9.47%	15.02%	12.93%	11.22%	12.77%	11.74%	**12.34%**
75-84	7.52%	6.05%	7.99%	6.67%	5.27%	5.18%	5.65%	**6.33%**
85 +	3.73%	2.92%	3.17%	3.44%	2.52%	2.31%	2.17%	**2.89%**
Age 25+	5,643	5,512	5,680	5,645	5,650	6,118	5,505	**39,754**
Race and Ethnicity								
American Indian, Native	0.52%	0.52%	0.44%	0.47%	0.40%	0.30%	0.45%	**0.44%**
Asian	3.48%	4.61%	2.83%	1.90%	1.24%	1.53%	1.34%	**2.42%**
Black	7.97%	20.46%	4.11%	7.76%	47.71%	20.13%	51.34%	**22.78%**
Hawaiian/Pacific Islander	0.11%	0.14%	0.05%	0.04%	0.13%	0.05%	0.11%	**0.09%**
White	78.07%	61.59%	83.95%	81.61%	42.51%	70.03%	39.34%	**65.30%**
Other	1.51%	3.15%	1.16%	1.08%	1.36%	1.30%	1.22%	**1.54%**
Multi-Race	8.35%	9.54%	7.45%	7.16%	6.65%	6.66%	6.19%	**7.43%**
Hispanic	5.68%	7.68%	5.58%	4.64%	4.81%	5.17%	4.35%	**5.42%**
Not Hispanic	94.32%	92.32%	94.42%	95.36%	95.19%	94.83%	95.65%	**94.58%**
Income								
Average HH Income	$93,013	$70,008	$122,432	$112,052	$72,225	$102,539	$52,329	**$89,228**
Median HH Income	$77,859	$53,879	$93,431	$88,206	$54,104	$70,901	$36,682	**$67,866**
Per Capita Income	$41,231	$35,142	$57,213	$52,008	$33,151	$51,492	$25,388	**$42,232**

City of Pensacola
Resident Satisfaction Survey

UNIVERSITY *of* WEST FLORIDA
Haas Center

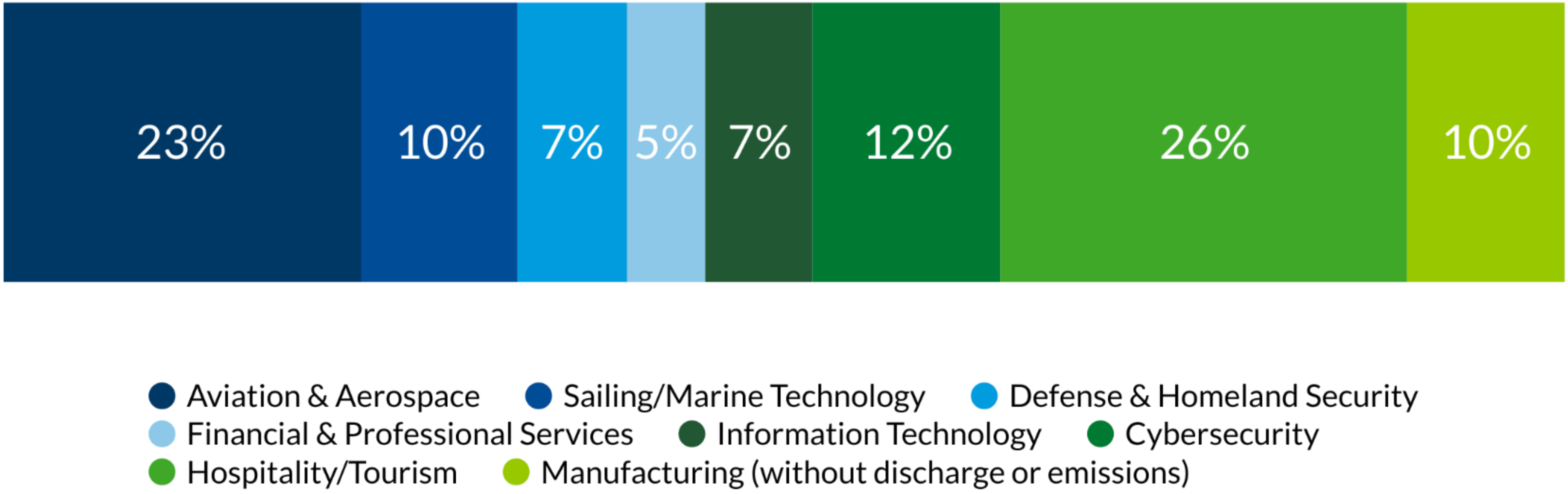
March 24, 2025

What do you love most about living in the City of Pensacola?



Haas Center
UNIVERSITY of WEST FLORIDA

Which industry has the greatest potential to grow the **Pensacola economy**?



Do you think the City of Pensacola is **moving** in the right direction?

The City is moving in the right direction

67% → **70%**

2023 → 2024

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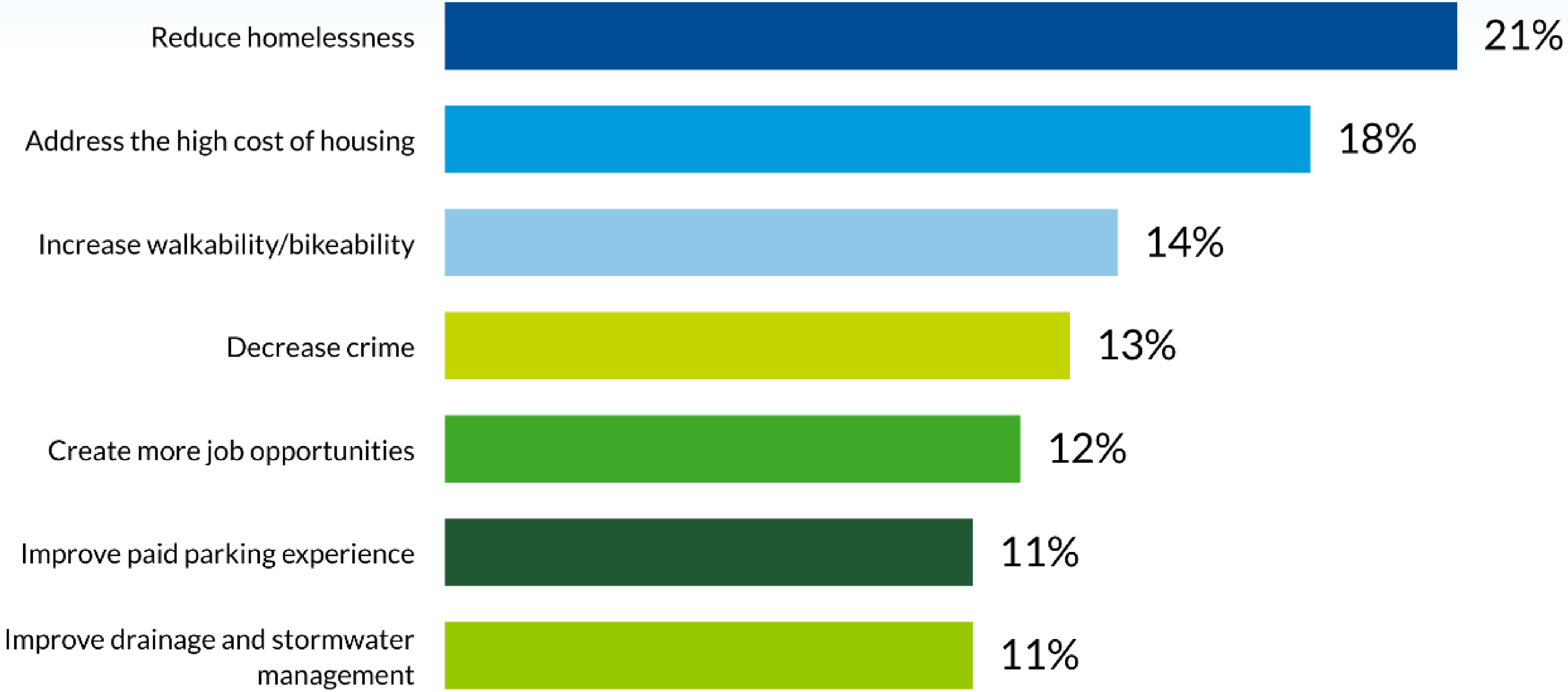
UNIVERSITY *of* WEST FLORIDA

What are your top **2 priorities** among City initiatives?



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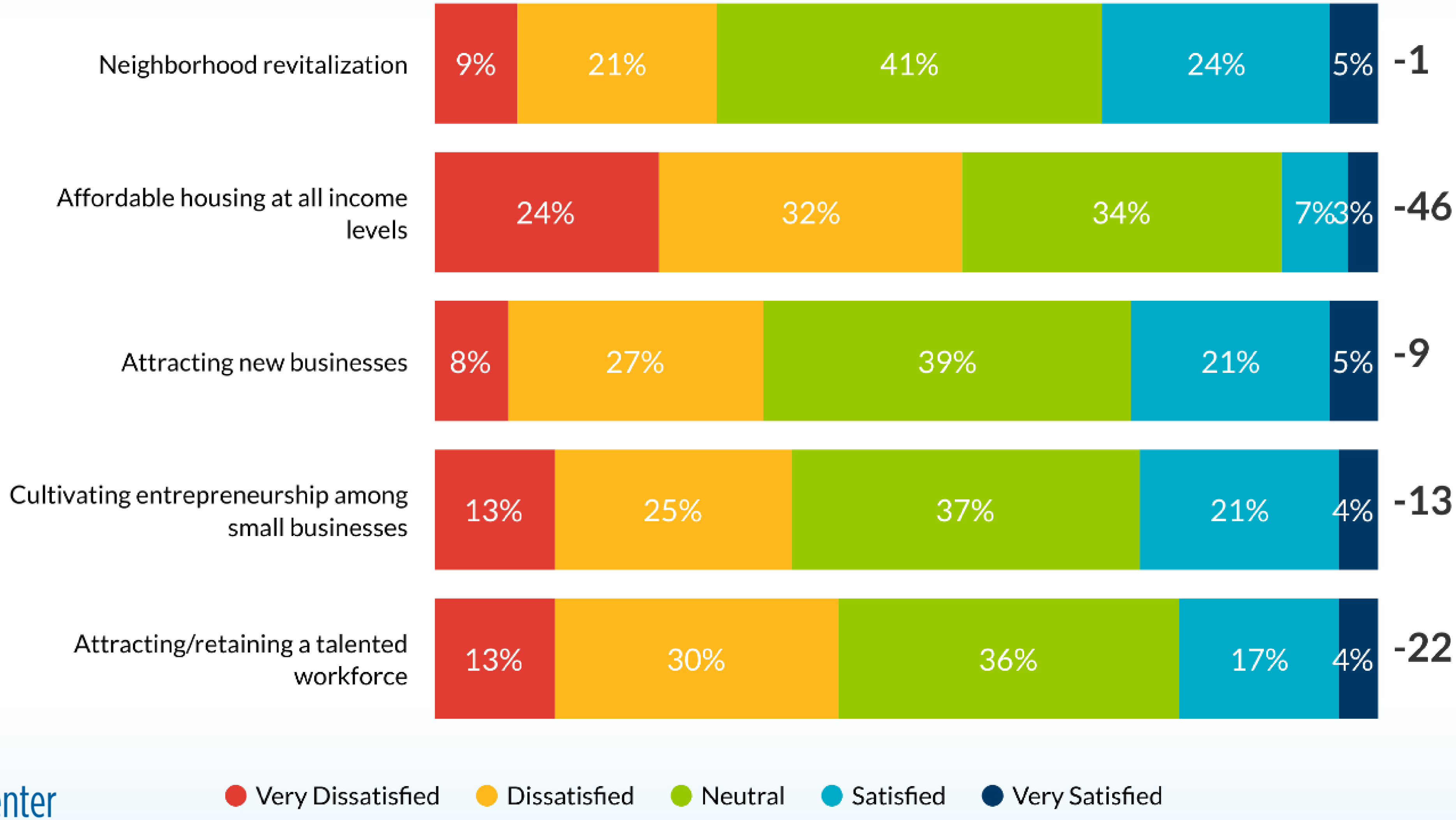
When thinking about efforts to **improve** the city, how satisfied are you with the following?



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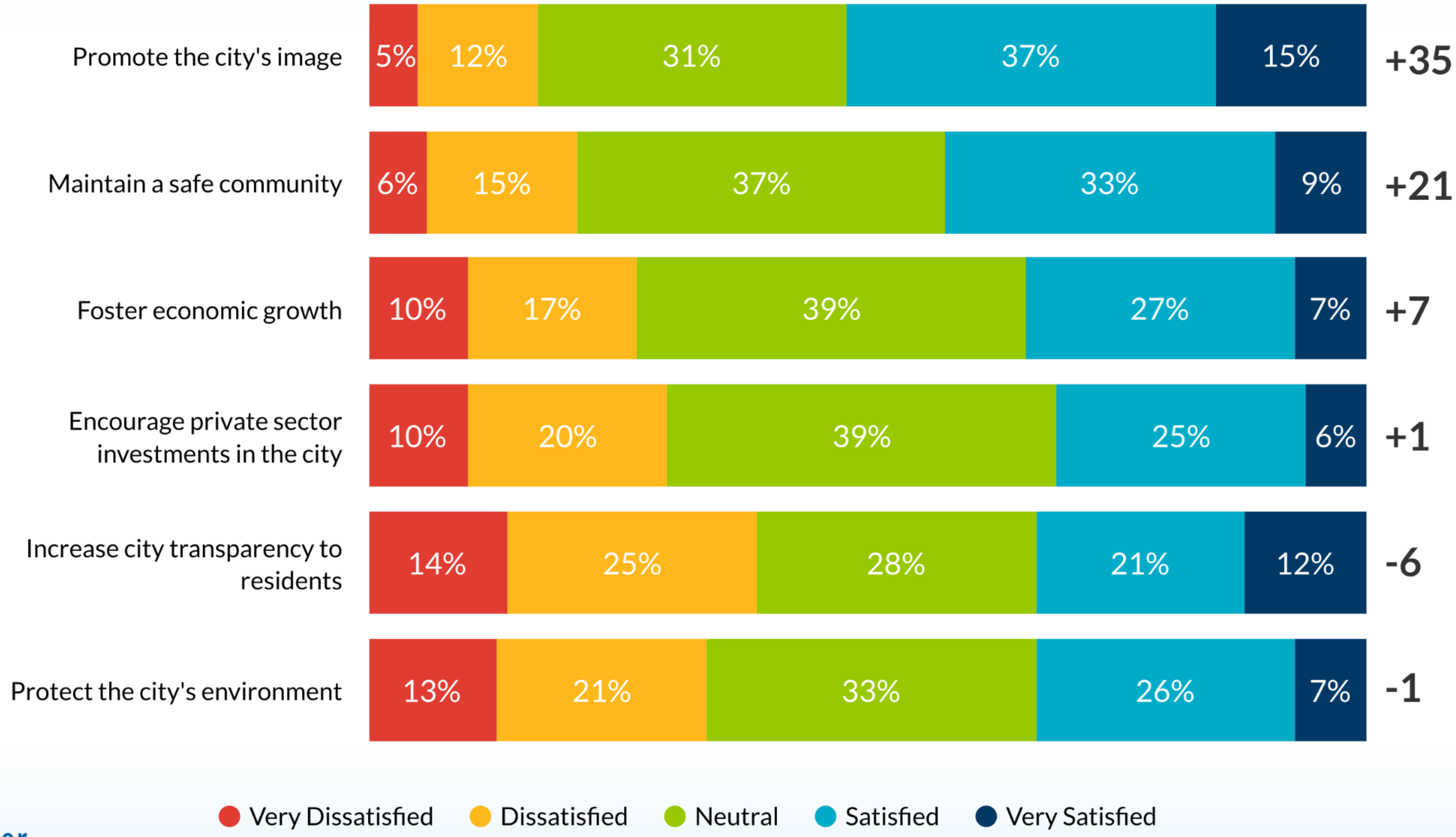
When thinking about the City’s performance in the following key areas, how satisfied are you?



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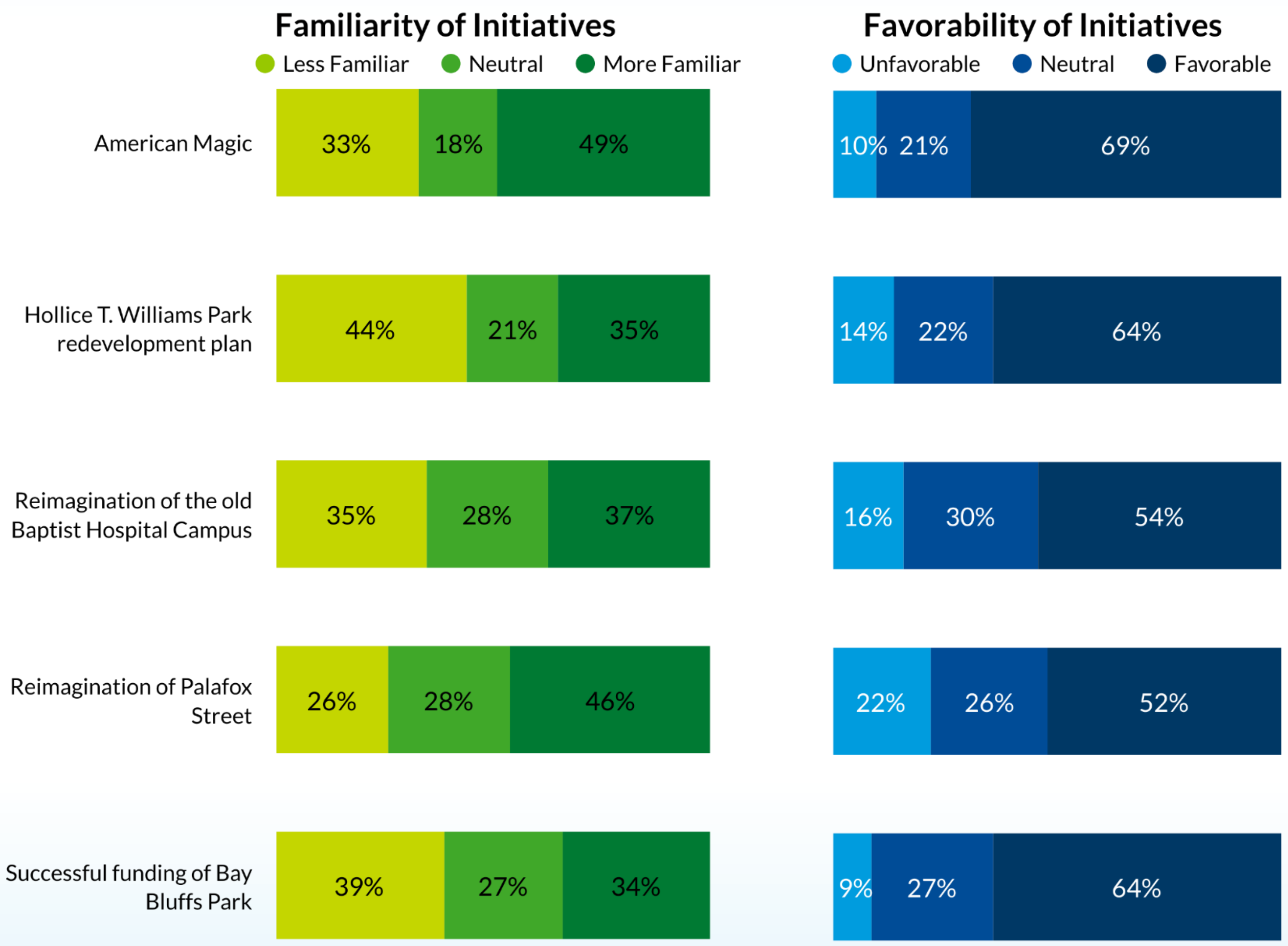
UNIVERSITY of WEST FLORIDA

How familiar are you with the following efforts?
If familiar, how favorably do you view the city initiatives?



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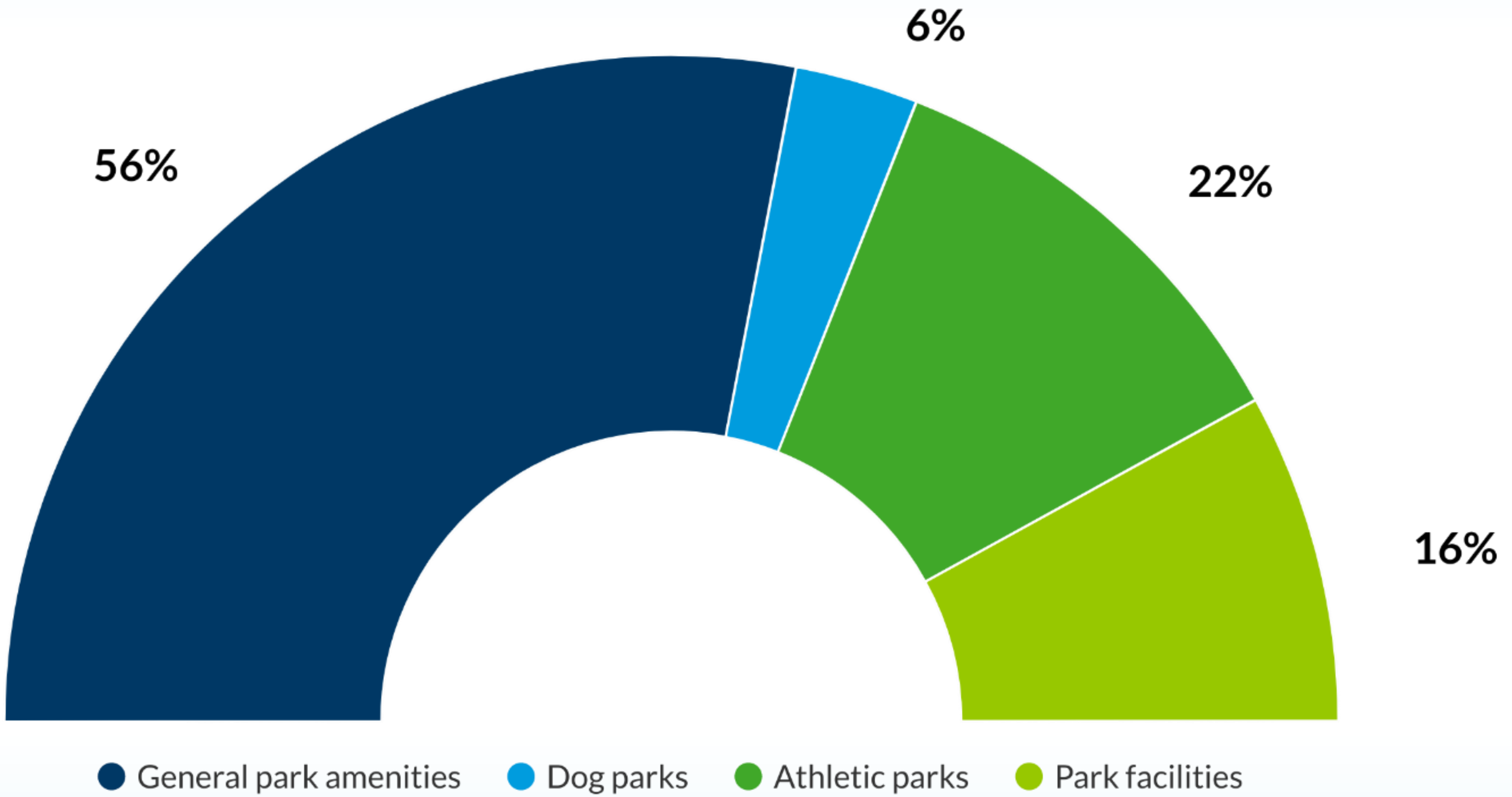
The City has $1.6 million earmarked for maintenance and improvements to city parks. Which of the following is your **top priority**?



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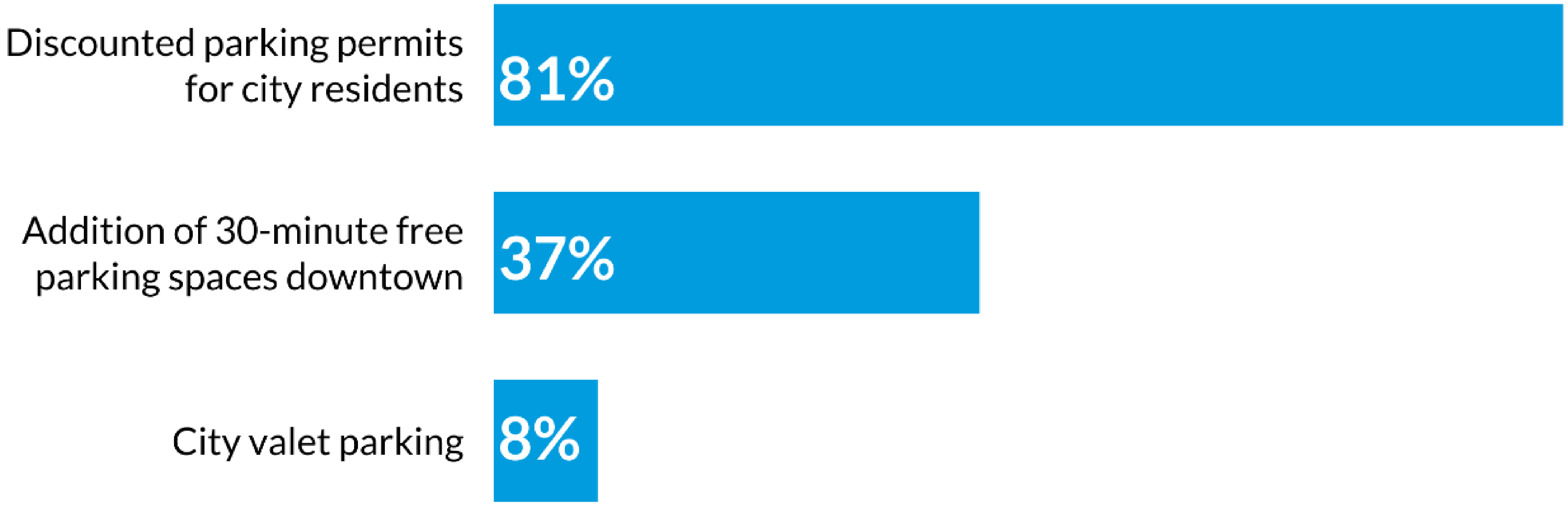
Mayor Reeves is considering offering **discounted parking** for city residents. Identify which of these you may want to utilize. Select all that apply.



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Which parking scenario is most important to you?

67%

prefer a free parking option
within 2 blocks

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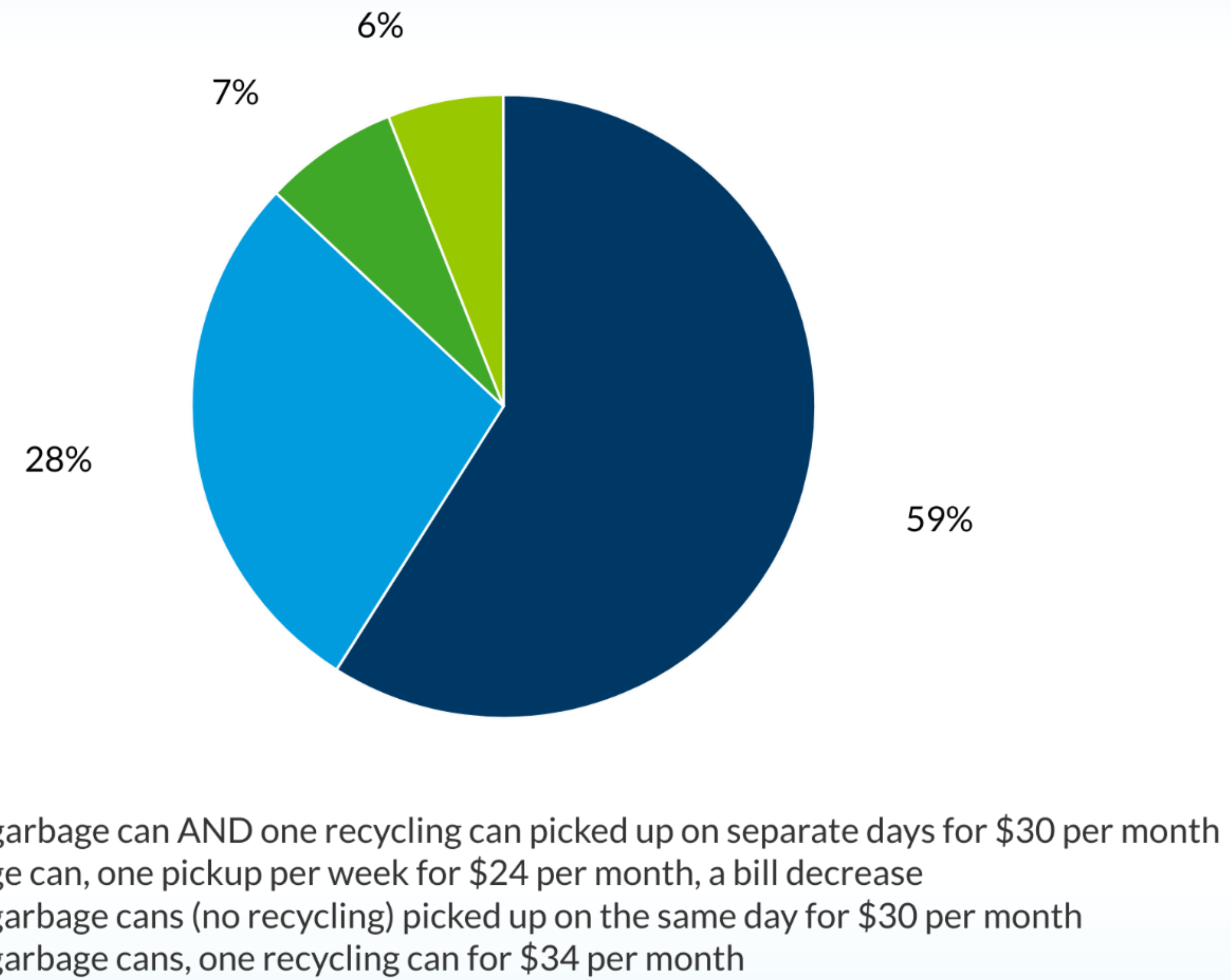
Your current sanitation bill is around $29 per month for **sanitation** services. Given this, which of these four options would you choose?



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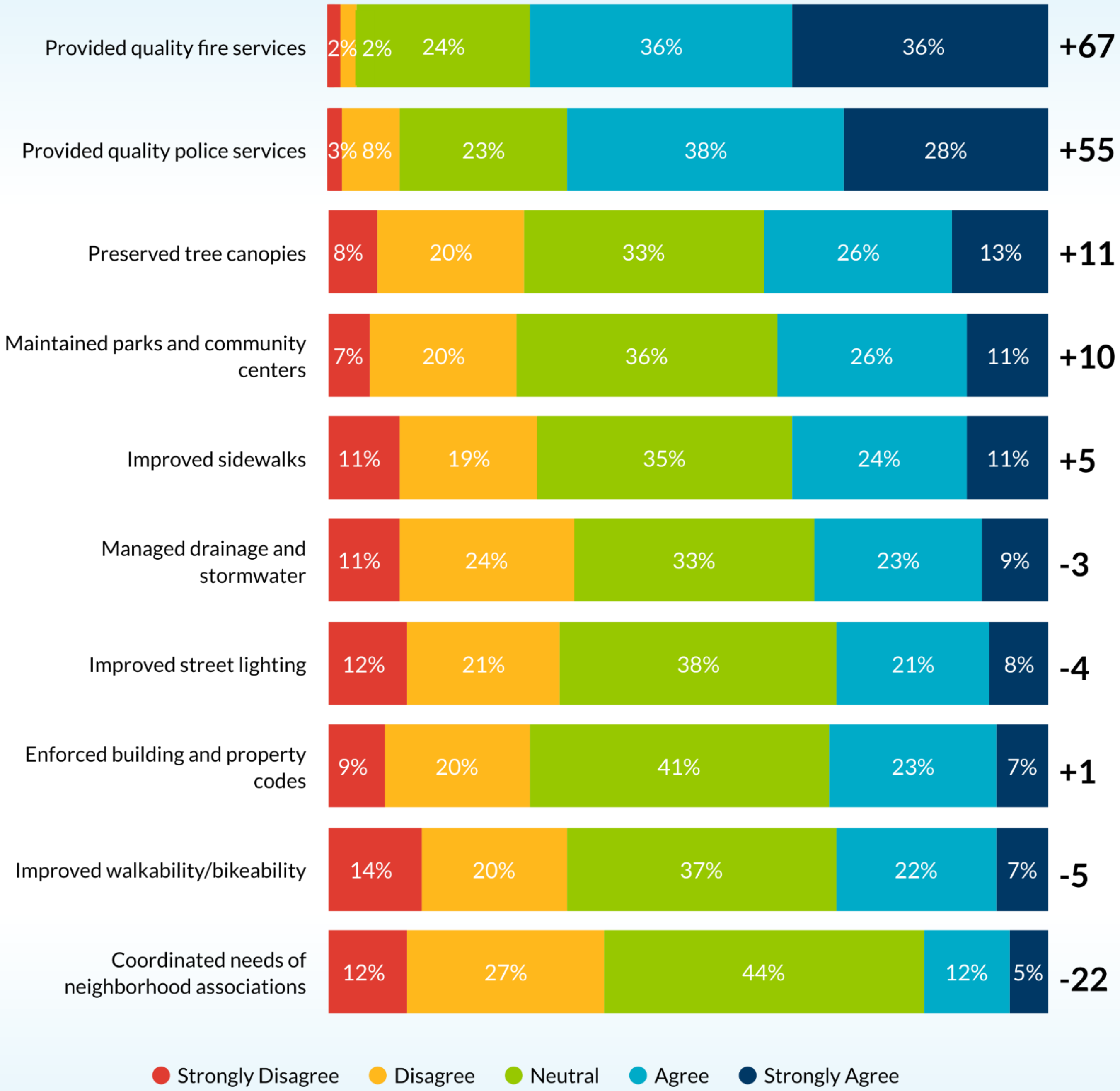
When thinking about the City's infrastructure and your neighborhood, how strongly do you **disagree or agree** with the following?

Over the past year, the City of Pensacola has:



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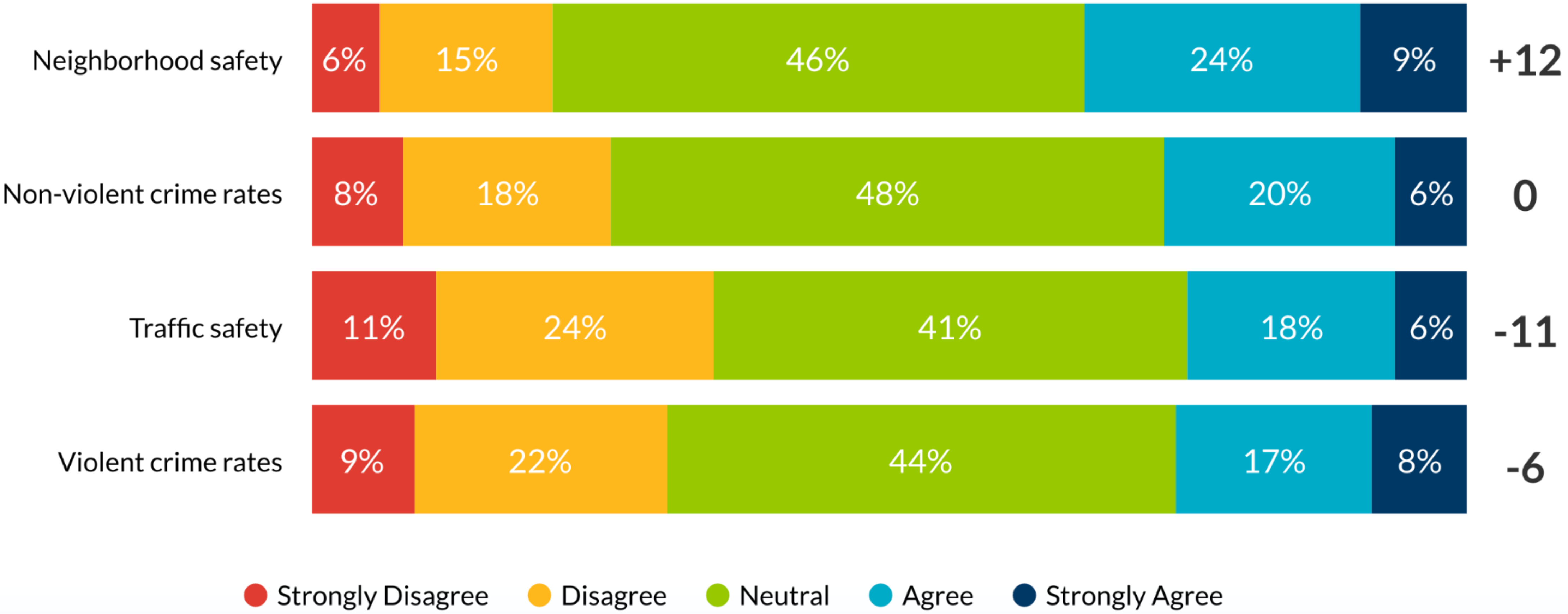
When thinking about **public safety**, how strongly do you disagree or agree with the following? Over the past year, the City of Pensacola has improved:



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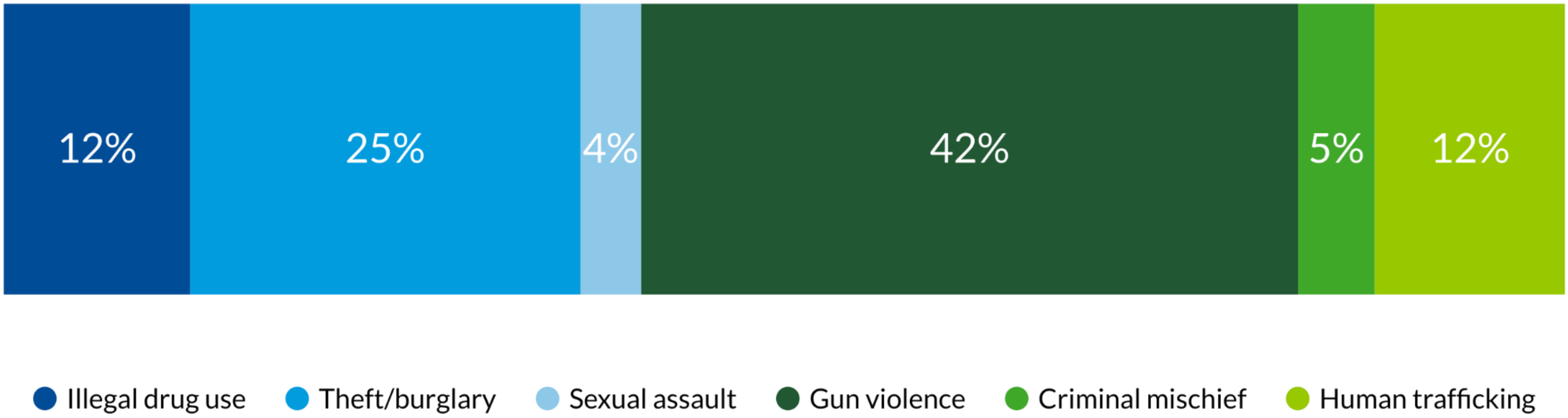
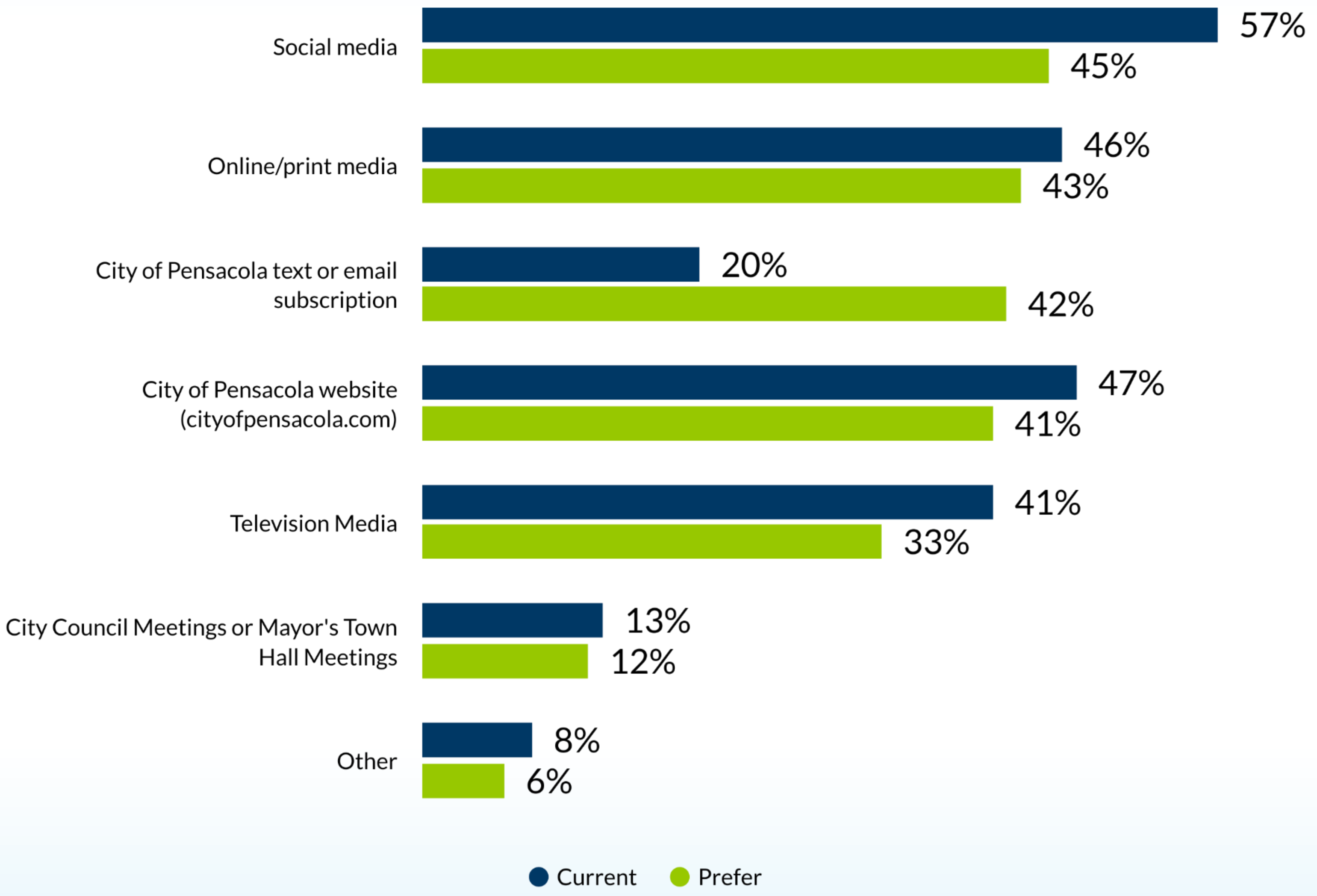
Regarding **public safety**, what is your top concern?



How do you **currently receive** information from the City?
How do you **prefer** to receive information from the City?



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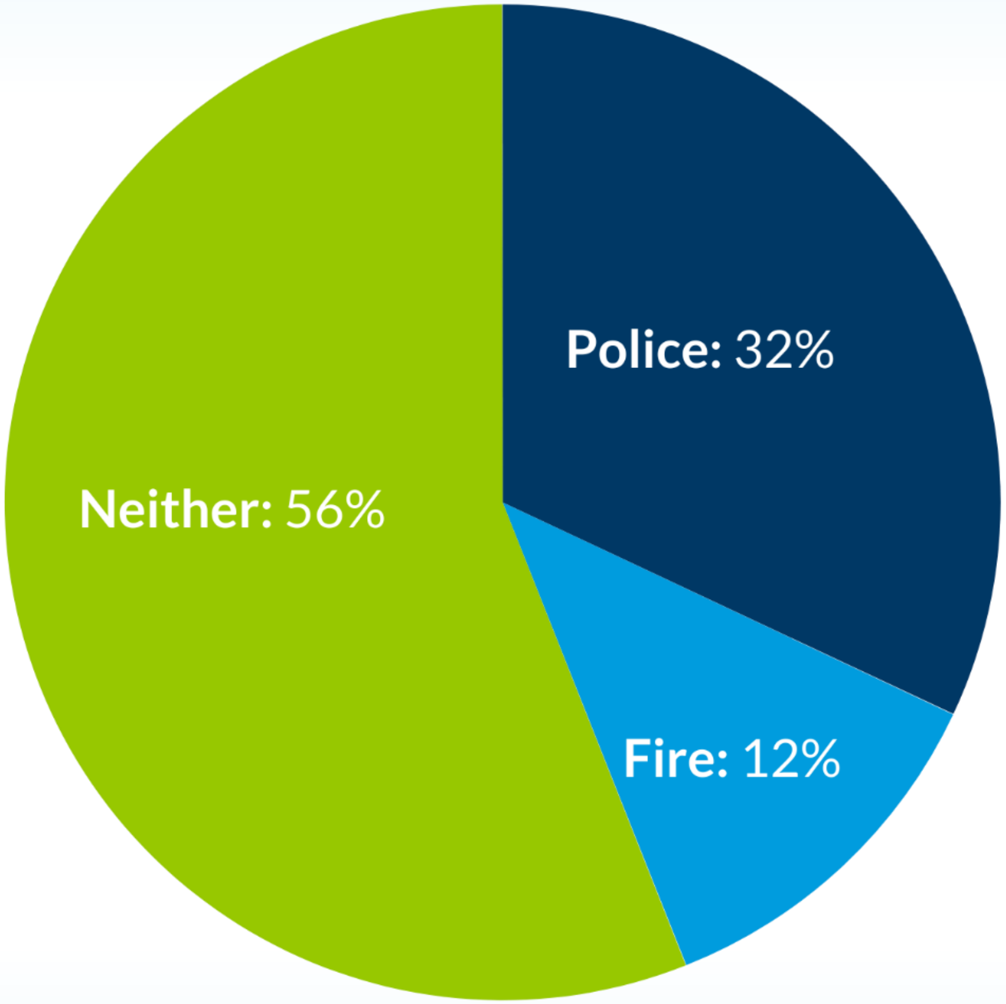
Have you **interacted with** the City's Public Safety Services in the past year?



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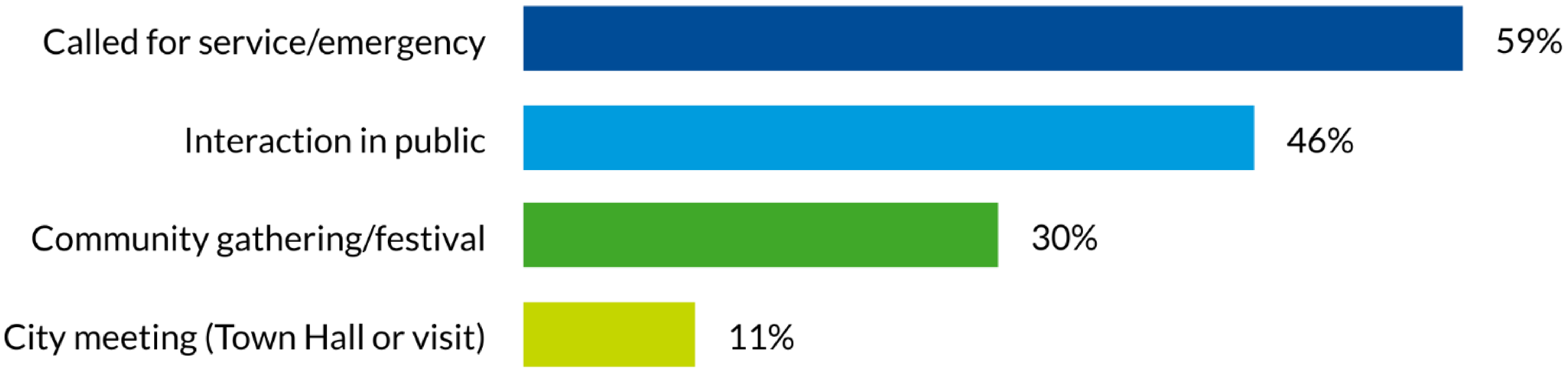
How did you interact with Public Safety Services?



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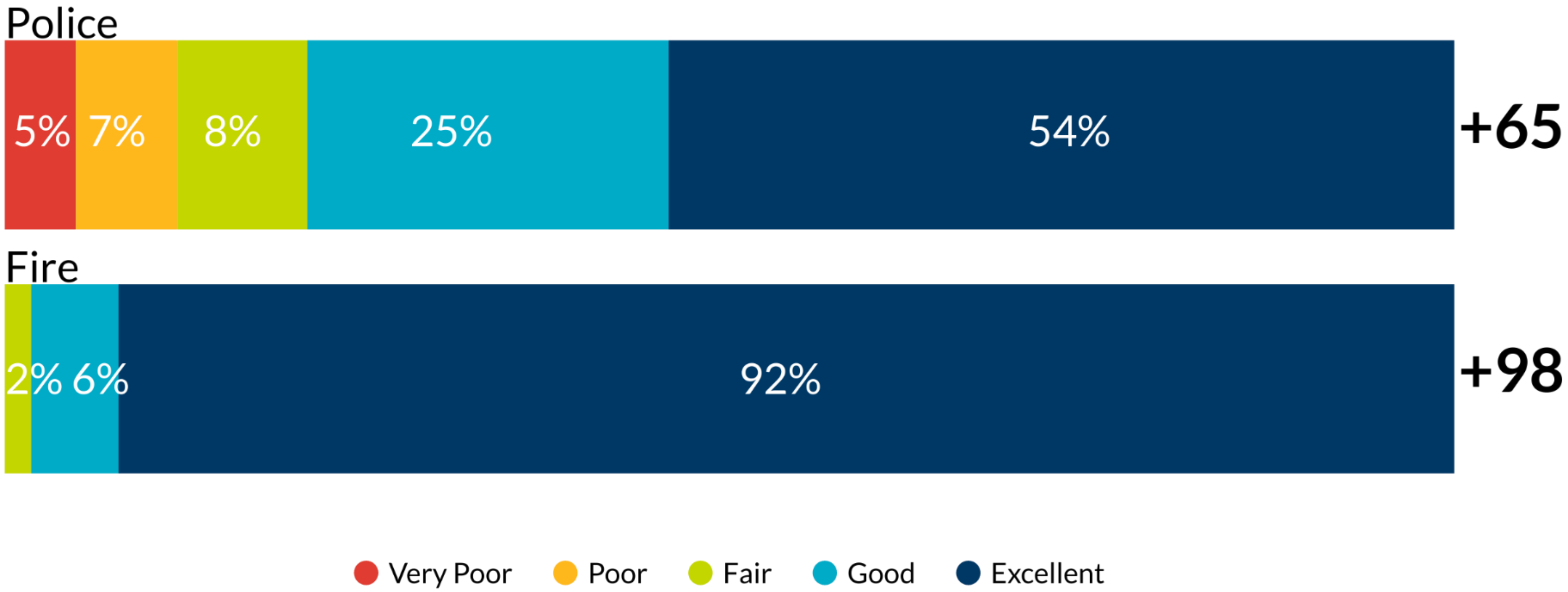
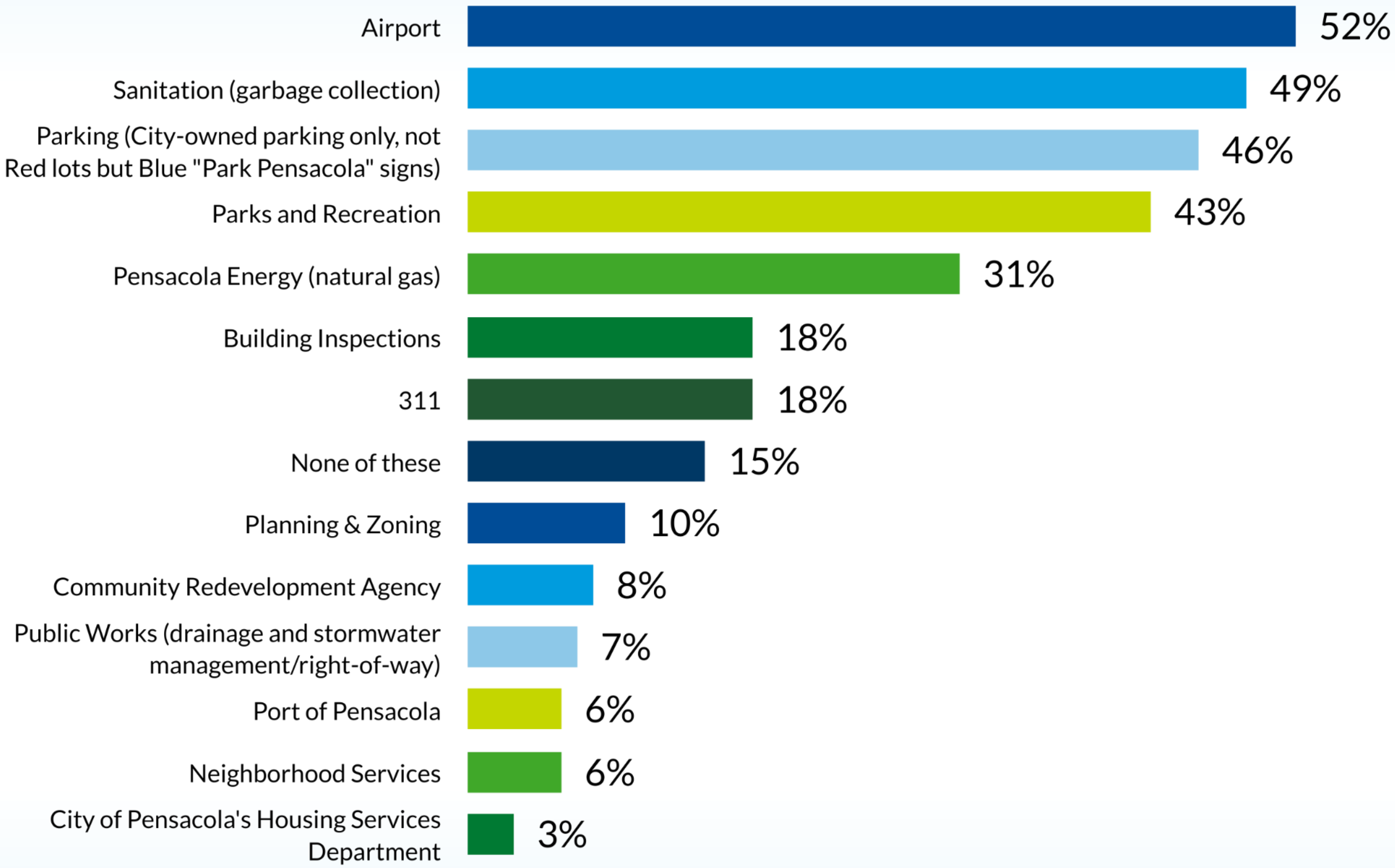
How would you rate the City's Public Safety Service department on its customer service?



Which of the following City Offices did you interact with over the past year?



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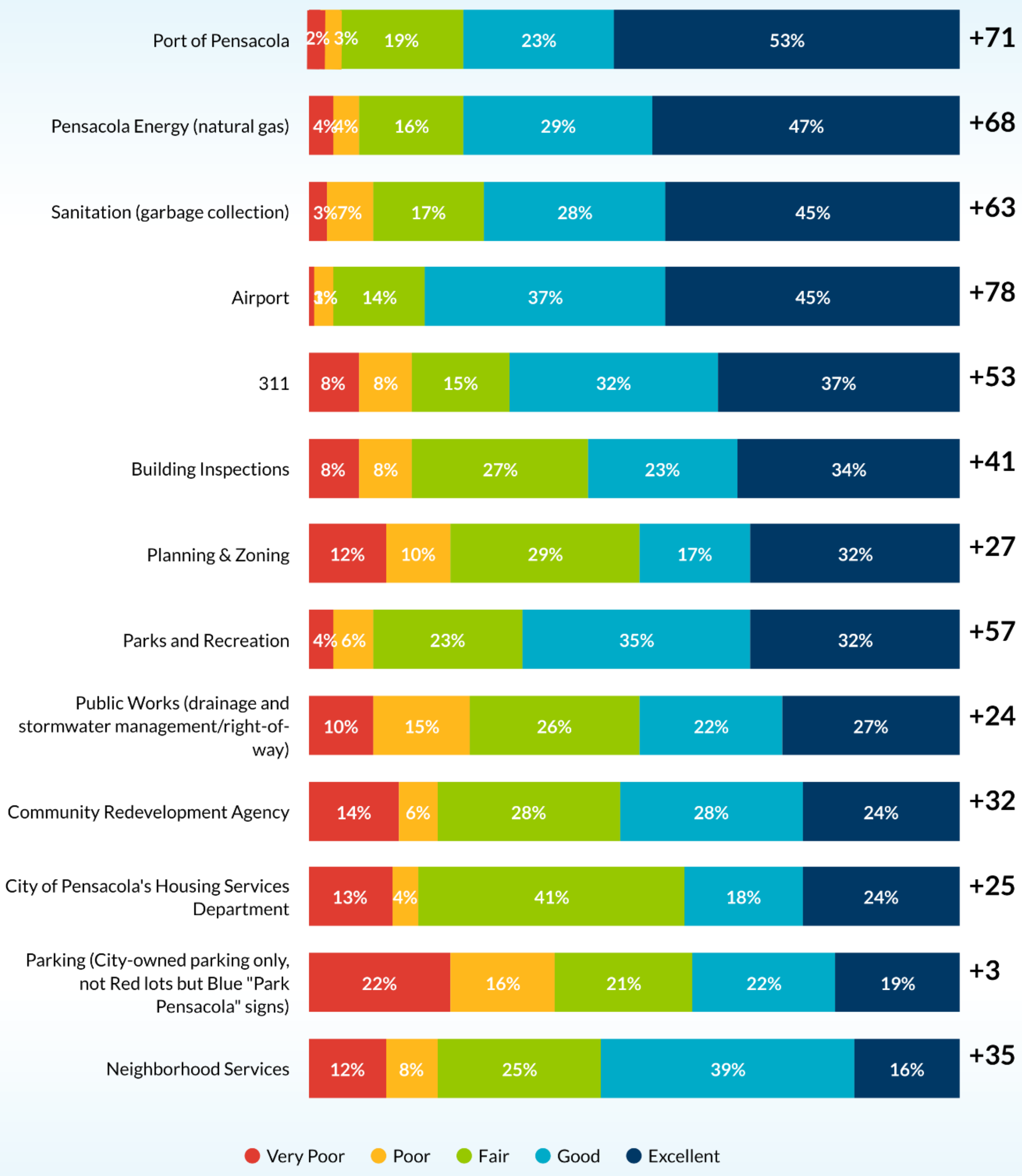
How would you rate each City department on its customer service, based on your interaction?



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30TH ANNIVERSARY

UNIVERSITY *of* WEST FLORIDA

Haas Center

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-326 | Agenda Conference | 3/24/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

EIGHTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP (LOT 7 AT THE COMMUNITY MARITIME PARK)

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Eighth Addendum to the Parital Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcel 7 of the Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through June 30, 2025. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer this 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 the City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts and Neighborhoods

In October 2018, the City entered into an option agreement with Studer Properties for the exclusive right to develop and lease all of the vacant parcels at the Community Maritime Park, specifically parcels 3 through 9. In March 2020, the option agreement was extended through March 31, 2021.

In October 2020, prior to the expiration of the option agreement with Studer Properties, both parties entered into a partial assignment of the agreement with Valencia Development Corporation for parcel 7. Corresponding partial assignments were also entered into with two other development groups for the remainder of the parcels – Inspired Communities of Florida for parcels 3, 6, 8, and 9, and Silver Hills Development for parcels 4 and 5 – with the former still in effect (with the transfer of parcel 9 to Northwest Florida Professional Baseball in 2022) and the latter being no longer valid.

Since March 2021, the City has approved addendums to Valencia's partial assignment, last extending the agreement in November 2024. The City and Valencia have remained engaged throughout with a term sheet now agreed upon, and seek to extend the term of their partial assignment for another three months through June 30, 2025 via this eighth addendum, for the purpose of resolving a workable parking solution.

PRIOR ACTION:

October 1, 2018 – City entered into an Option Agreement with Studer Properties for all vacant lots in Community Maritime Park

March 26, 2020 – City approved an Addendum to the Option Agreement with Studer Properties, extending the term through March 31, 2021

October 9, 2020 – City entered into a Partial Assignment of the Option Agreement with Studer Properties and Valencia Development Corporation

March 25, 2021 – City approved the First Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through September 30, 2021

September 9, 2021 – City approved the Second Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through September 30, 2022

September 29, 2022 – City approved the Third Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through September 30, 2023

October 26, 2023 - City approved the Fourth Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through March 30, 2024

February 22, 2024 - City approved the Fifth Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through June 30, 2024

July 18, 2024 - City approved the Sixth Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through September 30, 2024

November 15, 2024 - City approved the Seventh Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through March 30, 2025

FUNDING:

N/A

FINANCIAL IMPACT:

Valencia Development Group will continue their monthly option payment per the terms of the agreement. Upon successful negotiation of the ground lease for Parcel 7, Valencia will receive a credit equal to payments made under the option agreement and its addendums.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/7/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Eighth Addendum to Valencia Option Agreement for Lot 7

PRESENTATION: No

EIGHTH ADDENDUM TO THE
PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP

This **EIGHTH ADDENDUM TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF THE OPTION AGREEMENT** (this "**Eighth Addendum**"), dated effective as of April 1, 2025 (the "**Effective Date**"), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation,** 222 West Main Street, Pensacola, Florida 32502 ("**City**"), and **VALENCIA DEVELOPMENT CORPORATION, a Texas corporation**, 4400 Post Oak Parkway, Suite 2800, Houston, Texas 77027 ("**Valencia**"). City, Valencia, and their successors are each a "**Party**," and collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, City and Studer Properties, LLP ("**Studer Properties**") entered into an Option Agreement dated October 1, 2018, with an Addendum dated April 1, 2020, (collectively, the "**Studer Option Agreement**"), whereby City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park more particularly described in Exhibit A to the Studer Option Agreement (referred to hereinafter individually as a "**Parcel**" and collectively as the "**Parcels**") subject to terms and conditions set forth in the Studer Option Agreement; and

WHEREAS, City, Studer Properties, and Valencia entered into a Partial Assignment of the Studer Option Agreement on October 9, 2020, expiring on March 31, 2021 (the "**Valencia Option Agreement**"); and

WHEREAS, the purpose of the Valencia Option Agreement is to provide for the development of one of the Parcels in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement for Parcel 7 and entered into a First Addendum to the Valencia Option Agreement, with an effective date of April 1, 2021, and expiring on September 30, 2021; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Second Addendum to the Valencia Option Agreement, with an effective date of October 1, 2021, and expiring on September 30, 2022; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Third Addendum to the Valencia Option Agreement, with an effective date of October 1, 2022, and expiring on September 30, 2023; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Fourth Addendum to the Valencia Option Agreement, with an effective date of October 1, 2023, and expiring on March 30, 2024; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Fifth Addendum to the Valencia Option Agreement, with an effective date of April 1, 2024, and expiring on June 30, 2024; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Sixth Addendum to the Valencia Option Agreement, with an effective date of June 30, 2024; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Seventh Addendum to the Valencia Option Agreement, with an effective date of September 30, 2024; and

WHEREAS, the Parties desire to extend the term of the Option Agreement another three months; and

WHEREAS, the Parties understand and agree that the City and Valencia will negotiate in good faith to reach the outcome of an executable ground lease agreement at the conclusion of a new option term, if approved; and

WHEREAS, Valencia understands and agrees that approval of any renegotiated option agreement, ground lease, and development of Parcel 7 is contingent upon the approval of the City Council in its sole and complete discretion; and

NOW, THEREFORE, in consideration of the forgoing, the other mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.

2. Term. The Option Term is extended and will automatically expire at midnight on June 30, 2025, unless duly extended, exercised, or sooner terminated as provided in the Valencia Option Agreement.

3. No Other Revisions to the Valencia Option Agreement. Except as expressly set forth above, none of the terms and conditions of this Eighth Addendum shall be deemed to modify or amend any of the terms and conditions of the Valencia Option Agreement and its addendum(s), and the Valencia Option Agreement, as amended, shall remain in full force and effect during the term of this Eighth Addendum.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Eighth Addendum effective as of the Effective Date.

CITY OF PENSACOLA
a Florida municipal corporation

By: ________________________________
Mayor D.C. Reeves

(AFFIX CITY SEAL)

Date signed:____________________, 2025

Attest:

____
Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Legal in form and valid as drawn:

____
Adam Cobb, City Attorney

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ______ day of ______________, 2025, by means of ( ) physical presence or ( ) online notarization, by D.C. Reeves, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who ( ) is personally known to me or ( ) has produced a driver's license as identification.

____
NOTARY PUBLIC

[SEAL]

[Signature page to Eighth Addendum between City of Pensacola and Valencia Development Corp.]

VALENCIA DEVELOPMENT CORPORATION

By: ______________________________

Print name:_______________________

Its: _____________________________

Date signed:____________________, 2025

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this _____day of ____________, 2025, by means of ( ) physical presence or ( ) online notarization, by____________________, the ____________________ of VALENCIA DEVELOPMENT CORPORATION, a Texas corporation, who ( ) is personally known to me or ( ) has produced a driver's license as identification.

____
NOTARY PUBLIC

[SEAL]

[Signature page to Eighth Addendum between City of Pensacola and Valencia Development Corp.]

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-327 | Agenda Conference | 3/24/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ACQUISITION OF REAL PROPERTY - 1818 NORTH PALAFOX STREET (HOLLICE T WILLIAMS STORMWATER PARK PROJECT)

RECOMMENDATION:

That City Council approve the purchase of real property located at 1818 North Palafox Street (Parcel ID# 000S009010060106) from PLVS ULTRA LLC for an amount not-to-exceed $377,000 plus appropriate closing costs, with the caveat of seller's delivery of an appropriately cleared, vacant parcel prior to closing, as part of the Hollice T Willliams 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.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #4: Resilient Waterfronts and Neighborhoods and #6 Public Spaces that Connect Communities.

In 2023, the City was awarded over $25 million in Community Development Block Grant - Disaster Recovery (CDBG-DR) infrastructure grant funds for the Hollice T. Williams Stormwater Park project. The project includes the expansion of the nearby Long Hollow Stormwater Pond. In February 2024, the City began making outreach to property owners and obtaining appraisals, which is the offer amount for this parcel. After establishing a solid timeline with the contractor engaged to design the project and determining a methodology with the granting agency for the acquisitions, property owners were sent an informational notice, or notice of interest (NOI), regarding their property, which is attached. The purchase price of $377,000 represents the appraiser's valuation of the lot as cleared, with the NOI amount of $325,000 originally offered assuming the dilapidated structure currently on the parcel, for which the appraiser deducted $52,000 from the valuation. As a condition of the sale, the seller must clear the lot appropriately of the dilapidated structure or the selling price reduces to the $325,000 uncleared value.

Florida Commerce, the state agency administering the grant funds, approved the City entering into agreements with willing sellers. The agreements are open-dated, modified versions of the standard purchase and sale agreements used in real property transactions. Per the terms of the grant, option agreements are utilized as the City must successfully complete a rigorous environmental review of the entire project area before Florida Commerce will agree to major expenditures on our project by issuing an authorization to utilize grant funds (AUGF) and before any real property acquisitions can be finalized. The environmental review is expected to be completed by November 2025, per our contractor for design services, Geosyntec.

PRIOR ACTION:

N/A

FUNDING:

Budget:

$5,194,753	Engineering Services
$18,633,722	Construction
$1,254,130	Project Implementation
$25,082,605	CDBG Hollice T Williams Grant

Actual:

$25,082,605	CDBG Hollice T Williams Grant

FINANCIAL IMPACT:

The acquisition is funded by the CDBG-DR grant awarded for the Hollice T Williams Stormwater Park project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/7/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. NOI Acquisition 1818 N Palafox - J Ellis
2. Appraisal - 1818 N Palafox - truncated reduced

PRESENTATION: No

PLVS VLTRA LLC
John D. Ellis
1600 N Palafox St.
Pensacola, Florida 32501

October 30, 2024

Dear Mr. Ellis,

The City of Pensacola is interested in acquiring property that you own at 1818 N Palafox for the Hollice T. Williams Stormwater Infrastructure Project, currently under design. This project will receive funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program for infrastructure.

Based upon an appraisal obtained in February 2024, of which you were previously emailed a copy, the City is prepared to offer $325,000 for the purchase of your property. Please contact us at your immediate convenience, if you would like to proceed with this transaction or with any issues regarding the agreement. After acknowledgement of acceptance, you will soon receive a purchase and sales agreement for your execution. The executed agreement is subject to approval by the City Council.

Please be advised that the City of Pensacola does not intend to acquire your property by eminent domain. In the event that we cannot reach an amicable agreement for the purchase of your property, the City will not pursue the proposed acquisition.

Also, please be advised that, in accordance with the Uniform Relocation and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance.

I look forward to hearing from you soon. If you have any questions about this notice or the proposed project, please contact me by email (destallworth@cityofpensacola.com), phone (850) 435-1834, or mail at the address in the footer below.

Sincerely,

Deana Stallworth, Property Lease Manager

cc: Amy Lovoy, City of Pensacola Finance Director

APPRAISAL REPORT

A DILAPIDATED OFFICE BUILDING

LOCATED AT 1818 NORTH PALAFOX ST.
PENSACOLA, FLORIDA 32501
ESCAMBIA COUNTY

AS OF FEBRUARY 5, 2024

PREPARED FOR

MS. DEANA STALLWORTH
PROPERTY LEASE MANAGER
CITY OF PENSACOLA
222 WEST MAIN ST.
PENSACOLA, FLORIDA 32502

BY

BRANTLEY & ASSOCIATES
REAL ESTATE APPRAISAL CORPORATION
POST OFFICE 12505 PENSACOLA, FLORIDA 32591-2505
PHONE: (850) 607-3991 EMAIL: shawnbrantley@brantleyassociates.com

Appraisal Institute MAI | SRA AI-GRS

R. Shawn Brantley, MAI, SRA, AI-GRS, M.S., CCIM
Florida: State Certified General Appraiser RZ289

CCIM Individual Member

Brantley & Associates Real Estate Appraisal Corp

Appraisals * Review Appraisals * Consulting

R. Shawn Brantley, MAI, CCIM
FL: State-Certified General Real Estate Appraiser RZ 289

February 7, 2024

Client:
Ms. Deana Stallworth
Property Lease Manager
City of Pensacola
222 West Main Street
Pensacola, FL. 32503
destallworth@cityofpensacola.com

Re: Appraisal of 1818 North Palafox Street, Pensacola, FL. 32501

Dear Ms. Stallworth:

In accordance with your authorization of January 29, 2024, I personally inspected the above referenced property on February 5, 2024, for the purpose of developing an opinion of market value for the referenced property. The subject property consists of a delipidated office building that has reached the end of its economic life.

The accompanying document is intended to be an "Appraisal Report", as defined by the *Uniform Standards of Professional Appraisal Practice*. This report has also been developed in compliance with the *Uniform Appraisal Standards for Federal Land Acquisitions*. By reason of my inspection, investigation, and analyses, which are described in the accompanying appraisal report, I am of the opinion that the fee simple market value of the subject property, as defined herein, as of February 5, 2024, is:

FINAL VALUE OPINION
THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS
$325,000

The above value may be allocated as follows:

Cleared Land Value	**$377,000**
Demolition Expenditures	**$ 52,000**
"AS IS" Final Value Opinion	**$325,000**

The above value opinion is subject to the limiting conditions and general assumptions contained in this appraisal. In addition, the following extraordinary assumptions and/or hypothetical conditions apply to this analysis. The reader is alerted that the deployment of extraordinary assumptions or hypothetical conditions can significantly affect the value opinion.

1. **No value allocation is made for mineral rights, and it is assumed that any mineral interests are of negligible impact.**

2. **The appraisal does not attribute value to any personal property, furniture, fixtures, or equipment.**

3. **We have not received a title report for the property. It is assumed there are no deed restrictions, encumbrances, or adverse circumstances pertinent to the property unless specifically described herein. The appraiser is unaware of any easements, leases, deed restrictions, or other documentation that would affect the use, occupancy, value, or disposition of the subject property, and it is assumed there are none, except as may otherwise be specifically identified and referenced in the body of this document.**

4. **This appraisal is made to highest and best use. The highest and best use conclusion involves demolition of the existing improvements. Therefore, no value is attributed to the existing improvements in this appraisal.**

5. **This appraisal invokes the jurisdictional exception provision in USPAP as regards the omission of an opinion of exposure time in the appraisal, which is prohibited by the Uniform Standards for Federal Land Acquisitions (Yellow Book).**

6. **The final value opinion cited in this appraisal is predicated upon the appraiser's estimate of demolition expenditures. The appraiser has utilized the Marshall Valuation Service in developing the demolition estimate; however, any reader is advised that demolition expenditures are known to vary widely dependent upon current demand, potential hazards, the availability of contractors and other factors. The value of the subject property varies in inverse relationship to the extent of expected demolition costs. Any reader is advised of the potential necessity to seek actual bids for demolition of the subject structure prior to reliance upon this appraisal. For the purposes of this appraisal, the demolition estimate developed from the Marshall Service is assumed to be accurate.**

There is attached our report containing certain factual data and opinions formed in making the value estimate. This is an appraisal report, which is intended to comply with the reporting requirements set forth under Standards Rule 2 of the Uniform Standards of Professional Appraisal Practice for an appraisal report. As such, it presents only summary discussions of data, reasoning and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of the discussion contained in this report is specific to the needs of the client and the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

This appraisal has been made in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the State of Florida for issuance of a "Certified Appraisal Report", the Code of Professional Ethics of the Appraisal Institute, and the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA). This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.

We appreciate your confidence in us to do this work for you, and please give us a call if there are any questions.

Sincerely,

R. Shawn Brantley, MAI

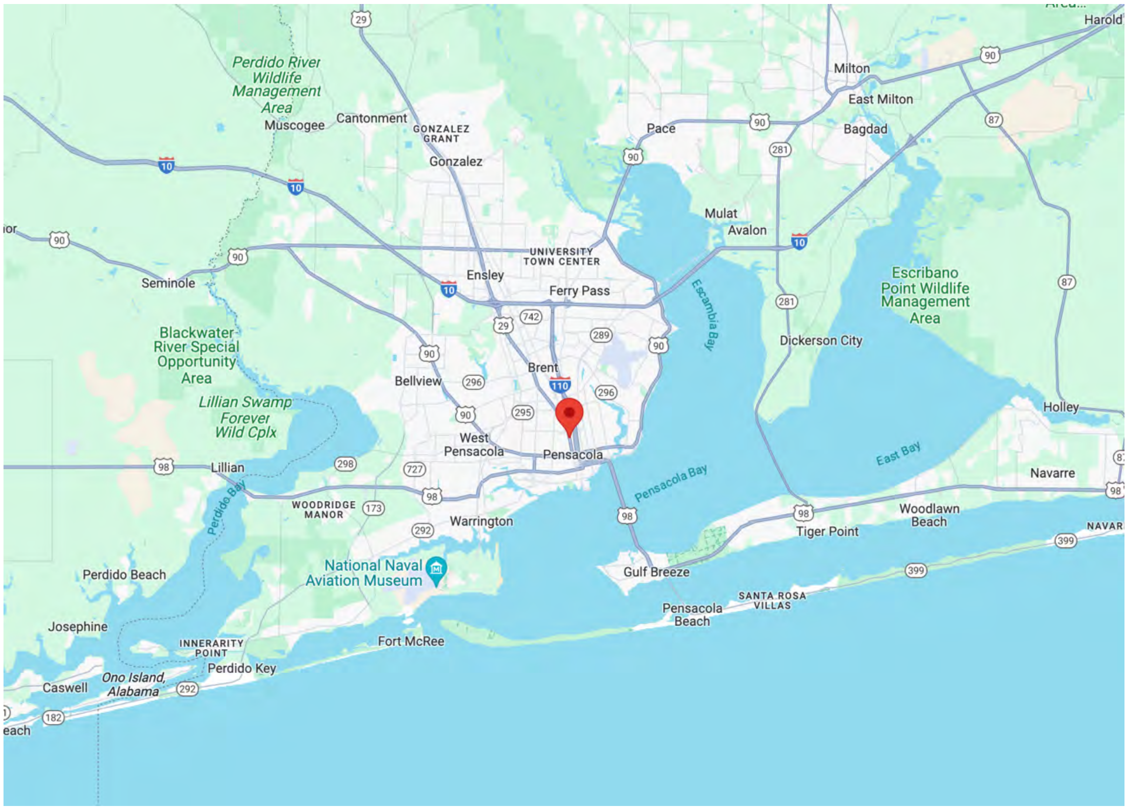
R. Shawn Brantley, M.S., MAI, CCIM, AI-GRS
Cert Gen #RZ289
Florida

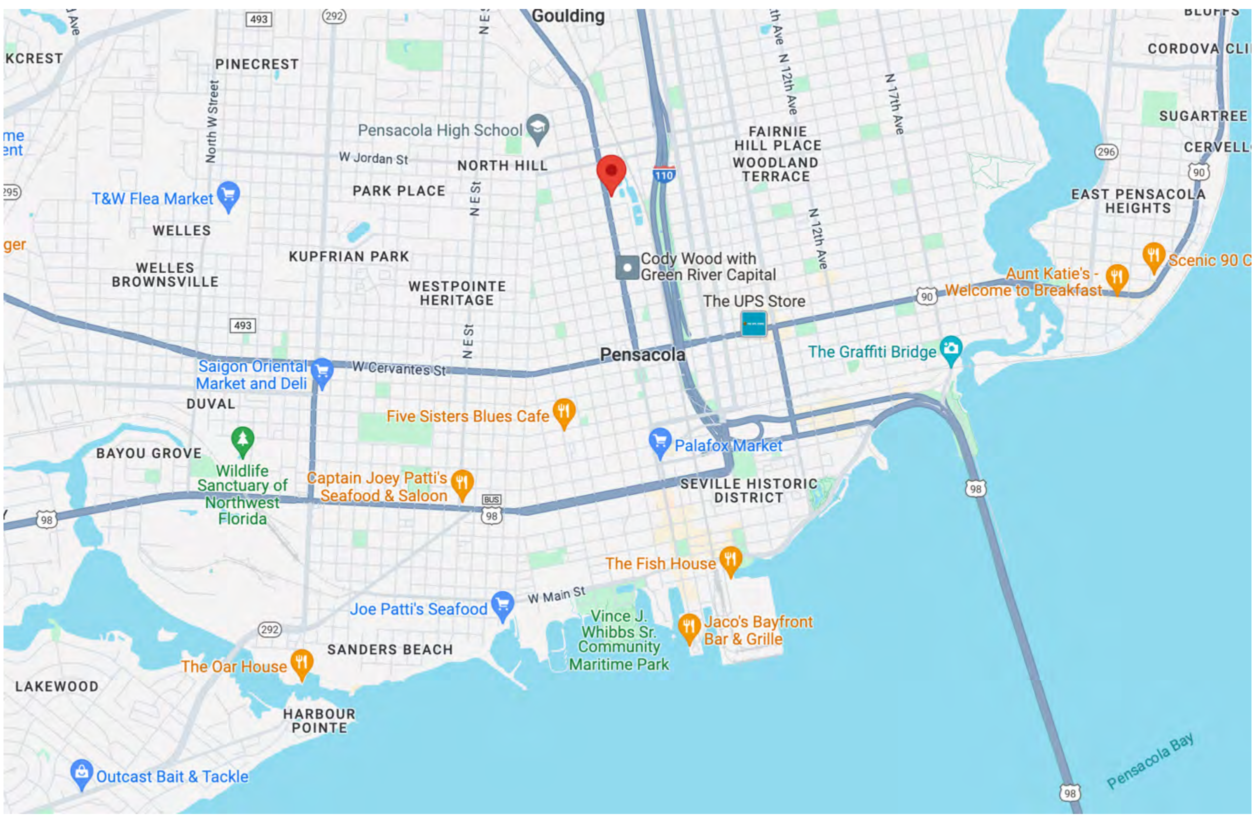
TABLE OF CONTENTS

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

PROPERTY IDENTIFICATION:	Dilapidated Office Building
OWNERSHIP (PER ASSESSMENT):	PLVS VLTRA LLC John D. Ellis, Jr., Manager
LOCATION OF PROPERTY:	The property address is 1818 North Palafox Street, Pensacola, Florida 32501. The subject property is situated in the SE corner of East Lakeview Avenue and North Palafox Street.
PURPOSE OF APPRAISAL:	To develop an opinion for the market value, as of a current date.
PROPERTY RIGHTS APPRAISED:	Fee Simple
DATE OF INSPECTION:	February 5, 2024
EFFECTIVE DATE OF VALUATION:	February 5, 2024
DATE OF REPORT:	February 7, 2024
ESCAMBIA CO. TAX PARCEL #:	00-0S-00-9010-060-106
2023 ASSESSMENT:	$158,062
2022 GROSS TAXES:	$3,026.95
ZONING:	C-3 – City of Pensacola
FUTURE LAND USE:	Medium Density Residential
SITE:	0.6409 acres 150’ x 185’
EXISTING IMPROVEMENTS:	Per tax rolls, the subject consists of a 5,127 SF, base office building, plus 1,208 SF of porch area, and was built in 1960.
CURRENT ZONING:	C-3 Commercial
HIGHEST & BEST USE:	Demolition of existing improvements for redevelopment.
LAND VALUE AS CLEARED	$377,000
ESTIMATED DEMOLITION COSTS	$ 52,000
FINAL VALUE OPINION	$325,000

LOCATION MAPS

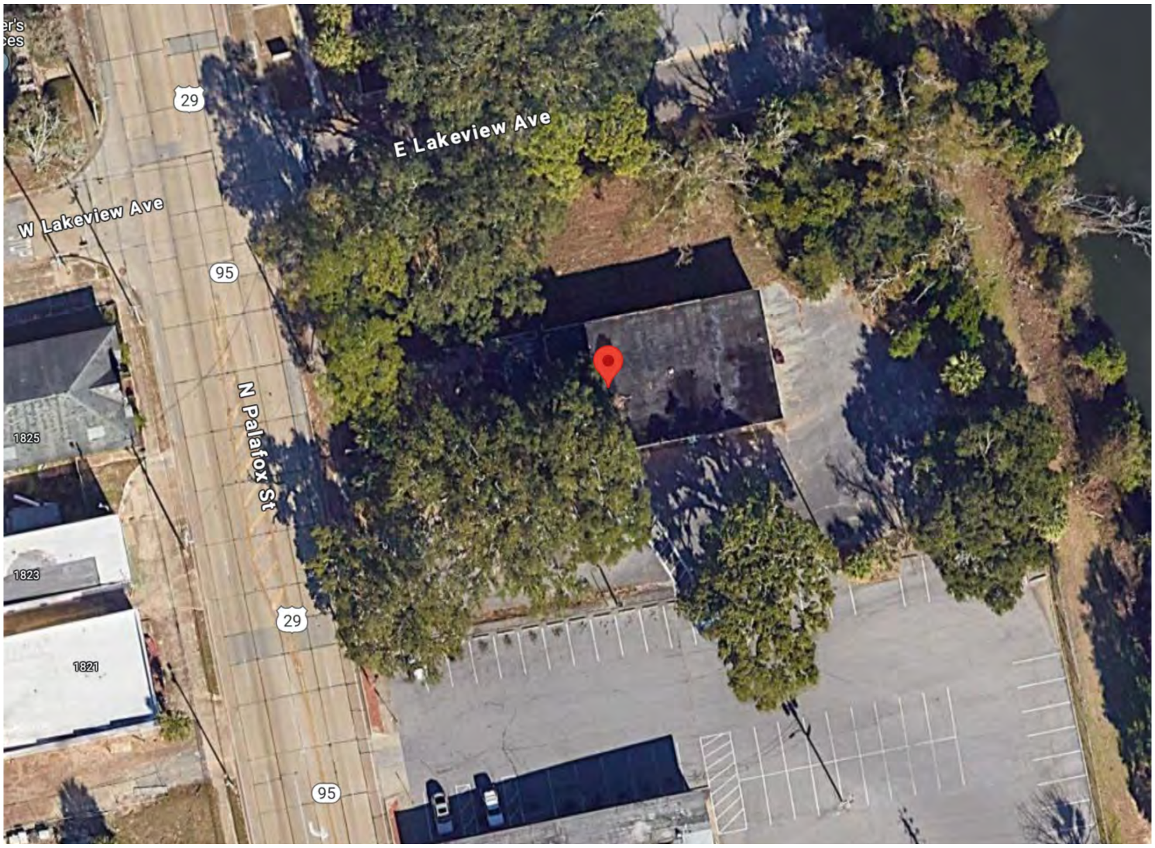




AERIAL MAP


CA081
CA080
CA079
E MAXWELL ST
W MAXWELL ST
E JORDAN ST
W JORDAN ST
E HERNANDEZ ST
W HERNANDEZ ST
E LAKEVIEW AVE
W LAKEVIEW AVE
E AVERY ST
W AVERY ST
W MALLORY ST
E MORENO ST
W MORENO ST
E BLOUNT ST
W BLOUNT ST
N PALAFOX ST
N BAYLEN ST
N SPRING ST
N GUILLEMARD ST
N TARRAGONA ST
N HAYNE ST
INTERSTATE 110

AERIAL PHOTOGRAPHS OF SUBJECT STRUCTURE



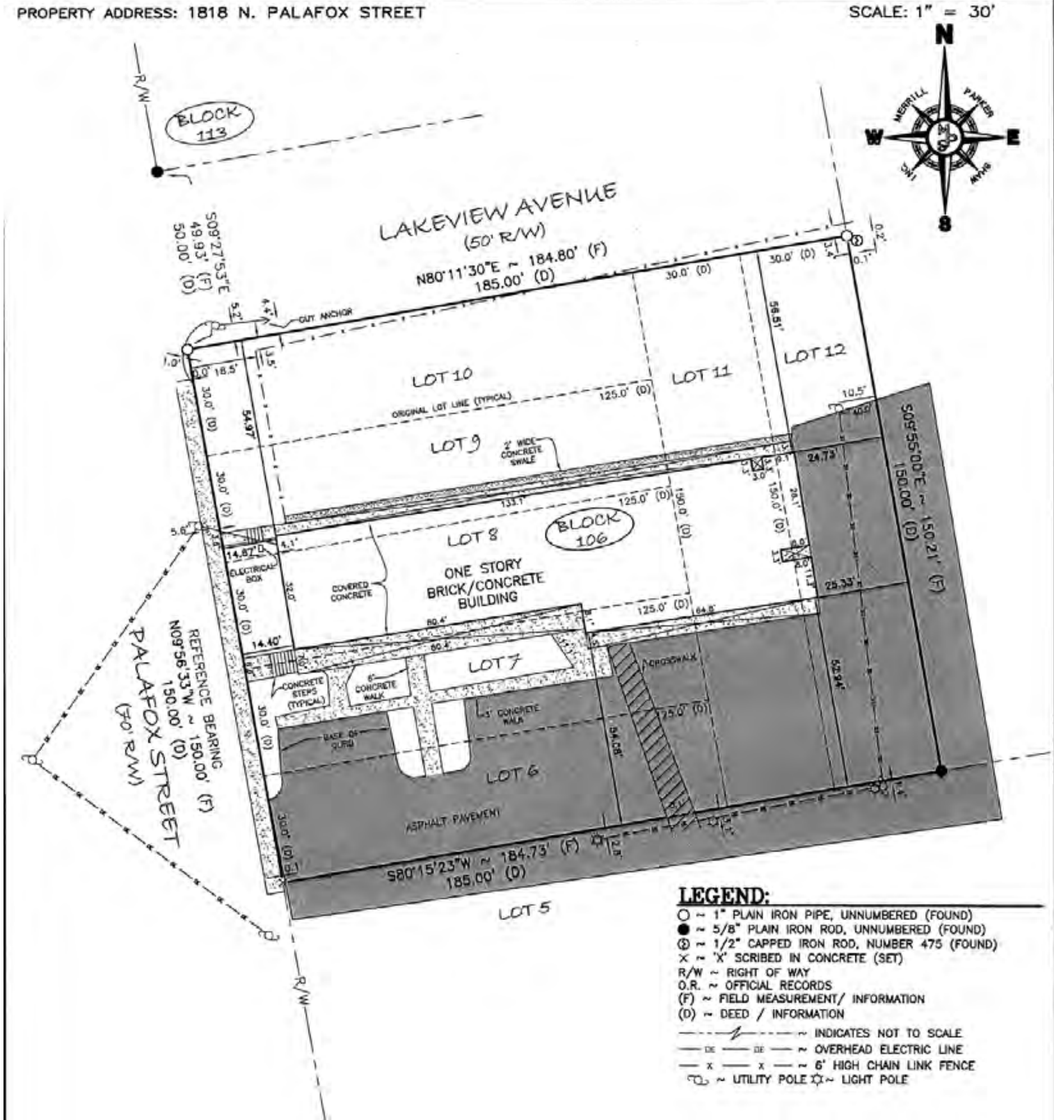
SURVEY PROVIDED BY OWNER

MERRILL PARKER SHAW, INC.

4928 N. DAVIS HWY — PROFESSIONAL SURVEYING SERVICES — PH: (850) 478-4923
PENSACOLA, FL 32503 — FAX: (850) 478-4924

PREPARED FOR: PLVS VLTRA — JOB NO.: 22-14575-S-1
REQUESTED BY: JOHN ELLIS — DATE: 06/10/22

PROPERTY ADDRESS: 1818 N. PALAFOX STREET — SCALE: 1" = 30'



LEGEND:
- ○ ~ 1" PLAIN IRON PIPE, UNNUMBERED (FOUND)
- ● ~ 5/8" PLAIN IRON ROD, UNNUMBERED (FOUND)
- ⊛ ~ 1/2" CAPPED IRON ROD, NUMBER 475 (FOUND)
- X ~ 'X' SCRIBED IN CONCRETE (SET)
- R/W ~ RIGHT OF WAY
- O.R. ~ OFFICIAL RECORDS
- (F) ~ FIELD MEASUREMENT/ INFORMATION
- (D) ~ DEED / INFORMATION
- ~ INDICATES NOT TO SCALE
- — OE — OE — ~ OVERHEAD ELECTRIC LINE
- — x — x — ~ 6' HIGH CHAIN LINK FENCE
- ~ UTILITY POLE ☼ ~ LIGHT POLE

"BOUNDARY SURVEY WITH IMPROVEMENTS"

SHEET 1 OF 2 — *MEASUREMENTS MADE TO UNITED STATES STANDARDS*

DESCRIPTION: SEE SHEET TWO

SECTION ____, TOWNSHIP ____, RANGE ____, ESCAMBIA COUNTY, STATE OF FLORIDA.
RECORDED O.R. BOOK 8727, PAGE 1381 *THE ENCROACHMENTS ARE AS SHOWN*
FIELD DATE: 05/11/22, FIELD BOOK: 482, PG. 39

MERRILL PARKER SHAW, INC. CORPORATION NUMBER 7174

E. Wayne Parker DATE: 06/10/22

E. WAYNE PARKER PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3683 STATE OF FLORIDA

REVISIONS:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR

GROUND PHOTOGRAPHS OF THE SUBJECT PROPERTY
All photos made on 2/5/24 by R. Shawn Brantley, MAI

(1) View of southeast corner of the subject structure

(2) View of northeast corner of the subject structure.

PHOTOGRAPHS OF THE SUBJECT PROPERTY

(3) View of southwest corner of the subject structure

(4) Street scene facing north – subject on the right.

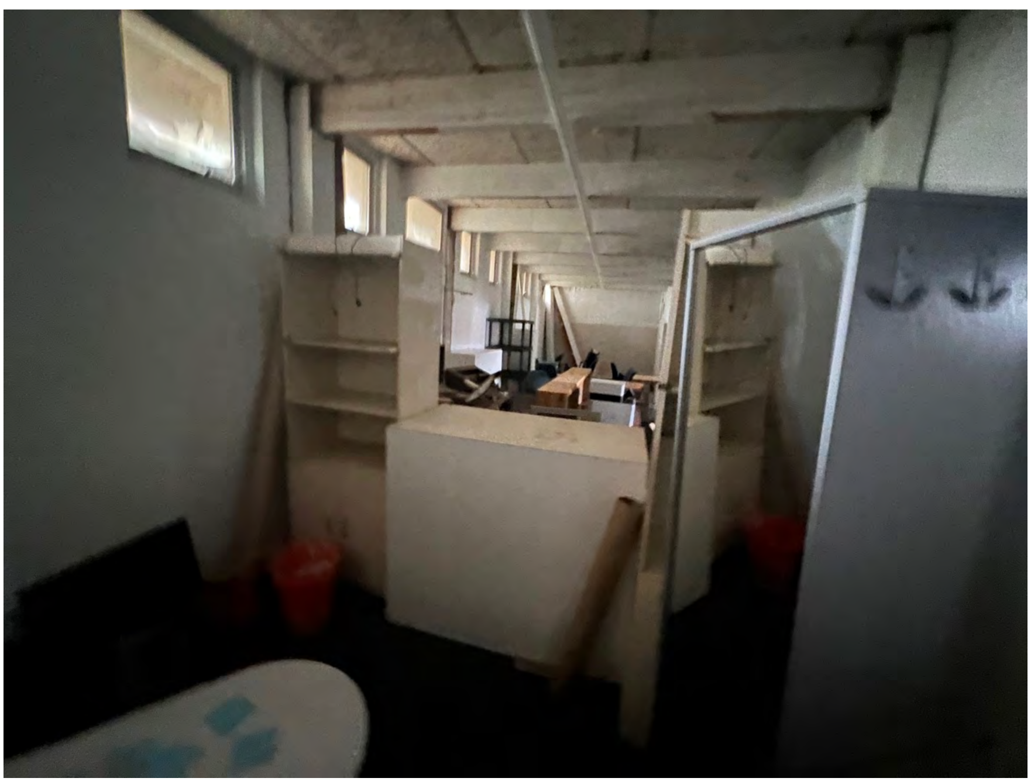
PHOTOGRAPHS OF THE SUBJECT PROPERTY

(5) View of northwest corner of the subject structure

(6) Street scene facing south – subject on the left.

PHOTOGRAPHS OF THE SUBJECT PROPERTY

(7) Interior view – standing water, deteriorated ceiling.



(11) Interior view – accumulated debris

PHOTOGRAPHS OF THE SUBJECT PROPERTY

(12) Interior view – accumulated debris, deteriorated ceiling.

(13) Interior View – standing water, rot, moisture.

PHOTOGRAPHS OF THE SUBJECT PROPERTY

(14) Interior view – standing water, mold, leaking ceiling.

(15) Interior view – accumulated debris, infestation, mildew.

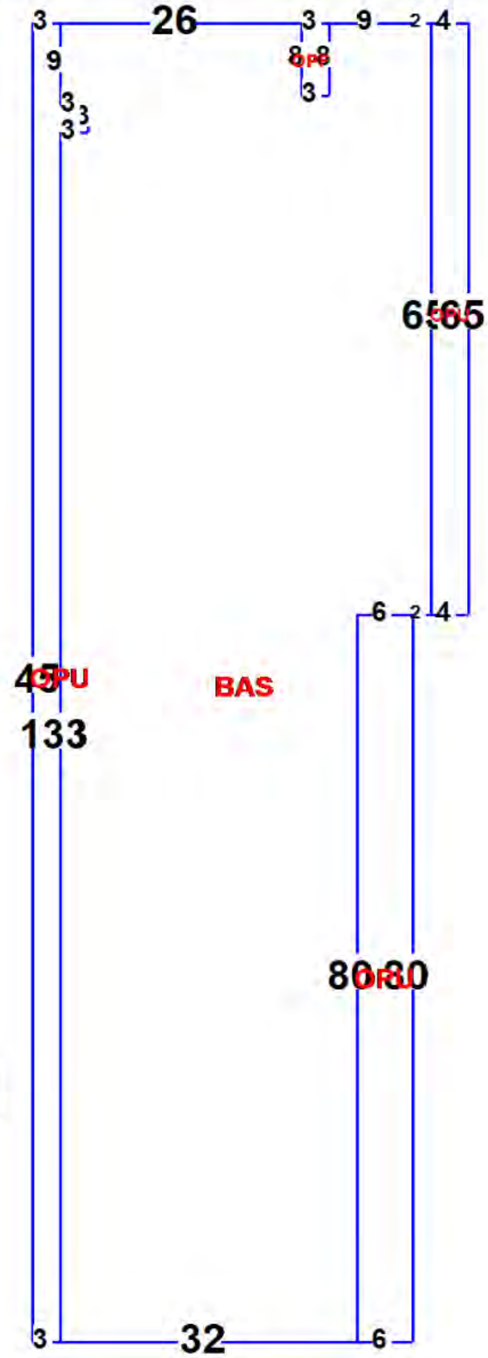
ASSESSOR'S DIMENSIONAL SKETCH OF SUBJECT SITE

ASSESSOR'S BUILDING SKETCH & DESCRIPTION

Address:1818 N PALAFOX ST, Year Built: 1960, Effective Year: 1970, PA Building ID#: 18355

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*0*
EXTERIOR WALL-*CONCRETE BLOCK*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ABOVE GRDE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
INTERIOR WALL-*PANEL-PLYWOOD*
NO. PLUMBING FIXTURES-*14*
NO. STORIES-*1*
ROOF COVER-*BLT UP ON WOOD*
ROOF FRAMING-*WOOD FRAME/TRUS*
STORY HEIGHT-*10*
STRUCTURAL FRAME-*MASONRY PIL/STL*



Areas - 6335 Total SF

BASE AREA - *5127*
OPEN PORCH FIN - *24*
OPEN PORCH UNF - *1184*

PROPERTY IDENTIFICATION

The subject property consists of a 63-year-old office building situated upon 0.6409 acres with 150' frontage along N. Palafox Street and 185' frontage along E. Lakeview Ave. The subject is situated in the SE corner of E. Lakeview Avenue and N. Palafox St. The subject property has been defined by various exhibits and graphics presented herein. The appraiser was not provided a boundary survey or legal description for the property. A legal description is available on the last deed of record, a copy of which may be found in the addenda. It is assumed that the records of the Escambia County Property Appraiser are accurate as relates to proper identification of the subject real estate.

PURPOSE OF APPRAISAL

The purpose of this appraisal is to develop an opinion for the market value of the subject property as of a current date.

INTENDED USE AND USER

This appraisal is intended to assist the client, City of Pensacola, in making business decisions as relate to acquisition of the property. The intended user of the report is the client. The appraisal is not intended for any other use or any other users.

USE HISTORY

The subject property is currently unoccupied and in disrepair. It appears to have been unoccupied for a very long time. It would appear the subject property served as a professional office building in the distant past.

ASSESSMENT AND TAXES

The subject property is assessed in the Escambia County tax records under parcel 00-0S-00-9010-060-106. The following tables provides a history of assessments and taxes for the last three years:

Assessments

Year	Land	Imprv	Total	Cap Val
2023	$84,499	$73,563	$158,062	$158,062
2022	$84,499	$42,675	$127,174	$127,174
2021	$79,088	$40,200	$119,288	$119,288

Account History

BILL	AMOUNT DUE	STATUS		
2023 Annual Bill	$3,026.95	Unpaid		
2022 Annual Bill	$0.00	Paid $2,553.37	03/27/2023	Receipt #WWW-23-00094692
2021 Annual Bill	$0.00	Paid $2,429.43	02/25/2022	Receipt #126-22-00055177

The property taxes for the most current year are $3,026.95, an 18.5% increase from the year before. Additional information regarding the assessment and taxes may be found in the addenda.

SCOPE AND EXTENT OF DATA COLLECTION AND ANALYSIS

The scope of the appraisal encompasses the necessary research and analysis to prepare an appraisal report in accordance with its intended use. For this appraisal assignment, the subject property was identified through our inspection of the premises, information provided by the client, and information available in the public records. Information concerning the region, neighborhood and the subject property was obtained from various sources including but not limited to the County Property Appraiser, County Planning and Zoning Departments, County Public Records, County Tax Collector, GIS, aerial maps, flood maps, local utility companies, the Chamber of Commerce, Realtor Publications, etc. The nature of the market data collected has been determined based upon a thorough inspection of the subject property and resulting highest and best use analysis. Within the confines of the highest and best use analysis, the appraiser has made an examination of all available and pertinent market data that could be located within the previous 12 months before the effective date of the appraisal. The search for comparable sales data included the immediate vicinity of the subject property, with the most emphasis placed on those locations most similar to the subject. Our search was expanded as necessary to include an adequate amount of market data. Also, the selection of the data reported is limited to that data which the appraiser considers relevant to the assignment and to the purpose of the appraisal, under the terms of the highest and best use conclusions rendered herein. It is the intent of the Appraiser that this entire report provides an explanation for the scope of work undertaken, not just this section.

DEFINITION OF MARKET VALUE

The following definition of market value is derived from Advisory Opinion 22 in the 2020-2021 version of the Uniform Standards of Professional Appraisal Practice:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised and acting in what they consider their own best interests
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone.

Alternatively, we are also citing the definition of value from the Uniform Appraisal Standards for Federal Land Acquisitions:

> Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither compelled to buy or sell, giving due consideration to all available economic uses of the property.

For the purposes of this report, compliance with both value definitions is accomplished or otherwise specifically addressed herein.

EXPOSURE TIME

Reasonable exposure time is one of a series of conditions in most market value definitions. Exposure time is always presumed to precede the effective date of the appraisal. Exposure time may be defined as follows: "*The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market*."

Exposure time is different for various types of real estate and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. This statement focuses on the time component. The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by supply/demand conditions as of the effective date of the appraisal and analysis of historical sales information.[1]

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[1] Standards of Professional Practice, Part A (USPAP), Appraisal Institute, Standard Rule 1-2, b. iii, Comment, January 6, 1993, pages 2-5 through 2-8.

Contrary to the Uniform Standards of Professional Appraisal Practice (USPAP), The Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) prohibits an appraiser from linking the opinion of value to a specific amount of exposure time. This is because the federal definition of market value already presumes that the subject property was exposed on the open market for a reasonable length of time, given the character of the property and its market. Therefore, the omission of exposure time from this appraisal requires a jurisdictional exception to the USPAP, which is hereby invoked.

MARKETING PERIOD

The reasonable marketing time is an estimate of the length of time it might take to sell the subject property at the estimated market value level during the period immediately after the effective date of the appraisal. As with exposure time, the UASFLA prohibits an appraiser from providing estimates of marketing time because such information is considered inappropriate and beyond the scope of services necessary for developing just compensation.

PROPERTY RIGHTS TO BE APPRAISED

The property rights appraised are the fee simple interest. We have been informed that the subject property is owner-occupied. Fee simple is the highest possible ownership interest that can be held in real property, being subject only to the rights reserved by the government for taxation, eminent domain (the right to expropriate private property for public use with the payment of compensation), police power (zoning) and escheat (the reversion of property to the state on the owner’s dying without legal heirs). However, as expressed in the letter of transmittal, no value is attributed to oil, gas, or mineral interests. The appraiser has not been provided a title report and it is unknown whether oil, gas, or mineral interests remain attached to the fee interest or whether they have been previously withheld. Further, the appraiser is unaware of significant oil, gas, or mineral interest transactions in the immediate area. If such property rights are found to remain attributable to the appraised interest, they are not specifically appraised herein.

ZONING AND FUTURE LAND USE

The appraised property is subject to the C-3 Residential/Office land use code promulgated by the City of Pensacola. Relevant excerpts from the code are as follows:

Sec. 12-3-8. - Commercial land use district.

The regulations in this section shall be applicable to the retail and downtown commercial and wholesale and light industry zoning districts: C-1, C-2A, C-2, and C-3.

(1) *Purpose of district.*

a. The commercial land use district is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development. New development and redevelopment projects are strongly encouraged to follow the city's design standards and guidelines contained in section 12-3-121.

b. The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those that are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning. The downtown and retail commercial (C-2A and C-2) zoning districts' regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.

c. The downtown retail commercial (C-2A) zoning district's regulations are intended to provide a mix of restaurants, retail sales, entertainment, and service establishments with an emphasis on pedestrian-oriented ground floor shops and market spaces.

d. The commercial retail (C-2) zoning district's regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market.

e. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.

(2) *Uses permitted.*

a. *C-1, retail commercial zoning district.* Any use permitted in the R-NC district and the following uses, with no outside storage or repair work permitted:

1. Retail sales and services.
2. Motels/hotels.
3. Vending machine when as accessory to a business establishment and located on the same parcel of land as the business.
4. Car washes.
5. Movie theaters, except drive-in theaters.
6. Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.
7. Pet shops with all uses inside the principal building.
8. Parking lots and parking garages.
9. Pest extermination services.
10. Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.
11. Business schools.
12. Trade schools.
13. Medical marijuana dispensary.
14. Recreation or amusement places operated for profit.
15. Accessory buildings and uses customarily incidental to the above uses.

b. *C-2A, downtown retail commercial district.* Any use permitted in the C-1 district with the exception of manufactured home parks, and conditional uses. The following uses with no outside storage or repair work permitted:

1. Bars.
2. Pool halls.
3. Newspaper offices and printing firms.
4. Marinas.
5. Major public utility buildings and structures including radio and television broadcasting station.
6. Accessory buildings and uses customarily incidental to the above uses.

c. *C-2, commercial district (retail).* Any use permitted in the C-2A district and the following uses with no outside storage or repair work permitted:

1. Cabinet shops and upholstery shops.
2. Electric motor repair and rebuilding.
3. Garages for the repair and overhauling of automobiles.
4. Sign shop.
5. Accessory buildings and uses customarily incidental to the above uses.

d. *C-3, commercial zoning district (wholesale and limited industry).*

1. Any use permitted in the C-2 district. Outside storage and work shall be permitted for those uses and the following uses, but shall be screened by an opaque fence or wall at least eight feet high at installation. Vegetation shall also be used as a screen and shall provide 75 percent opacity. The vegetative screen shall be located on the exterior of the required fence.
2. Outside kennels, runs or exercise areas for animals subject to regulations in section 12-3-83.
3. Growing and wholesale of retail sales of trees, shrubs and plants.
4. Bakeries, wholesale.
5. Ice cream factories and dairies.
6. Quick-freeze plants and frozen food lockers.
7. Boat sales and repair.
8. Outdoor theaters.
9. Industrial research laboratories and pharmaceutical companies.
10. Truck sales and repair.
11. Light metal fabrication and assembly.
12. Contractors shops.
13. Adult entertainment establishments subject to the requirements of chapter 7-3.
14. Industrial laundries and dry cleaners using combustible or flammable liquids or solvents with a flash point of 190 degrees Fahrenheit or less which provide industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.
15. Retail lumber and building materials.
16. Warehouses.
17. Plumbing and electrical shops.
18. New car and used car lots, including trucks which do not exceed 5,000 pounds.
19. Car rental agencies and storage, including trucks which do not exceed 5,000 pounds.
20. Pawnshops and secondhand stores.
21. Mini-storage warehouses.
22. Advanced manufacturing and/or processing operations provided that such use does not constitute a nuisance due to emission of dust, odor, gas, smoke, fumes, or noise.
23. Accessory buildings and uses customarily incidental to the above uses.

(3) *Regulations.* All developments are required to comply with design standards and are strongly encouraged to follow design guidelines as established in section 12-3-121. Table 12-3.7 describes height, area and yard requirements for the C-1, C-2, C-2A and C-3 commercial zoning districts:

TABLE 12-3.7. REGULATIONS FOR THE COMMERCIAL ZONING DISTRICTS

Standards	C-1	C-2A	C-2 and C-3
Minimum Yard Requirements (Minimum Building Setbacks)	There shall be no yard requirements, except that where any nonresidential use is contiguous to a residential zoning district there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width. Inside the C-2A District and Dense Business Area: There shall be a maximum allowed front yard setback of 10 feet.		
Maximum Building Height	No building shall exceed 45 feet in height at the property or setback lines. (See Note 1)	No building shall exceed 100 feet in height at the property or setback lines. (See Note 1)	
Lot Coverage Requirements (The maximum combined area occupied by all principal and accessory buildings)	Shall not exceed 75 percent of the total site area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 65 percent.	Shall not exceed 100 percent of the total site area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 90 percent.	Inside the dense business area: shall not exceed 100 percent of the total site area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 90 percent (with the exception of the C-2A zoning district). Outside the dense business area: shall not exceed 75 percent of the total site area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 65 percent.
Maximum Density Multiple-Family Dwellings	35 dwelling units per acre.	135 dwelling units per acre.	Inside the dense business area: 135 dwelling units per acre. Outside the dense business area: 35 dwelling units per acre.
Note 1: Three feet may be added to the height of the building for each foot the building elevation is stair-stepped or recessed back from the property or setback lines beginning at the height permitted up to a maximum height of 150 feet.			

Future Land Use - The appraised property falls within a compatible category upon the city's Future Land Use map, which is compatible with the existing zoning classification and existing use of the subject property. The future land use category is described below by an excerpt from the city's comprehensive plan.

Commercial District: The Commercial Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Light industrial uses such as fabrication, assembly and warehousing are permitted.

Future Land Use

1-3

Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development. Residential, office and commercial uses are allowed at the following maximum densities and intensities:

* Residential - density not to exceed 35 dwelling units per acre outside the dense business area and density not to exceed 135 dwelling units per acre in the dense business area.
* Office and Commercial in the dense business area - the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.
* Office and Commercial - outside of the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

HISTORY OF PROPERTY

Public records reveal the owner acquired the property on Feb. 22, 2022 for indicated consideration of $250,000 as recorded in OR 8727 at Page 1381 of the public records of Escambia County. The last sale prior to that was in March of 2016 for $95,000. The current building was built in 1960. A copy of the last deed of record may be found in the addenda. We have no information pertinent to prior rentals of the structure or whether or not it has ever been rented.

Our research has revealed no reason to dispute the validity of the most recent transaction as indicative of market value other than the fact that it is dated. There has been significant inflation in the marketplace over the last 24 months. We discussed the transaction with the buyer, Mr. John Ellis, who confirmed it to be an “arm’s length” transaction in a phone conversation with the appraiser. Mr. Ellis is also a Realtor. We have included this prior transaction among our comparable sales.

The subject property is presently actively listed for sale in the Gulf Coast Commercial Multiple Listing Service for a price of $425,000. A copy of relevant listing information may be found in the addenda. Mr. Ellis informed that he had initially purchased the property to renovate into his real estate office but that with rising interest rates, he had delayed the project and placed the property on the market. Mr. Ellis informed that he has completed some planning pertinent to a proposed renovation. Mr. Ellis informed that he has had no offers at the current offering price but has shown the property numerous times. Mr. Ellis also confirmed the property was currently unoccupied. Public records indicate the existing building was constructed in 1960. As reflected in the assessment history, the value appears to be primarily in the land. The appraiser requested copies of any cost estimates, design, or engineering work compiled by Mr. Ellis in the process of his intended renovation, but none were provided. Mr. Ellis has provided a contractor’s assessment, which is contained in the addenda and pertains to a partial renovation but does not provide costs. An acquaintance of Mr. Ellis, identifying himself as Jamal, attended the inspection of the property in the place of Mr. Ellis. The appraiser again requested any data pertinent to rehabilitation of the dilapidated improvements, but none have been forthcoming.

GENERAL AREA DATA

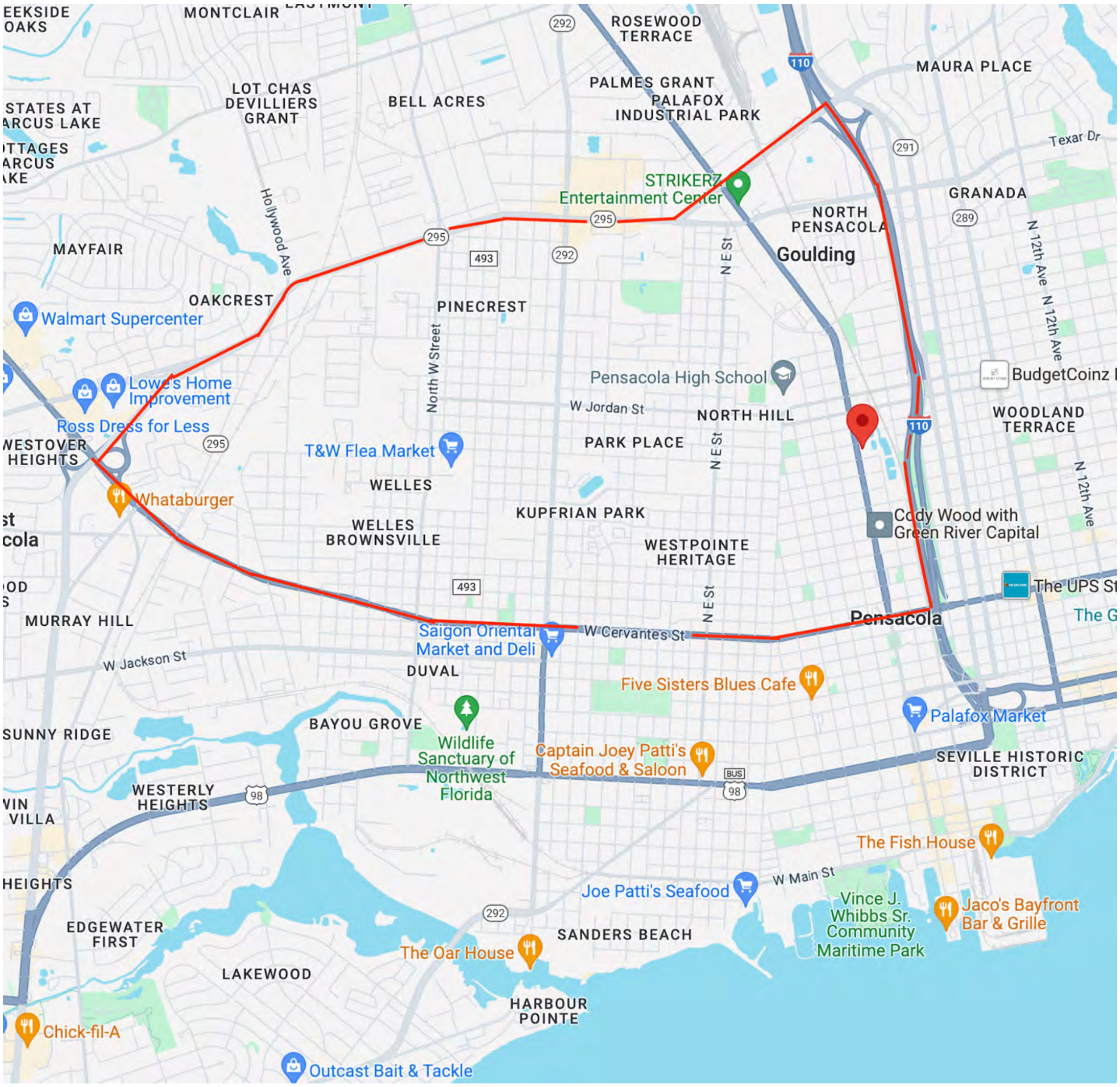
A detailed description and analysis of the broad market area is included in the addenda. Based on our analysis, we are of the opinion that the demand for real estate should remain generally consistent in the broad market area.

DESCRIPTION OF NEIGHBORHOOD

For appraisal purposes, a neighborhood is defined as a group of complementary land uses that exhibit some degree of uniformity. Factors such as the dominant land uses, demand levels, occupancy levels, purchasing power of occupants, ages of buildings, etc. influence the determination of the relevant neighborhood.

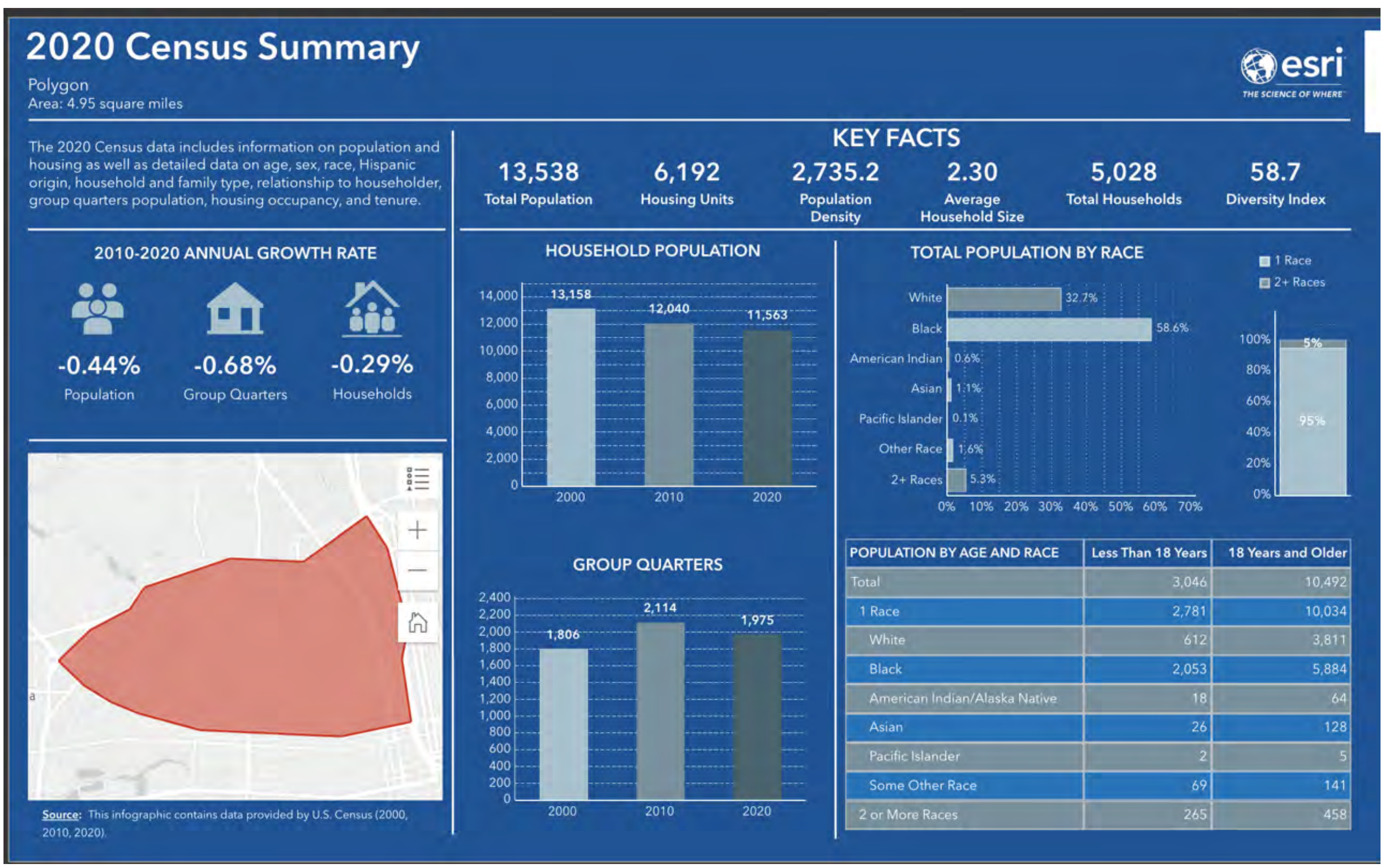
For the purposes of this appraisal, we have defined the neighborhood as those interactive urban areas existing north of Cervantes Street, west of Interstate 110, south of Fairfield Drive, and east of the Fairfield Drive/Mobile Highway intersection. Traffic is fed into the neighborhood via Interstate 110. Interstate 110 is an extension from Interstate 10 that ventures southerly from the neighborhood's northern boundary. Interstate 10 runs from Jacksonville to Los Angles. There are interchanges from Interstate 110 into the neighborhood at Fairfield Drive, Jordan Street, and Cervantes Street.

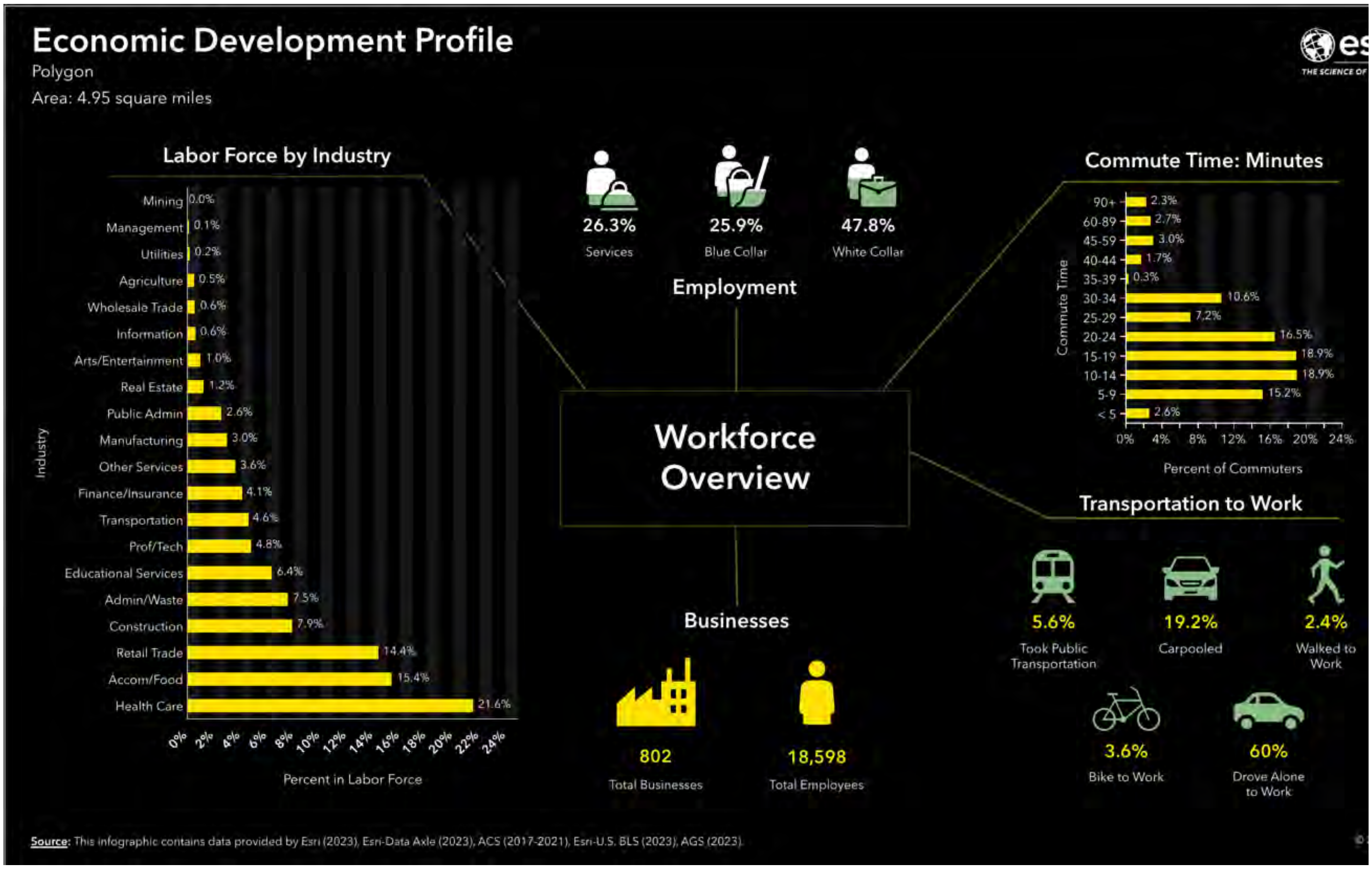
The neighborhood contains dense conglomerations of commercial, residential, and public developments and is largely built out, although infill developments are relatively common. The defined neighborhood consists of 4.95 square miles of urban area. The interior of the neighborhood includes very economical housing, but the neighborhood thoroughfares exhibit a fecundity of businesses and much thru traffic. This would include the major thoroughfares that constitute the boundaries, but also interior vertical thoroughfares such as "W" Street, Pace Blvd., "E" Street, and Palafox Street, upon which the subject is located. However, the commercial developments in the immediate vicinity of the subject property, along Palafox Street, are substantially aged, and renovations or redevelopment appear necessary or imminent in many places. The bounds of the neighborhood are approximately identified in the following graphic:

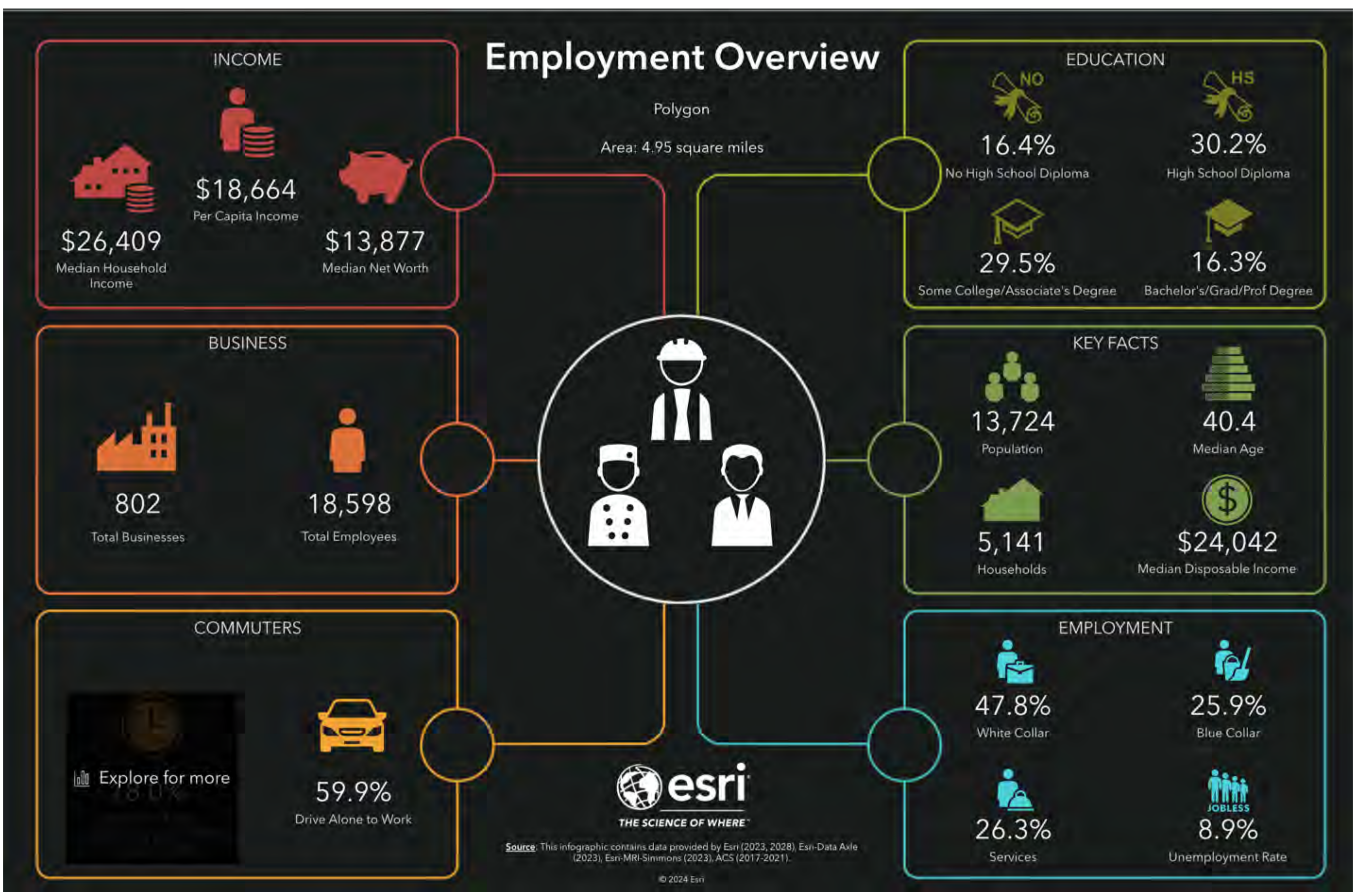


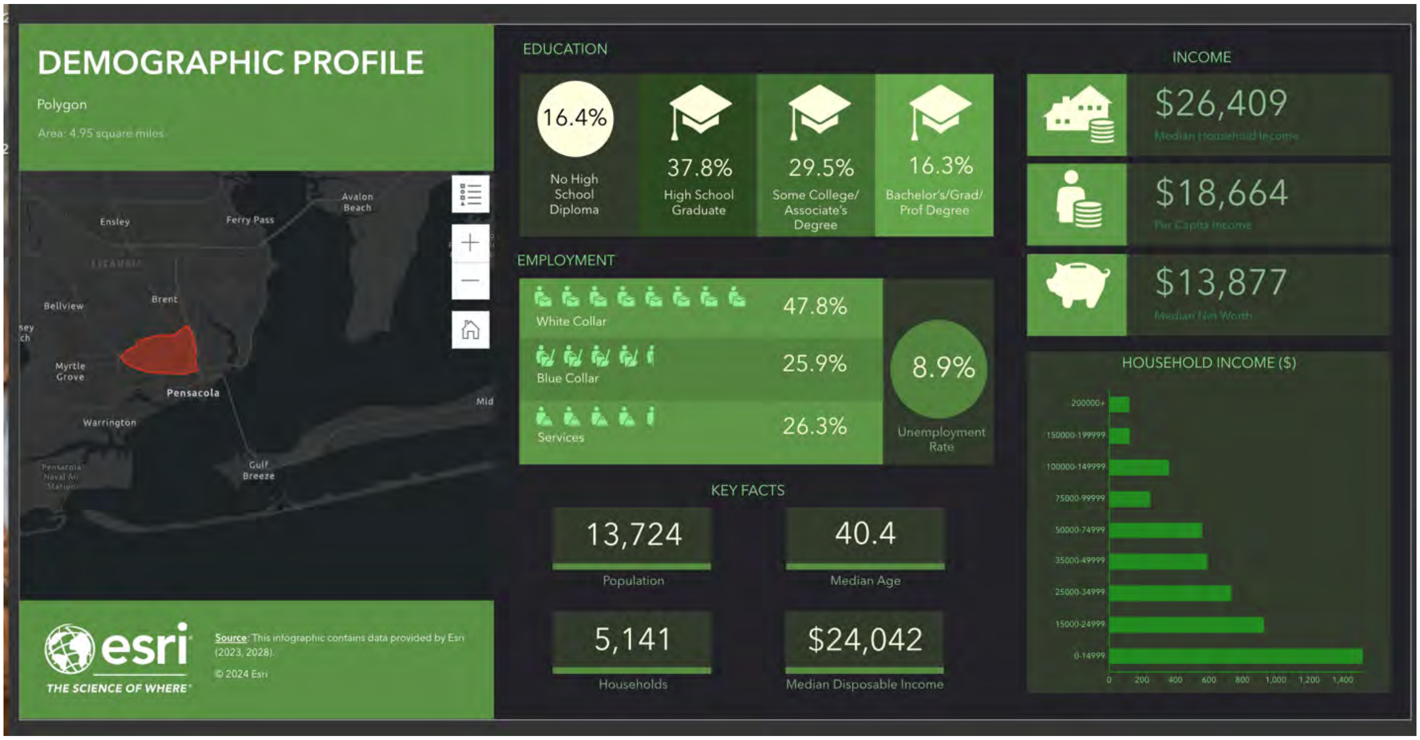
The permanent population cited for the neighborhood in the 2020 census was 13,538 persons, however, the neighborhood is often frequented by tourists, consumers, and businesspeople. Also, a significant population of homeless people are frequently seen in this area.

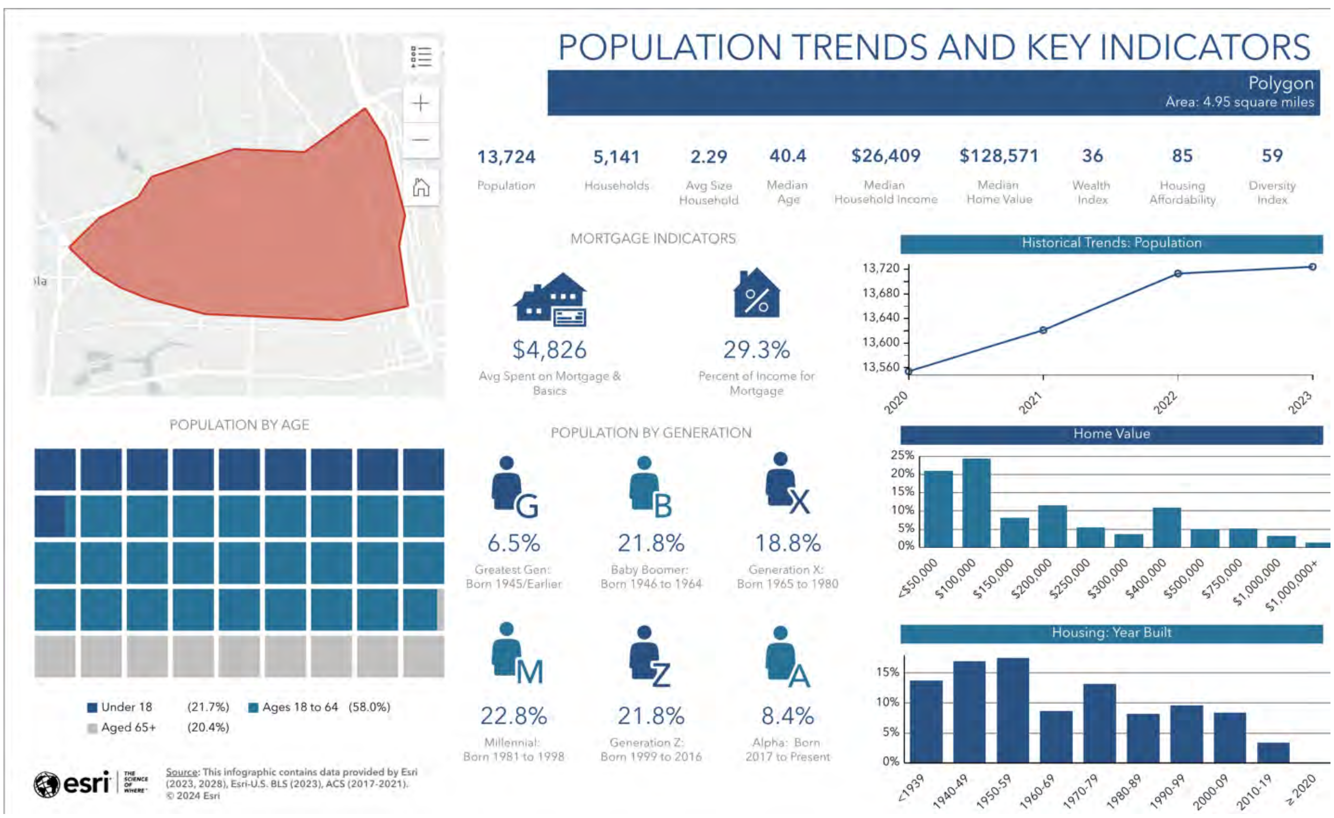
The population of Florida has been growing rapidly in recent years, and this growth trend is expected to continue. The median household income is $26,409. The predominant range of home values is from $50,000 to $150,000. About 16% of neighborhood occupants hold bachelor's degree or higher, although another 29.5% report some amounts of college education. About 16.4% are without a high school diploma. The median age of neighborhood residents is 40.4 years. Neighborhood statistics reveal a relatively impoverished area with sporadic pockets of improved and renovated districts that exhibit transition. The following graphics provide more information about the defined neighborhood area that contains the subject property.




Economic Development Profile
Polygon
Area: 4.95 square miles
Labor Force by Industry
Mining 0.0%
Management 0.1%
Utilities 0.2%
Agriculture 0.5%
Wholesale Trade 0.6%
Information 0.6%
Arts/Entertainment 1.0%
Real Estate 1.2%
Public Admin 2.6%
Manufacturing 3.0%
Other Services 3.6%
Finance/Insurance 4.1%
Transportation 4.6%
Prof/Tech 4.8%
Educational Services 6.4%
Admin/Waste 7.5%
Construction 7.9%
Retail Trade 14.4%
Accom/Food 15.4%
Health Care 21.6%
Industry
0% 2% 4% 6% 8% 10% 12% 14% 16% 18% 20% 22% 24%
Percent in Labor Force
26.3% Services
25.9% Blue Collar
47.8% White Collar
Employment
Workforce Overview
Businesses
802 Total Businesses
18,598 Total Employees
Commute Time: Minutes
90+ 2.3%
60-89 2.7%
45-59 3.0%
40-44 1.7%
35-39 0.3%
30-34 10.6%
25-29 7.2%
20-24 16.5%
15-19 18.9%
10-14 18.9%
5-9 15.2%
< 5 2.6%
Commute Time
0% 4% 8% 12% 16% 20% 24%
Percent of Commuters
Transportation to Work
5.6% Took Public Transportation
19.2% Carpooled
2.4% Walked to Work
3.6% Bike to Work
60% Drove Alone to Work
Source: This infographic contains data provided by Esri (2023), Esri-Data Axle (2023), ACS (2017-2021), Esri-U.S. BLS (2023), AGS (2023).


Employment Overview
Polygon
Area: 4.95 square miles
INCOME
$18,664 Per Capita Income
$26,409 Median Household Income
$13,877 Median Net Worth
BUSINESS
802 Total Businesses
18,598 Total Employees
COMMUTERS
Explore for more
59.9% Drive Alone to Work
EDUCATION
NO
16.4% No High School Diploma
HS
30.2% High School Diploma
29.5% Some College/Associate's Degree
16.3% Bachelor's/Grad/Prof Degree
KEY FACTS
13,724 Population
40.4 Median Age
5,141 Households
$24,042 Median Disposable Income
EMPLOYMENT
47.8% White Collar
25.9% Blue Collar
26.3% Services
JOBLESS
8.9% Unemployment Rate
esri
THE SCIENCE OF WHERE
Source: This infographic contains data provided by Esri (2023, 2028), Esri-Data Axle (2023), Esri-MRI-Simmons (2023), ACS (2017-2021).
© 2024 Esri


DEMOGRAPHIC PROFILE
Polygon
Area: 4.95 square miles
Ensley
Ferry Pass
Avalon Beach
Bellview
Brent
Myrtle Grove
Pensacola
Warrington
Gulf Breeze
EDUCATION
16.4%
No High School Diploma
37.8%
High School Graduate
29.5%
Some College/ Associate's Degree
16.3%
Bachelor's/Grad/ Prof Degree
INCOME
$26,409
Median Household Income
$18,664
Per Capita Income
$13,877
Median Net Worth
EMPLOYMENT
47.8%
White Collar
25.9%
Blue Collar
26.3%
Services
8.9%
Unemployment Rate
HOUSEHOLD INCOME ($)
200000+
150000-199999
100000-149999
75000-99999
50000-74999
35000-49999
25000-34999
15000-24999
0-14999
0
200
400
600
800
1,000
1,200
1,400
KEY FACTS
13,724
Population
40.4
Median Age
5,141
Households
$24,042
Median Disposable Income
esri
THE SCIENCE OF WHERE
Source: This infographic contains data provided by Esri (2023, 2028).
© 2024 Esri


POPULATION TRENDS AND KEY INDICATORS
Polygon
Area: 4.95 square miles
13,724
Population
5,141
Households
2.29
Avg Size Household
40.4
Median Age
$26,409
Median Household Income
$128,571
Median Home Value
36
Wealth Index
85
Housing Affordability
59
Diversity Index
MORTGAGE INDICATORS
$4,826
Avg Spent on Mortgage & Basics
29.3%
Percent of Income for Mortgage
Historical Trends: Population
13,720
13,680
13,640
13,600
13,560
2020
2021
2022
2023
POPULATION BY AGE
Under 18 (21.7%)
Ages 18 to 64 (58.0%)
Aged 65+ (20.4%)
POPULATION BY GENERATION
6.5%
Greatest Gen: Born 1945/Earlier
21.8%
Baby Boomer: Born 1946 to 1964
18.8%
Generation X: Born 1965 to 1980
22.8%
Millennial: Born 1981 to 1998
21.8%
Generation Z: Born 1999 to 2016
8.4%
Alpha: Born 2017 to Present
Home Value
25%
20%
15%
10%
5%
0%
<$50,000
$100,000
$150,000
$200,000
$250,000
$300,000
$400,000
$500,000
$750,000
$1,000,000
$1,000,000+
Housing: Year Built
15%
10%
5%
0%
<1939
1940-49
1950-59
1960-69
1970-79
1980-89
1990-99
2000-09
2010-19
≥2020
esri
Source: This infographic contains data provided by Esri (2023, 2028), Esri-U.S. BLS (2023), ACS (2017-2021).
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Key Facts

Polygon
Area: 4.95 square miles

KEY FACTS

13,724
Population

40.4
Median Age

2.3
Average Household Size

$26,409
Median Household Income

EDUCATION

16.4%
No High School Diploma

37.8%
High School Graduate

29.5%
Some College/ Associate's Degree

16.3%
Bachelor's/Grad/ Prof Degree

BUSINESS

802
Total Businesses

18,598
Total Employees

EMPLOYMENT

47.8%
White Collar

25.9%
Blue Collar

26.3%
Services

8.9%
Unemployment Rate

INCOME

$26,409
Median Household Income

$18,664
Per Capita Income

$13,877
Median Net Worth

2023 Households by income (Esri)

The largest group: <$15,000 (29.4%)

The smallest group: $200,000+ (2.3%)

Indicator ▲	Value	Diff
<$15,000	29.4%	+17.7%
$15,000 - $24,999	17.9%	+8.8%
$25,000 - $34,999	14.1%	+3.8%
$35,000 - $49,999	11.4%	-1.1%
$50,000 - $74,999	10.8%	-8.0%
$75,000 - $99,999	4.8%	-7.2%
$100,000 - $149,999	6.9%	-8.1%
$150,000 - $199,999	2.4%	-2.9%
$200,000+	2.3%	-3.0%

Bars show deviation from Escambia County

Source: This infographic contains data provided by Esri (2023, 2028), Esri-Data Axle (2023). © 2024 Esri

DEMOGRAPHIC SUMMARY

Polygon

Area: 4.95 square miles

KEY FACTS

13,724
Population

40.4
Median Age

5,141
Households

$24,042
Median Disposable Income

EDUCATION

16.4%
No High School Diploma

37.8%
High School Graduate

29.5%
Some College/ Associate's Degree

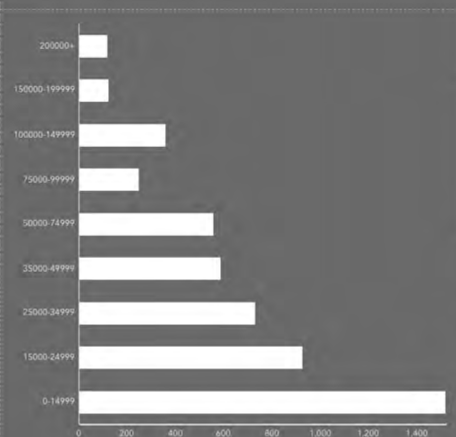
16.3%
Bachelor's/Grad/ Prof Degree

INCOME

$26,409
Median Household Income

$18,664
Per Capita Income

$13,877
Median Net Worth



esri

EMPLOYMENT

53.8%
White Collar

25.9%
Blue Collar

26.3%
Services

8.9%
Unemployment Rate

Source: This infographic contains data provided by Esri (2023, 2028). © 2024 Esri

The neighborhood has experienced predominantly persistent population increases since 2020. Although the neighborhood is already extremely urban, the trend in population growth is expected to continue, as all of Florida has become subject to increasing population due to a sustained national trend of people migrating southward. However, the major impetus for the neighborhood is commercial development. The population increases in the neighborhood pertain to people desirous for an affordable urban location that is proximate to business activities; however, impoverishment still dominates significant sections of the area. There are relatively expansive areas of very economical housing that are occupied primarily because of affordability.

The neighborhood sits atop the Pensacola Business district and seems to exhibit the beginning phases of transition, as some infill projects occur. The recent relocation of much of Baptist hospital to new facilities to the north will bear some consequences for the inner segment of the neighborhood, but the extensive commercialization, especially along the boundaries, is well established and benefits from high traffic levels to and from other segments of the broader Pensacola market.

We anticipate revitalization of this area as older dwellings have reached the end of their economic lives and are demolished or rehabilitated. The subject neighborhood should remain stable to appreciative because of its central location within the greater Pensacola area and its ease of access to major transportation corridors. While real estate values have experienced some appreciation in the neighborhood, the fact that the area is largely built out tends to slow transitionary forces that would otherwise accelerate if more vacant land was available. The process of removing older, deteriorated housing and replacing with infill projects is notoriously slow. However, rising technologies and mobile populations continue to stimulate expanding real estate development within diverse geographies. Our expectations for the neighborhood include stable population growth and a slow but progressive trend toward gentrification,

SITE DATA

A diagram has been presented previously displaying the subject site's configuration and dimensions. The subject site is generally level and adequately elevated in relation to the adjacent roadway grades. The county tax records identify the size of the subject site at 0.6409 acres. Relevant mapping reveals the soils at this location to consist of Lakeland sand, which is indicative of uplands and generally supportive of typical urban improvements. The site slopes markedly from west to east and there is a large lake just beyond the eastern boundary. Flood maps reveal the property is not within an area of high flood probability however we observed warning signs along this portion of Lakeview Avenue about rising water. We would expect that new development on this site would involve elevation of the eastern end of the site to bring it into closer conformance with the frontage, which is much higher ground, or perhaps involve a bi-level structure. The site has good commercial exposure, primarily as a result of its frontage along heavily travelled Palafox Street and its corner location with Lakeview Avenue. However, it should be noted that, at this location, Lakeview Avenue reaches a dead-end near the eastern boundary of the subject property.

IMPROVEMENT DATA

The subject structure is nearly 64 years old, uninhabited, and highly deteriorated. Per tax rolls, the structure contains 5,127 SF; however, the structure has reached the end of its economic life. Our inspection of the premises revealed dripping water falling into the interior from the ceiling and along certain walls. We observed puddled water on the floors and wetness appears to have remained present for an extensive time. We observed a sagging ceiling in many places in the interior. The roof is a flat, built-up, membrane that has obviously decayed substantially and is in risk of collapse. We observed mold and mildew throughout and what appears to be significant black mold along one wall. The owner's representative that accompanied us on the inspection could not account for whether or not asbestos insulation remained in any part of the structure. The interior was rank with the smell of rotting wood, soggy floor coverings, wet debris, algae, and smelly moisture as is commonly associated with mold and mildew. The interior was full of abandoned debris that has soaked in and retained moisture for long periods of time. The structure currently serves only to harbor rats, vagrants, and the sort of organic growths that infiltrate structures long abandoned. The only salvable components the appraiser could suggest would be perhaps the foundation and exterior walls, however, concrete block construction is currently atypical, and the greater likelihood is that the structure would be fully demolished to make way for new and modern development that is more conducive to current design standards.

HIGHEST AND BEST USE

The highest and best use is defined as: "The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value."[2] In estimating the highest and best use of the subject property, the following four criteria were taken into consideration:

1) The uses legally permissible at the site
2) The uses physically possible on that site
3) Financially feasible uses of the site
4) The maximally productive use of the property

[2] *The Appraisal of Real Estate*, *Fourteenth Edition* (Chicago, IL: Appraisal Institute, 2013), page 333.

HIGHEST AND BEST USE OF THE LAND AS THOUGH VACANT

Legally Permissible Uses – Use of the subject property is governed by the C-3 zoning ordinance promulgated by the City of Pensacola. This land use classification is not highly restrictive and is primarily designed to allow for a wide variety of commercial development.

Physically Possible Uses – As vacant, the subject site is of ample size and benefits from exposed roadway frontages. A wide variety of uses are physically possible upon the site if it were vacant. We do observe a significant slope from west to east that would likely be elevated or incorporated into a bi-level structure in the situation of redevelopment.

Financially Feasible Uses - If the site were vacant, it could physically accommodate medically related improvements as presently exist along this route, as well as a variety of other commercial uses such as a veterinarian clinic, service businesses, professional offices, or secondary retail establishments.

Most Productive Uses – Because of its extensive frontages, potential for high development density, and proximity to the central business district, the most productive use of the site, if it were vacant, would be for professional office space.

HIGHEST AND BEST USE OF THE PROPERTY AS IMPROVED

Legally Permissible Uses –As previously revealed, the land use code is not highly restrictive.

Physically Possible Uses – The existing structure is highly dilapidated and relatively hazardous. The roof is leaking badly and likely on the verge of collapse. Apparently unhealthy growths of organic substances have occurred throughout the structure and among the extensive debris scattered throughout the building. The structure has obviously been abandoned for a substantial period of time and extensive water damage is apparent throughout. In the opinion of the appraiser, the costs to rehabilitate the structure exceed any salvage value. It would not make sense to incorporate 64-year-old structural components into a predominantly new building, particularly when they are environmentally compromised.

Financially Feasible Uses – It is not financially feasible to rehabilitate the existing structure, which should be demolished to make way for new development.

Most Productive Uses – The most productive use of the property is for land. The existing improvements should be removed, and the site razed clean to allow for new development.

APPROACHES TO VALUE

For this appraisal analysis we shall utilize the Direct Sales Comparison Approach. The Cost Approach is not used because this is essentially a valuation of land. The cost approach will be employed only to estimate demolition expenditures which would be factored into the purchase price by most market participants. The Income Capitalization Approach is not used because land parcels of this nature are not commonly leased in this market area.

SALES COMPARISON APPROACH

The Sales Comparison Approach relies upon the principle of substitution, which asserts that no person is justified in paying more for a property then the price of purchasing a similar property of equal utility on the open market. The Sales Comparison Approach is much like the approach taken by buyers who consider several offerings of properties before deciding to purchase a particular property.

The appraiser has gathered sales data for comparison with the subject property. Data sheets relative to the comparable sales are included in the addenda. The general locations of the comparable sales in relation to the subject property are also illustrated on a map that is included in the addenda.

LAND VALUATION

The direct sales comparison approach will employ the comparables available that are sufficiently similar to the subject property to facilitate a credible analysis. On the following page is a land sales comparison grid that summarizes characteristics of the subject land, the comparable sales, and adjustments made by the appraiser to arrive at a value for the land. The land sales deemed the most comparable are described on the respective sale data sheets in the addenda of this report.

LAND SALES COMPARISON GRID - PRICE/SF									
ITEM	SUBJECT	LAND SALE 1		LAND SALE 2		LAND SALE 3		LAND SALE 4	
Location	1818 N. Palafox	1801 N. Palafox		Garden & "K"		3004 N 9th Ave		SUBJECT	
	Pensacola, FL	Pensacola		Pensacola		Pensacola		Pensacola	
Sales Price	N/A	$225,000		$550,000		$220,000		$250,000	
Acres	0.641	0.4671		0.95		0.37		0.64	
Price/AC	N/A	$481,696		$580,843		$597,015		$390,076	
Price/SF	$11.76	$11.06		$13.33		$13.71		$8.95	
Property Rights	Fee Simple	Similar		Similar		Similar		Similar	
Adj Price/SF	N/A	$11.06		$13.33		$13.71		$8.95	
Financing	Cash or Equiv	Similar		Similar		Similar		Similar	
Adj Price/SF	N/A	$11.06		$13.33		$13.71		$8.95	
Conditions of Sale	Arm's Length	Similar		Similar		Similar		Similar	
Adj Price/SF	N/A	$11.06		$13.33		$13.71		$8.95	
Buyer Expenditures	None	None		None		Demo	+	Demo	+
Time/Mkt Condition	Feb-24	Apr-22	+	Jun-23		May-23		Feb-22	+
Location	Average	Similar		Similar		Better	-	Similar	
Corner	Corner	Corner		Corner		Corner		Corner	
Site Area (Acres)	0.641	0.4671		0.9469		0.37		0.64	
Zoning	C-3	C-2	+	C-1	+	C-1	+	C-3	
Shape/Utility	Average	Similar		Similar		Similar		Similar	
Improvements	Land Only Value	Similar		Similar		Similar		Vacant	
Utilities	All Proximate	Similar		Similar		Similar		Similar	
Topography	Uplands/Sloping	Level	-	Level	-	Level	-	Similar	
Net Phys Adj %			+						+ +

The comparables are very current, proximate, and similar to the subject property. Adjustments are applied for buyer expenditures, market conditions, location, zoning, and topography, which are explained as follows:

Unit of Comparison - A unit of comparison is a component into which price is divided to facilitate comparison. Typical units of comparison employed by appraisers are price per square foot, price per acre, price per front foot, price per square foot of building area, price per room, etc. In this appraisal, and in the preceding grid, we have used the unit of comparison of “price per SF”. We have chosen this unit of comparison because we believe this is the manner in which a typical buyer or seller would most likely frame an acquisition or disposition decision.

Adjustments - Adjustments are then applied to the calculated unit of comparison to account for observed differences between the subject property and the comparables. In making adjustments, the appraiser has assumed the subject property to be the market standard. When the amenities of a particular comparable sale exceed those of the subject, the sales price of the comparable sale has been reduced or adjusted downward. When the reverse is true and the comparable sale is inferior to the subject property, the sale price of the comparable sale is increased.

The reader should note that the appraiser is applying a qualitative adjustment process. The identification of relevant elements of comparison and the direction of the adjustments deployed are supported by hundreds of similar grids that the appraiser has prepared over the course of the last 30 years as a full-time appraiser; and which serve to repetitively isolate the same or similar elements of comparison within the same or similar submarkets. Thus, many comparison grids exist that effectively contain hundreds of correlations which support a relatively tight range for the price impacts upon price caused by the dissimilarities dealt with in our analysis of the parent property. Following is a brief explanation of the elements of comparison that are considered in the comparison grid.

Property Rights – The appraiser is developing an opinion of value for the fee simple interest in the subject land. The comps are equivalent in this regard. Hence, adjustment is not necessitated for this element of comparison.

Financing - The appraisal is made in terms of cash or terms generally equivalent thereto. All of the comparable sales represent either a "cash to seller" arrangement or financing at market terms. For this reason, no adjustment is necessary in this category of comparison.

Conditions of Sale - To the best of the appraiser's knowledge, the closed sales were found to be "arms-length" transactions without evidence of any undue influence or duress. For this reason, these comparables were sold under conditions of sale that are compatible with the market value definition and no adjustments were required.

Buyer Expenditures – This category pertains to extraordinary buyer expenditures such as for demolition, rezoning and/or environmental considerations. Two of the comps exhibited structures in need of renovation. Adjustments are applied to these two comparables to account for the total expenditure necessary to achieve vacant land.

Market Conditions – The more dated sales are adjusted to account for inflationary market conditions.

Location – One comp is adjusted because it is situated in a more popular area.

Corner Influence – The subject and comps are all corner locations.

Size – The selected unit of comparison (price/SF) is adequate in accounting for size variation in this data set.

Zoning – The subject and all of the comps are zoned commercially; however, three of the comps have slightly more restrictive zoning for which adjustment is applied.

Shape/Utility – The subject property and comps are generally equivalent in regard to this category of comparison.

Improvements – Two of the comps bear dilapidated building improvements slated for demolition. Positive adjustment has been applied under the category of "buyer expenditures" to account for the total price of achieving vacant land, the value of which is the goal of this analysis.

Utilities – The subject and comps all benefit from all necessary public utilities.

Topography – The subject has a relatively steep slope from west to east which will likely necessitate consideration in a redevelopment scheme. Those comps with more level topography are appropriately adjusted.

Reconciliation of Value for Land as though vacant –The comps define an unadjusted range of value for the subject of from $8.95/SF to $13.71/SF, which translates into a total dollar range of from $250,000 to $382,810. However, the adjustment process serves to further refine the value opinion. The reader will observe the adjustments are applied qualitatively, meaning the directional impact of the price influence is denoted. After application of the adjustments, we see that the implied value of the subject is greater than $11.06/SF and closer to the indications provided by comps 2 and 3, which indicate $13.33/SF and $13.71/SF, respectively. Giving these two comps the greatest consideration, we reconcile at $13.50/SF, or $377,000 (rounded) for the value of the land as though vacant. However, the reader is reminded that dilapidated improvements exist on the property and most buyers would factor in the anticipated cost of demolition when assessing a purchase price. For this reason, we must make a further deduction to account for demolition expenditures.

The Marshall Valuation cites demolition costs within a range of from $5.52/SF to $12.50/SF with variation based upon the type of building. Considering the features of the dilapidated subject structure, dump fees, permitting, hauling distance, etc. we reconcile at $10.00/SF. Applied to the 5,127 SF within the subject structure, this amounts to $51,270, which we round to $52,000. Deducting $52,000 in demolition costs from the raw land value of $377,000 renders a final value opinion of $325,000.

FINAL VALUE OPINION
THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS
$325,000

The above value may be allocated as follows:

Cleared Land Value	**$377,000**
Demolition Expenditures	**$ 52,000**
AS IS Final Value Opinion	**$325,000**

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2 of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. The appraiser is not responsible for unauthorized use of this report.

2. No responsibility is to be assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

3. The property is appraised free and clear of all liens and encumbrances unless otherwise stated in this report.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property descried and that there is no encroachment or trespass unless otherwise stated in this report.

ASSUMPTIONS AND LIMITING CONDITIONS – CONT'D.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are - structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this appraisal report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.

4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

8. I have made a personal inspection of the property that is the subject of this report.

9. No one provided significant professional assistance to the person(s) signing this certification other than as set forth and acknowledged in this report.

10. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, R. Shawn Brantley, MAI, has completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.

14. The undersigned state licensed real estate appraiser has met the requirements of the Board that allow this report to be regarded as a “certified appraisal”.

15. I have not previously appraised the subject property.

16. I certify, as the Appraiser, that I have completed all aspects of this valuation, including reconciling my opinion of value, free of influence from the client, client's representatives, borrower, any other party to the transaction, or anybody else on this planet.

17. I am competent to appraise this property.

18. This appraisal was developed and the appraisal report was prepared in conformity with the *Uniform Appraisal Standards for Federal Land Acquisitions*; the appraisal was developed and the appraisal report prepared in conformance with the Appraisal Standards Board’s *Uniform Standards of Professional Appraisal Practice* and complies with USPAP’s Jurisdictional Exception Rule when invoked by Section 1.2.7.2 of the Uniform Standards for Federal Land Acquisitions; and the appraiser has made a physical inspection of the property appraised and the property owner, or designated representative, was given the opportunity to accompany the appraiser on the property inspection.

MARKED VALUE AS OF FEB. 5, 2024:

LAND VALUE AS CLEARED	$377,000
ESTIMATED DEMOLITION COSTS	$ 52,000
FINAL VALUE OPINION	$325,000

R. Shawn Brantley, MAI

R. Shawn Brantley, MAI, CCIM
Fl: Cert. Gen RZ289

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-90 | Agenda Conference | 3/24/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - BLUE AIR TRAINING LLC CONSENT TO SUBLEASE TO SKYWARRIOR FLIGHT TRAINING LLC

RECOMMENDATION:

That City Council authorize the Mayor to execute written consent allowing Blue Air Training LLC to sublease portions of its Leased Premises to SkyWarrior Flight Training LLC. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer the written consent, 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 does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

Blue Air Training LLC leases approximately 28,840 square feet of land for offices, hangar, and automobile parking plus an additional 5,328 square feet of ramp for aircraft parking in order to provide specialized aviation service operations (SASO) at the Pensacola International Airport. Blue Air Training LLC purchased the improvements from ECKO Air, LLC and Council approved the assignment and assumption of the Lease and Operating agreement.

Blue Air Training LLC notified the Airport that it wished to sublease a portion of its office space to SkyWarrior Flight Training LLC in order to provide commercial aeronautical services/activities described as Flight Training.

As provided in Article XXXIII of the Lease Agreement with the City, Lessee may not sublease all or any portion of the Leased Premises or all or any portion of the improvements thereon, without first obtaining the written consent of the City. The Consent By Lessor document provides the required written consent without granting rights not contained in the original lease as amended. SkyWarrior Flight Training LLC operates under a separate Lease and Operating agreement with the City that provides the financial and operational framework to provide services at the Airport.

PRIOR ACTION:

August 18, 2004 – City entered into a Lease and Operating Agreement with ECKO Air LLC.

March 16, 2005 – City executed Amendment No. 1 to the Lease and Operating Agreement.

July 25, 2005 – City executed Amendment No. 2 to the Lease and Operating Agreement.

May 25, 2010 – City executed Amendment No. 3 to the Lease and Operating Agreement.

March 31, 2017 – City executed Amendment No. 4 to the Lease and Operating Agreement.

May 14, 2019 – ECKO Air, LLC assigned the Lease and Operating Agreement to Blue Air Training LLC.

September 3, 2020 - City executed Amendment No. 5 to the Lease and Operating Agreement.

FUNDING:

N/A

FINANCIAL IMPACT:

Blue Air Training LLC will continue monthly lease payments to the Airport for the duration of its original lease.

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. Written Consent to Blue Air Training LLC

PRESENTATION: No

CONSENT BY LESSOR

THE CITY OF PENSACOLA, as lessor in the lease agreement between the City of Pensacola and Blue Air Training LLC dated August 18, 2004, does hereby consent to the sublease agreement between Blue Air Training LLC and SkyWarrior Flight Training LLC dated January 1, 2024, a copy of which is attached hereto as Exhibit A.

This Consent is given to solely satisfy any consent requirement contained in the original lease as amended to date and shall in no way be construed as granting rights not contained in the original lease as amended, or enlarging, altering, modifying or amending any terms contained in the original lease as amended to date.

Executed this____________________day of _____________, 20____.

ATTEST:	**City of Pensacola, Florida, a Municipal Corporation**
By: __________________________ City Clerk, Ericka Burnett	By: __________________________ Mayor, D.C. Reeves
Approved as to Substance:	Legal in form and execution:
__________________________ Airport Director	__________________________ City Attorney

BLUE AIR TRAINING CORP

Las Vegas, NV Yuma, AZ Ft. Smith, AR Pensacola, FL

BLUE AIR TRAINING CORP HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter "Agreement, effective January 1, 2024, by and between BLUE AIR TRAINING CORP, hereinafter "Lessor," and SKYWARRIOR FLIGHT TRAINING LLC, hereinafter "Tenant."

1. TERM. The term of this Agreement will commence on and will continue indefinitely on a month-to-month basis. Either party may terminate this Agreement, for any reason upon providing thirty (30) days advance written notice.

2. PREMISES AND USE. Lessor agrees to lease to Tenant Office Space (4 offices on breakroom wall, 1 office across from bathroom and 1 office in lobby area, conference room, and lobby hereinafter "Premises," located at 4475 Jerry L Maygarden Rd, Pensacola Airport Hangar, hereinafter, "Hangar," in accordance with all of the terms and conditions provided herein.

3. RENT PAYABLE TO LESSOR. Tenant agrees to pay rent to Lessor in the amount of $3200.00, on or before the first day of each month, in advance. Lessor retains the right to readjust the rental fees not more than once annually during the term of this Agreement with thirty (30) days advance written notice. In the event that Tenant is delinquent in paying Lessor for a period of thirty (30) days or more, Lessor will be entitled to, and Tenant will pay to Lessor, interest at the rate of twelve percent (12%) per annum on all amounts unpaid.

4. ASSIGNMENT AND SUBLEASING. Tenant shall not assign the Premises, its rights or duties hereunder, in whole or in part. Any such attempt by Tenant to assign or otherwise transfer its interest in this Agreement, shall be considered a material breach of this Agreement and may be terminated, at the sole discretion of Lessor's Designated Representative, with thirty (30) days prior written notice.

5. TENANT OBLIGATIONS. Tenant agrees to:

A. Use the Premises for the purpose of student instruction and administrative work.

B. Keep the assigned Premises clean and shall remove rubbish, debris, waste material and anything unsightly or detrimental to health, or likely to create a fire hazard, or that is conducive to deterioration. Tenant will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored or brought upon or released on, under or about the Premises.

6. RULES AND REGULATIONS. Tenant hereby agrees to be bound by all General Aviation Airports Rules and Regulations, as well as adhere to the Airport Rules and Regulations and Operating Directives, as may be amended from time to time. Tenant agrees to be subject to any fines and/or administrative assessment or penalties resulting from violations of any General Aviation Airports Rules and Regulations and Operating Directives. Tenant will keep current municipal, state, or federal licenses or permits.

7. INDEMNITY. Tenant agrees to indemnify and hold Lessor forever harmless from and against all liability, loss, demand, judgments or other expense, including, but not limited to, defense costs, expenses, and reasonable attorney fees, imposed upon Lessor by reason of injuries or death of persons, including wrongful death, and damages to property caused during and because of Tenant's use or occupancy of the Hangar or the Premises or any actions or non-actions of Tenant, its officers, employees, agents, guests, or other representatives, including movement of aircraft or vehicles, provided, however, that such indemnity will not apply as to any negligent act or omission of Lessor, its employees, agents or representatives.

8. HANGAR MAINTENANCE, REPAIR, DEVELOPMENT AND EXPANSION. Lessor reserves the right to further develop or improve any area, building, or other improvement within the present or future boundaries as it sees fit in its sole judgment regardless of the desires or views of Tenant and without interference or hindrance by the Tenant. Further, Lessor retains the absolute right to maintain, repair, develop and expand any facility or area free from any and all liability to the Tenant for loss or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development or expansion.

9. FORCE MAJEURE. Neither Lessor nor Tenant will be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder if, while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of governmental authority, unusual weather conditions, floods, riots, rebellion or sabotage. However, the provisions of this Section will not apply to failure by Tenant to pay rents, fees or any other money payments required under other provisions, covenants or agreements contained in this Agreement.

10. NOTICES. Any notice or communication to be given under the terms of this Agreement (a "Notice") shall be in writing and shall be personally delivered or sent by facsimile, overnight delivery, or registered or certified mail, return receipt requested. Notices shall be addressed as follows:

If to Lessor:

Blue Air Training Corp
7582 Las Vegas Blvd South Suite # 104
Las Vegas, NV 89141
PHONE: (888) 258-3447

If to Tenant:

SkyWarrior Flight Training LLC
George Sigler
4211 Maygardent Road
Pensacola, FL 32504
PHONE: (850) 433-6115

or such other address as a party may from time to time designate by Notice hereunder.

11. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties regarding the matters described herein, and any representations or understandings not included herein shall have no effect. This Agreement may be modified only in writing and signed by each party.

12. Execution – Contract Signature Page

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the day and year first above written.

SkyWarrior Flight Training LLC:

Tenant Signature

GEORGE SIGLER

Printed Name

PRESIDENT

Title

1/5/24

Date

BLUE AIR TRAINING CORP:

Signature

Gabriel Frumusanu

Printed Name

CFO

Title

03 Jan 2024

Date

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-276 | Agenda Conference | 3/24/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 25-020 - 12th AVENUE AT FAIRFIELD DRIVE DRAINAGE IMPROVEMENTS PROJECT

RECOMMENDATION:

That City Council award Bid # 25-020, 12th Avenue at Fairfield Drive Drainage Improvements Project to Site & Utility, LLC of Pensacola, Florida, the lowest and most responsible bidder with a base bid of $246,580.00 plus a 10% contingency of $24,658.00 for a total of $271,238.00. 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 the City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities.

The intersection of 12th Avenue and Fairfield Drive has experienced issues with stormwater stacking in the road and creating hazardous driving conditions. This is due to the existing stormwater conveyance system being undersized for its contributing basin's flow. This project will serve to mitigate flooding by enlarging existing drainage structures, installing new drainage structures, and installing a new stormwater piping system to tie into the existing/downstream piping system.

PRIOR ACTION:

September 19, 2024 - City Council appropriated funds within the Stormwater Capital Projects Fund with the adoption of the FY 2024 Budget.

FUNDING:

Budget:	$299,594.70	Stormwater Vaults City-Wide
Actual:	$246,580.00	Base Bid
	$24,658.00	10% Contingency
	$7,397.40	Engineering Allocation
	$14,794.80	Inspections and Management by City Staff
	$6,164.50	Testing/Geotech
	$299,594.70	Total Needed to Award Project

FINANCIAL IMPACT:

Funding in the amount of $299,594.70 is available in the Stormwater Capital Projects Fund for this project. Upon final completion of this project, any remaining funds will be placed back in the Stormwater Vaults CIty-Wide account within the Stormwater Capital Projects Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

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

ATTACHMENTS:

1. Bid Tabulation
2. 12th & Fairfield Project Limits

PRESENTATION: No

TABULATION OF BIDS

BID NO: 25-020

TITLE: 12TH AVENUE AT FAIRFIELD DRAINAGE IMPROVEMENTS

Submittals Due: 02/13/25, 2:30 P.M. Department: Engineering	SITE & UTILITY, LLC Pensacola, FL	C. W. ROBERTS CONTRACTING, INC. Pensacola, FL	BEAR GENERAL CONTRACTORS, LLC Pensacola, FL
Base Bid	$246,580.00	$375,508.00	$619,950.00

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DRAFT

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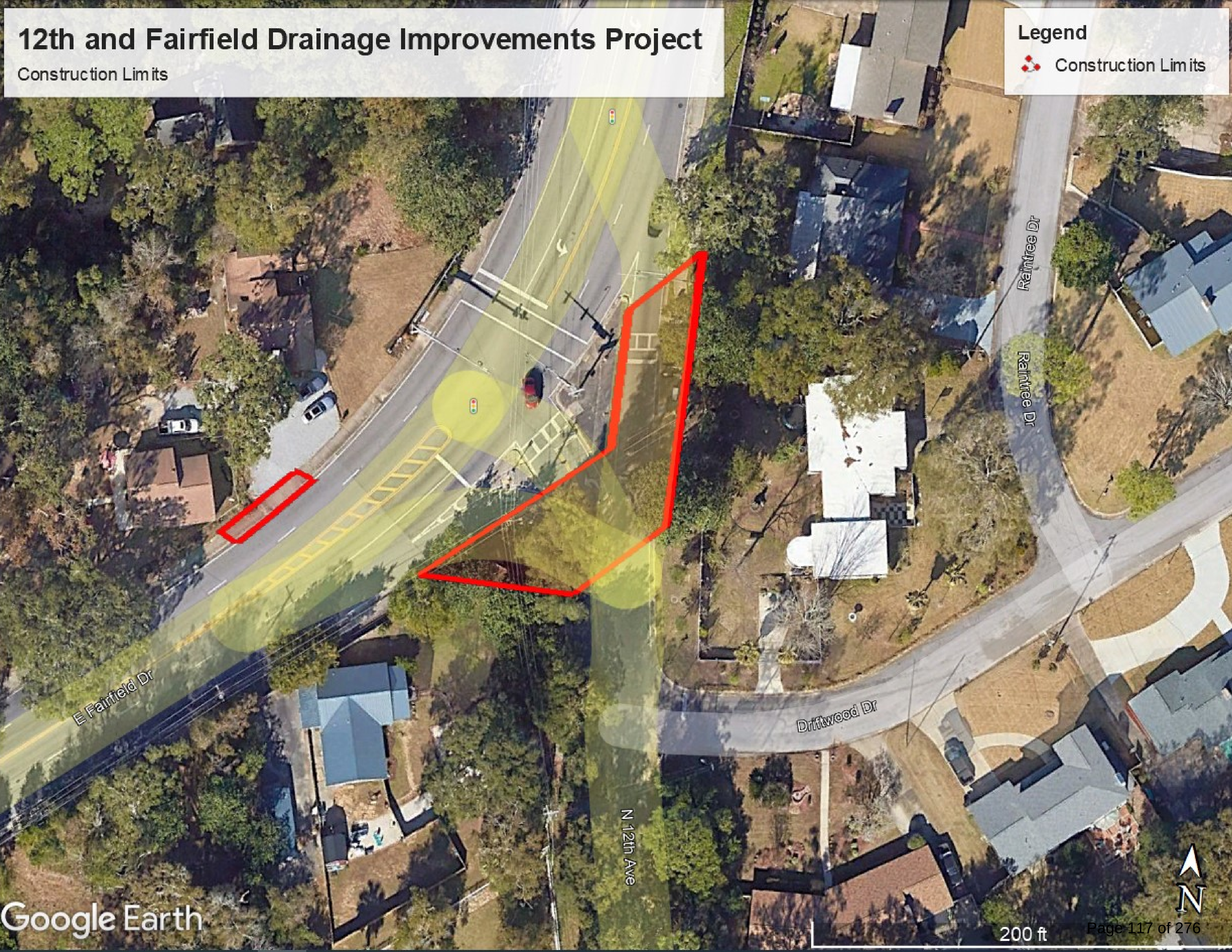
12th and Fairfield Drainage Improvements Project
Construction Limits
Legend
Construction Limits
Raintree Dr
Raintree Dr
E Fairfield Dr
Driftwood Dr
N 12th Ave
N
200 ft
Google Earth

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 25-336 | Agenda Conference | 3/24/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $500 to Jack and Jill of America 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.

Jack and Jill of America was founded in 1938 and has evolved into a strong national organization as a result of strong National and Chapter programming in the areas of cultural awareness, educational development, health, civic and social/recreational. The founder had a simple idea of bringing together children in social and cultural relationships. One of the hallmarks of Jack and Jill is the emphasis on youth development with their youth leadership programs. Whether it is through skill enhancement, financial literacy or volunteer opportunities, this organization has become a national model for creating effective programs. The Pensacola Chapter was installed as a Jack and Jill chapter in 1956. On April 12, 2025, the Pensacola Chapter of Jack and Jill of America will host The Florida Children's Cluster where four Florida Chapters (Tallahassee, Jacksonville, Greater Center FL and Pensacola) will attend a day of programming for children, moms and dads. It will be an immersive experience utilizing three Pensacola downtown buildings (Museum of Commerce, Voices of Pensacola and the Bowden buildings) as well The Pensacola Ferry that will include an excursion to Fort Pickens and a family scavenger hunt. It also includes an installation of a Little Library and bench at the E.S. Cobb Resource Center where attendees will bring children's books to fill the shelves. The Council is welcome to attend the dedication of the Little Library on March 30th (time being finalized). The chapter will also host a blood drive with a One Blood van setup during the event and the community is encouraged to give blood as well. Funding will be used towards this event.

PRIOR ACTION:

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

FUNDING:

Budget:	$	7,854	FY 2025 District 4 Discretionary Funds
Actual:	$	500	Jack and Jill of America

FINANCIAL IMPACT:

A balance of $7,854 is currently within the District 4 Discretionary Fund Account. Upon approval by City Council, a balance of $7,354 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

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 25-349 | Agenda Conference | 3/24/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Teniade Broughton, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

RECOMMENDATION:

That City Council approve funding of $1,000 to Jack and Jill of America and $1,000 to the Allen Community Development and Service Center from the City Council Discretionary Funds for District 5.

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.

Jack and Jill of America was founded in 1938 and has evolved into a strong national organization as a result of strong National and Chapter programming in the areas of cultural awareness, educational development, health, civic and social/recreational. The founder had a simple idea of bringing together children in social and cultural relationships. One of the hallmarks of Jack and Jill is the emphasis on youth development with their youth leadership programs. Whether it is through skill enhancement, financial literacy or volunteer opportunities, this organization has become a national model for creating effective programs. The Pensacola Chapter was installed as a Jack and Jill chapter in 1956. On April 12, 2025, the Pensacola Chapter of Jack and Jill of America will host The Florida Children's Cluster where four Florida Chapters (Tallahassee, Jacksonville, Greater Center FL and Pensacola) will attend a day of programming for children, moms and dads. It will be an immersive experience utilizing three Pensacola downtown buildings (Museum of Commerce, Voices of Pensacola and the Bowden buildings) as well The Pensacola Ferry that will include an excursion to Fort Pickens and a family scavenger hunt. It also includes an installation of a Little Library and bench at the E.S. Cobb Resource Center where attendees will bring children's books to fill the shelves. The Council is welcome to attend the dedication of the Little Library on March 30th (time being finalized). The chapter will also host a blood drive with a One Blood van setup during the event and the community is encouraged to give blood as well. Funding will be used towards this event.

The Allen Community Development and Services Center is an organization committed to advocating for our youth by providing support and education for children and their parents. They address the related issues of suicide, domestic violence, mental illness, substance abuse, homelessness and unemployment within our community. They develop partnerships and linkages with local community-based agencies, private developers and nationally recognized nonprofit organizations. Funding will be used towards the after-school program at Allen Chapel AME Church, a historic African Methodist Episcopal church located at 500 North Guillemard Street.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 8,607	District 5 Discretionary Funds Balance
Actual:	$ 1,000	Jack and Jill of America
	1,000	Allen Community Development and Service Center
	$ 2,000	

FINANCIAL IMPACT:

A balance of $8,607 is currently available within the District 5 Discretionary Fund Account. Upon approval by City Council, a balance of $6,607 will remain in the District 5 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 #: 25-335 | Agenda Conference | 3/24/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council Vice President

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $1,000 to Equity Project Alliance and $250 to Jack and Jill of America 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 Equity Project Alliance launched in 2022 as an initiative to confront systemic racism and promote transformative thinking, unity and equity in the Pensacola area. They understand that to be successful in bringing about transformative thinking, education and interaction have to take place. Over the years, they have made an effort to expose the Pensacola community to different people and ideas bringing in individuals to discuss their experiences as well as various performers at events. The Equity Project Alliance began hosting gatherings to expand community conversations and collaborations to discuss the various data collected. Their Data Walk and Dinner of Changes is one such gathering hosted by the Equity Project Alliance where conversations and collaboration can take place. Funding will be used towards the costs associated with the Data Walk and Dinner of Changes.

Jack and Jill of America was founded in 1938 and has evolved into a strong national organization as a result of strong National and Chapter programming in the areas of cultural awareness, educational development, health, civic and social/recreational. The founder had a simple idea of bringing together children in social and cultural relationships. One of the hallmarks of Jack and Jill is the emphasis on youth development with their youth leadership programs. Whether it is through skill enhancement, financial literacy or volunteer opportunities, this organization has become a national model for creating effective programs.

The Pensacola Chapter was installed as a Jack and Jill chapter in 1956. On April 12, 2025, the Pensacola Chapter of Jack and Jill of America will host The Florida Children's Cluster where four Florida Chapters (Tallahassee, Jacksonville, Greater Center FL and Pensacola) will attend a day of programming for children, moms and dads. It will be an immersive experience utilizing three Pensacola downtown buildings (Museum of Commerce, Voices of Pensacola and the Bowden buildings) as well The Pensacola Ferry that will include an excursion to Fort Pickens and a family scavenger hunt. It also includes an installation of a Little Library and bench at the E.S. Cobb Resource Center where attendees will bring children's books to fill the shelves. The Council is welcome to attend the dedication of the Little Library on March 30th (time being finalized). The chapter will also host a blood drive with a One Blood van setup during the event and the community is encouraged to give blood as well. Funding will be used towards this event.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 6,080	FY 2024 District 6 Discretionary Funds Balance
	10,700	FY 2025 District 6 Discretionary Funds Balance
	$ 16,750	
Actual:	$ 1,000	Equity Project Alliance
	250	Jack and Jill of America
	$ 1,250	

FINANCIAL IMPACT:

A balance of $6,050 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 $16,750. Upon approval by City Council, a balance of $15,500 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 #: 25-275 Agenda Conference 3/24/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

APPOINTMENTS - PARKS AND RECREATION BOARD

RECOMMENDATION:

That City Council appoint four (4) individuals to the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2028.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Parks and Recreation Board advises and makes recommendations to the City Council and advises the Mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks within the city. The board also provides input on master plan updates and improvements, and policy development for the use of recreational facilities.

The following have been nominated or are incumbents that would like to be considered for reappointment:

Nominee:	Nominated by:
Kristin L. Brown	Incumbent
Antonio Bruni	Incumbent
Adella Cushing	Moore
Shirley Lewis-Brown	Moore
Justine Roper	Incumbent

PRIOR ACTION:

City Council makes appointments to this board annually.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L.Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Application of Interest - Kristin L Brown
3. Resume - Kristin L Brown
4. Application of Interest - Antonio Bruni
5. Nomination Form - Adella Cushing
6. Application of Interest - Adella Cushing
7. Resume - Adella Cushing
8. Nomination Form - Dr. Shirley Lewis-Brown
9. Application of Interest - Shirley Lewis-Brown
10. Application of Interest - Justine Roper
11. Ballot

PRESENTATION: No

Parks and Recreation Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Blankenship, Michael	Youth Coach	Council	0	2024	3/31/2027	3/21/2024	3	
Boes, Bradley	Mortgages/Loans	Council	0	2024	3/31/2026	11/14/2024	3	
Borden, Renee	Realtor	Council	0	2024	3/31/2026	4/8/2021	3	
Brown, Kristin L.	Business Dev./Sales	Council	0	2024	3/31/2025	3/23/2023	3	
Bruni, Antonio	Attorney	Council	1	2024	3/31/2025	4/11/2019	3	
Lewis, Suzanne	Ret from National Park Sv	Council	0	2024	3/31/2027	3/21/2024	3	
Price, Kirwan B.		Council	0	2024	3/31/2027	3/21/2024	3	
Renfroe, John "Jake" W.	Retired Business Owner	Council	0	2024	3/31/2025	4/27/2023	3	
Roper, Justine Williams	Bus. Owner/PT/Wellness	Council	0	2024	3/31/2025	11/14/2024	3	

Term Length: THREE YEAR TERMS
- Ord 18-12 Increased the number of members to nine (9) to ensure equal representation
- Ord. 06-10 - Amended name of board, number of members, terms and appointing body .

COMPOSED OF NINE (9) MEMBERS APPOINTED BY CITY COUNCIL.

The Parks and Recreation Board shall advise and make recommendations to the city Council and shall advise the mayor’s office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks with in the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities

Ericka Burnett

From:	noreply@civicplus.com
Sent:	Thursday, February 20, 2025 2:54 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

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(Section Break)

Personal Information

Name	Kristin L. Brown
Home Address	708 West Gregory Street Pensacola, FL 32502
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	770-826-4351
Email Address	krande66@gmail.com

Upload Resume (optional)	KristinLBrownResume2025.docx
(Section Break)	
Details	
Are you a City resident?	Yes
If yes, which district?	7
If yes, how long have you been a City resident?	6+ Years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks and Recreation
Please list the reasons for your interest in this position:	I would like to continue my service with the Parks and Recreation Board.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Parks and Recreation
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
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	Female
Race	Caucasian
Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

KRISTIN L. BROWN — PROGRAM MANAGER/FINANCIAL SALES EXECUTIVE

Competitive Positioning ~ New Business Development ~ Sales Solutions ~ Account Management

Innovative, professional sales leader with over 20 years of experience designing and delivering sales solutions which grow revenue and market penetration while meeting client strategic business initiatives within highly competitive markets. Skilled in managing multi-dimensional projects and implementing products across a range of diverse industries, including agriculture, construction, healthcare, information technology, manufacturing, packaging, textiles and transportation. Experienced in successfully managing regional territories throughout the Southeastern United States. Collaborative communicator with extensive relationship development experience at the executive level.

Areas of Expertise include:

- ✓ New Business Development
- ✓ Territory Management
- ✓ Strategic Planning
- ✓ Six Sigma Green Belt
- ✓ Competitive Positioning
- ✓ Sales Training
- ✓ Project Management
- ✓ Financial Services
- ✓ Product Implementation
- ✓ Leadership
- ✓ Project Coordination
- ✓ Strong Communicator

EXPERIENCE & NOTABLE CONTRIBUTIONS

PHILIPS MEDICAL CAPITAL, LLC • Wayne, PA • August 2022 to Present

FINANCIAL SERVICES SALES MANAGER
Supporting a team of over 70 Philips Healthcare account managers and specialists in Alabama, Arkansas, the Florida Panhandle, Georgia, Mississippi, North and South Carolina, Oklahoma and Texas. Areas of focus include Philips Cardiac, Imaging and Monitoring modalities. Provide capital planning support for healthcare customers and interact with internal teams for equipment, service, and billing needs. Provide financial data, analysis, and team review for territory account executives and their top-tier customers. Currently delivering Net Promoter Scores of 90+% from the Philips Healthcare equipment teams.

AGFA US CORP., RADIOLOGY SOLUTIONS • Elmwood Park, NJ • January 2021 until May 2022

DIRECTOR, FINANCIAL SERVICES, RADIOLOGY SOLUTIONS
Duties included supporting the Radiology Solutions sales team and dealer network with financial solutions for their customers. Implemented a co-branded financial program with a third-party provider. Interfaced with Agfa Finance Corporation on new and existing financial contracts. Worked closely with Marketing to design and implement financing promotions and provide sales training to the team for new product introductions.

FIRST FINANCIAL CORPORATE SERVICES, INC. • Placentia, CA • August 2018 to December 2020

REGIONAL VICE PRESIDENT, HEALTHCARE EQUIPMENT FINANCING
Duties included supporting and maintaining existing customer base and developing new opportunities within those existing customers. Focused on expanding vendor relationships and developing new vendor business opportunities. Customers included large hospital systems, imaging centers and larger physician practices. Vendors included imaging, IT, laboratory and pharmacy providers.

SIEMENS HEALTHINEERS • Malvern, PA • May 2017 to July 2018

WOMENS HEALTHCARE PRODUCT SPECIALIST
Supported a team of 10 Account Executives as a Women's Healthcare product specialist handling the Mammography modality. Supported Account Executive channel and responsible for direct sales in the Imaging Center and Physician Markets with a focus on Breast Centers of Excellence. Territory included Alabama, Florida and Georgia. Position also included support of strategic initiatives including presentations to large IDN customers and organizing participation in regional conferences.

708 West Gregory Street ✦ Pensacola, FL ✦ 770.826.4351 ✦ Kristinlbrown2015@gmail.com

EXPERIENCE & NOTABLE CONTRIBUTIONS, CONTINUED

NGAGE-US, LLC • Greensboro, NC • February 2016 – April 2017

WOMENS HEALTHCARE EXECUTIVE
Supported a team of 10 Account Executives for both Siemens Healthineers and NGAGE-US, LLC as a Women's Healthcare product specialist handling the Mammography and Ultrasound modalities. Supported the Account Executive channel and was also responsible for direct sales in the Imaging Center and Physician Markets with a focus on Breast Centers of Excellence. Territory included Georgia and Alabama and required integration with Region/Zone Siemens Healthineers leadership teams as well as the NGAGE-US, LLC management team.

PHILIPS MEDICAL CAPITAL, LLC • Wayne, PA • 2004 - 2014

FINANCIAL SERVICES SALES MANAGER
Supported a team of over 70 Philips Healthcare account managers and specialists in Alabama, Arkansas, the Florida Panhandle, Georgia, Mississippi, North and South Carolina, and Tennessee. Utilized knowledge of the healthcare market and products to build and support customer relationships with third party equipment vendors, including Siemens Healthcare and Hologic, Inc., ensuring primary focus on financing opportunities for the company. Provided capital planning support for healthcare customers and interacted with internal teams for equipment, service, and billing needs. Provided financial data, analysis, and team review for territory account executives and their top tier customers. Consistently captured 25% + of cash sales for leasing conversion.

PRIOR RELEVANT EXPERIENCE

GE HEALTHCARE FINANCIAL SERVICES, INC.
COPELCO CAPITAL
NATIONWIDE CAPITAL CORPORATION
CIRCLE BUSINESS CREDIT, INC.

.

EDUCATION

Associate of Arts, English
GEORGIA PERIMETER COLLEGE | Atlanta, GA

Training Courses:
GE Six Sigma Green Belt Certification, GE Socratic Selling, Moody's Fundamentals of Credit Analysis HFMA Fundamentals of Healthcare, Sandler Sales Training, Business Acumen Training, Dan Adams Trust Triangle Selling

Community Involvement:
Member – CivicCon, Pensacola Chapter, 2019 until Present
Member – Sunday's Child, 2021 until Present
District 7 Parks and Recreation Board Member, March 2023 until Present

708 West Gregory Street ✦ Pensacola, FL ✦ 770.826.4351 ✦ Kristinlbrown2015@gmail.com

Ericka Burnett

From:	noreply@civicplus.com
Sent:	Monday, March 10, 2025 4:12 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 ⚠

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(Section Break)

Personal Information

Name	Antonio Bruni
Home Address	5725 Adelyn Rd.
Business Address	501 Brent Lane
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8507236163
Email Address	antonio_bruni@hotmail.com

Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	1
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks & Rec
Please list the reasons for your interest in this position:	I would like to complete my term as chairperson and see the election of a new chair, then assist in that transition. I love Pensacola and our parks and want to do what I can to make them as accessible and beautiful as possible.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Parks & Rec
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
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	Hispanic-American
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Adella Cushing
(Nominee)

3651 McClellan Rd
(Home Address)

(850)375-0775
(Phone)

(Business Address)

(Phone)

Adellavdw@gmail.com
(Email Address)

City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
PARKS & RECREATION BOARD
(Three-year term expiring 3/31/2028)

Provide a brief description of nominee's qualifications:

As a mother of grade-school children, Adella is an active user of our parks. That perspective would be especially valuable currently on the Board.

Jared Moore
City Council Member or Mayor

I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From:	noreply@civicplus.com
Sent:	Saturday, March 1, 2025 6:38 PM
To:	Ericka Burnett; Robyn Tice
Subject:	[EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Adella Cushing
Home Address	3651 McClellan Rd, Pensacola, FL 32503
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850 375 0775
Email Address	adellavdw@gmail.com

Upload Resume (optional)	Adella Cushing.pdf

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	1
If yes, how long have you been a City resident?	13 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks and Rec Board
Please list the reasons for your interest in this position:	I love parks so much. I would like to help out with them.
Do you currently serve on a board?	No
If yes, which board(s)?	*Field not completed.*
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
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	Female
Race	Caucasian
Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Adella Cushing

(850) 375-0775 adellavdw@gmail.com

EXPERIENCE

SUBSTITUTE TEACHER • ESCAMBIA COUNTY SCHOOLS • 2023 - PRESENT

I am currently serving as a long-term substitute in sixth grade science at Ferry Pass Middle School through the end of May, 2025.

YOGA TEACHER • URU YOGA, REGYMEN • 2013 - 2024

I taught a variety of yoga classes, including chair yoga for seniors, hot power yoga, family yoga, prenatal yoga, and more. I adapt each class to meet the individual needs of my students, offering modifications and alternatives to ensure everyone feels comfortable and engaged. My focus is on creating a supportive, inclusive atmosphere where students can explore movement, mindfulness, and personal growth at their own pace.

MARKET DEVELOPMENT • RAPID DEPLOYMENT SALES • 2017-2024

I researched new markets and identified potential opportunities within the higher education and science publishing sectors. I developed strong relationships with key organizations, including the American Chemical Association and the American Psychological Association, to support their educational initiatives. My focus was on understanding their needs and creating tailored solutions that enhanced learning experiences and academic resources.

PHARMACEUTICAL RESEARCH ANALYST • VAN DER WALDE AND CO • 2011-2013

As a Health Policy Finance Researcher, I provided in-depth analysis for investment firms evaluating the financial risks of pharmaceutical and healthcare acquisitions, with a focus on relevant health policies and legislation. I translated complex scientific and policy documents into clear, accessible terms for decision-makers without a science or policy background, ensuring they could make informed, strategic decisions. My ability to communicate complex policy issues and financial implications helped bridge the gap between science, legislation, and finance.

CHEMISTRY TEACHER • RECOVERY SCHOOL DISTRICT • 2008-2011

As a Chemistry Teacher, I developed and implemented engaging, hands-on lessons across a variety of subjects, including Environmental Science, Biology, Algebra I and II, Physical Science, and Physics. I taught in post-Katrina New Orleans, in a school facing significant academic and behavioral challenges. Students had missed one or two full years of school. My approach to science helped students connect classroom content to everyday life, fostering curiosity and improving critical thinking skills as well as enforcing math and writing skills.

In addition to my teaching role, I served as the Science Department Head, and I also played an active role in the hiring process, recruiting and selecting qualified educators who aligned with my school's mission and goals.

BIOCHEMIST • EDGE ANALYTICAL • 2006-2008

I specialized in DNA manipulation within molecular biology to develop an allosteric hemoglobin for use in an oxygen delivery system. Specifically, I worked on circularly permuting sperm whale myoglobin for synthetic blood. It sounds complicated, but I'd be happy to break it down for you.

EDUCATION

BACHELOR OF SCIENCE • 2006 • WESTERN WASHINGTON UNIVERSITY

Biochemistry

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Dr Shirley Lewis-Brown
(Nominee)

1141 Northbrook Dr
(Home Address)

(850)497-2730
(Phone)

(Business Address)

(Phone)

Sdeanlb@gmail.com
(Email Address)

City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
PARKS & RECREATION BOARD
(Three-year term expiring 3/31/2028)

Provide a brief description of nominee's qualifications:

Dr Lewis-Brown has a varied background w/ highlights being healthcare and education. That emphasis would be useful for P&R Board.

Jared Moore
City Council Member or Mayor

I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.

Ericka L. Burnett
Ericka L. Burnett, City Clerk

From:	noreply@civicplus.com
Sent:	Friday, March 7, 2025 6:11 PM
To:	Ericka Burnett; Robyn Tice
Subject:	[EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Shirley Lewis-Brown
Home Address	1141Northbrook Dr Pensacola FL 32504
Business Address	None
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-497-2730
Email Address	sdeanlb@gmail.com

Upload Resume (optional)	*Field not completed.*
(Section Break)	
Details	
Are you a City resident?	Yes
If yes, which district?	2
If yes, how long have you been a City resident?	*Field not completed.*
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks and Rec Zoning
Please list the reasons for your interest in this position:	I want to be active in the activities of the City and help make a positive difference.
Do you currently serve on a board?	No
If yes, which board(s)?	*Field not completed.*
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
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	Female
Race	African-American
Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, March 4, 2025 6:51 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information	
Name	Justine Roper
Home Address	1911 W St Catherine
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	*Field not completed.*
Preferred Contact Phone Number(s)	8504502081
Email Address	drjustine@inherphysique.com

Upload Resume (optional)	*Field not completed.*
(Section Break)	
Details	
Are you a City resident?	No
If yes, which district?	*Field not completed.*
If yes, how long have you been a City resident?	*Field not completed.*
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Parks & Recreation
Please list the reasons for your interest in this position:	am passionate about enhancing the quality of life for Pensacola residents through accessible and well-maintained parks, recreational programs, and community spaces. As a healthcare professional, entrepreneur, and advocate for wellness, I understand the direct impact that recreation and green spaces have on physical and mental well-being. My background as a physical therapist specializing in pelvic health, a corporate wellness consultant, and a certified run coach gives me a unique perspective on how parks and recreational facilities can be optimized for people of all ages and abilities. I am committed to fostering inclusivity in recreational programming, ensuring that our parks serve diverse communities and promote active, healthy lifestyles. During my previous term, I contributed to discussions on improving accessibility and programming. I am eager to continue this work, bringing fresh ideas and advocating for initiatives that encourage public engagement, wellness, and sustainability within Pensacola’s park system. My goal is to help shape policies that make our parks more dynamic, safe, and beneficial for all residents.
Do you currently serve on a board?	Yes

If yes, which board(s)?	Parks & Recreation
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
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	Female
Race	African-American
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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

Ballot – **Parks and Recreation Board**
March 24, 2025
Three-year term ending March 31, 2028

<u>Member</u>

_______ Kristin L. Brown

_______ Antonio Bruni

_______ Adella Cushing

_______ Shirley Lewis-Brown

_______ Justine Roper

_______ ____________________________

Vote for Four

Signed: ________________________________
Council Member

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 25-273 Agenda Conference 3/24/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF YEAR 3 AGREEMENT WITH ESCAMBIA CHILDREN'S TRUST FOR OUT-OF-SCHOOL TIME GRANT - AFTER SCHOOL PROGRAMMING AT CITY RESOURCE CENTERS

RECOMMENDATION:

That City Council approve the renewal of the agreement between Escambia Children's Trust and the City of Pensacola for funding of free after-school programming at City Resource Centers. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this 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 #3: Support for Youth Experiences.

The City of Pensacola Parks and Recreation Department (PPRD) desires to provide free after-school programming for K-5 students meeting federal income criteria at four existing program venues, including: E.S. Cobb Resource Center, Fricker Resource Center, Gull Point Resource Center, and Woodland Heights Resource Center. PPRD will obtain reimbursement under the grant only for expenses involved in delivering services to youths who qualify for free tuition. PPRD will provide after-school program opportunities for students, including STEM activities, performing arts, behavior and social support services, as well as outdoor recreation and conservation education.

Offering free access to these programs will increase the number of children enrolled in quality after-school programming and ensure equal access to enrichment programs that may not otherwise be available to many low-income families during out-of-school time. Additionally, this program will result in improved students' overall well-being, confidence, school attendance, and academic performance through a variety of evidence-based youth development practices used by the program.

TERM: The term shall be for a period commencing on March 1, 2025, and extending through May 31, 2026. This Agreement is effective as of March 1, 2025. There shall be no reimbursement for any expenses occurring outside the effective dates of this Agreement.

RENEWAL: The current term is for the third year of a maximum three-year period. This Agreement is not eligible for renewal.

ECT agrees to reimburse up to $655,288.00 (Six Hundred Fifty-Five Thousand, Two Hundred Eighty-Eight Dollars and Zero Cents) for services rendered pursuant to this Agreement, for actual costs incurred by the City for services rendered.

Renewal of the grant was voted upon by the Escmabia Children's Trust Board of Directors in February 2025. The city was awarded $655,288 for year 3, which has been extended through May 31, 2026.

PRIOR ACTION:

May 25, 2023, the City Council approved the acceptance of the Escambia Children's Trust Grant Agreement to offer free after-school programming for K-5 students meeting federal income criteria at four existing program venues, including: E.S. Cobb Resource Center, Fricker Resource Center, Gull Point Resource Center and Woodland Heights Resource Center. The initial term of the Agreement was for a period of one (1) year and eligible for an annual renewal for a maximum of three (3) years. This renewal is for the third year of a maximum three-year period.

April 25, 2024 - City Council approved Year 2 renewal agreement for PPRD After School.

FUNDING:

Budget: $655,288.00 Escambia Children's Trust Grant
Actual: $655,288.00

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate the Escambia Children's Trust Grant Funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

3/5/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Ben Heistein, Director of Parks and Recreation
Tonya Byrd, Assistant Director of Parks and Recreation

ATTACHMENTS:

1. City of Pensacola Year 3 Escambia Children's Trust Agreement

PRESENTATION: No

AGREEMENT BETWEEN
THE ESCAMBIA CHILDREN'S TRUST
AND
CITY OF PENSACOLA, FLORIDA

I. PURPOSE

The ESCAMBIA CHILDREN'S TRUST, hereinafter referred to as "ECT," and CITY OF PENSACOLA, FLORIDA hereinafter referred to as "Provider," enter into this mutual Agreement, hereinafter referred to as this "Agreement", including all attachments referred to herein for the provision of services on behalf of children in Escambia County. This Agreement is a cost-reimbursement agreement.

II. TERM

The term shall be for a period commencing on March 1, 2025, and extending through May 31, 2026. This Agreement is effective as of March 1, 2025. There shall be no reimbursement for any expenses occurring outside of the effective dates of this Agreement.

III. RENEWAL

The current term is for the third year of a maximum three-year period. This Agreement is not eligible for renewal.

IV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties with respect to the subject matter of this Agreement. No other agreements regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

V. PROVIDER AS INDEPENDENT CONTRACTOR

The Provider agrees that it shall be an independent contractor and that its officers, employees, or representatives shall not be considered employees of ECT. The Provider will be fully responsible for all social security payments, withholding taxes, workers' compensation insurance and liability insurance for the Provider, its officers, employees and representatives, and ECT shall have no responsibilities for such items.

VI. STAFF

Provider agrees to employ staff, at its own expense, to execute services provided in accordance with this Agreement. Such individuals shall not be considered employees of ECT, and are subject to the supervision, personnel practices, and policies of the Provider. Provider shall adopt and adhere to an anti-nepotism policy as further described herein. Unless otherwise approved by ECT, all Provider staff shall meet qualifications as stated in the approved position profile on file at ECT and any approved revisions. The position profiles shall be provided to ECT prior to the execution of this Agreement and are attached hereto as **Exhibit E.** ECT shall not reimburse overtime pay for any staff. For purposes of this Agreement, overtime pay shall be defined as any pay greater than forty (40) hours per week or pay at a higher rate than established in the approved position profiles.

VII. CONTINUING OBLIGATION TO KEEP ECT INFORMED

The parties agree that their relationship will be enhanced and the possibility of misunderstandings or disputes will be reduced if they communicate periodically. In particular, the Provider acknowledges the importance in keeping ECT informed relative to the services it is providing. The Provider will promptly notify ECT prior to any significant change(s) in the delivery of the services as set forth in its proposal. Significant changes that would require notification to ECT would include, but not be limited to, the commencement or conclusion of employment of key staff, such as the executive director or program coordinator. In addition, the Provider must notify and obtain ECT's approval prior to effectuating any material change(s) in the delivery of services set forth in its proposal. Material change(s) would include, but not be limited to, location of facilities where services are being provided, the number of staff assigned to a service delivery site, or any unanticipated budgetary impacts such as changes to staffing, supply costs, or changes that otherwise impact the cost of services. The Provider agrees to permit ECT and its staff to conduct site visits.

VIII. SHARING INFORMATION

The Provider agrees to share with ECT, and other agencies as specified by ECT, such information and data, which ECT determines is appropriate. The information and data to be collected is outlined in the attached Data Collection Requirements, attached hereto as **Exhibit C** and incorporated herein by reference. To facilitate this sharing of information, the Provider agrees to have an appropriate release form signed by the parent or guardian of each client being served through the ECT's funding. Minimum demographic information will include client unique identifier, street address, zip code, sex, race, age, if a teen parent, if family is served, primary service component, and outcomes. Data will be shared via ECT's website, electronic database, or spreadsheet (as applicable). All shared information is subject to the Confidential Information and Public Records provisions contained in this Agreement. For the avoidance of doubt, in no event shall Provider or ECT share or make public, whether or not in response to a public records request, personally identifying information of a minor client or the client's parent(s) or guardian(s) , which personally identifying information is exempt from Section 119.07(1), Florida Statutes, and from Section 24(a), Article I, of the Constitution of the State of Florida, as provided by Section 125.901(11), Florida Statutes.

IX. SERVICES/SCOPE OF WORK

Provider agrees to deliver services as stated in the attached ECT approved Solicitation Response or Unsolicited Grant Application Form, attached hereto as **Exhibit A**, and incorporated herein by reference. Provider agrees to accomplish Performance Measures outlined in the Performance Measurements attached hereto as **Exhibit B,** and incorporated herein by reference. Exhibits A and B together form the Scope of Work for this Agreement. A Scope of Work update, or certification that no updates are needed, is due for submission prior to execution of this Agreement. Any proposed changes in service delivery after execution of this Agreement, must be approved in writing by ECT in advance of making those changes, and Scope(s) of Work shall subsequently be updated within ten (10) calendar days of that approval. See Section XV. General Conditions, subparagraph 31, Amendments. Costs associated with any unapproved changes in service delivery may not be reimbursed.

X. METHOD OF PAYMENT

1. ECT agrees to reimburse up to **$655,288.00 (Six Hundred Fifty Five Thousand, Two Hundred Eighty Eight Dollars and Zero Cents)** for services rendered pursuant to this Agreement, for actual costs incurred for services rendered pursuant to this Agreement.
2. All requests for reimbursement must be certified true and correct by the Provider and must be accompanied by the appropriate documentation as prescribed by ECT which may include but not be limited to receipts, purchase orders, cancelled checks, price quotes, or other supporting information to document that the expenditure was reasonable, allocable, and allowable.
3. Requests for reimbursement shall be made using the SAMIS Client Relationship Management portal.
4. Requests for reimbursement are due to ECT within ninety (90) following the date the related expenses are incurred.
5. No reimbursement shall be issued for requests over thirty (30) days late. No reimbursement shall be issued if the Provider's required quarterly reports are past due. Exemptions to the late penalties may be granted at the sole discretion of the ECT Executive Director and must be issued in writing.
6. The Provider shall submit a request for payment at a minimum of once a month. No more than two (2) requests for reimbursement may be submitted per month.
7. Reimbursement requests shall be submitted timely and only for amounts actually incurred that should properly be reimbursed per this Agreement within reasonably needed amounts based on the budget and other funding sources.
8. ECT issues reimbursements within 21 days of receipt of a request for reimbursement. Reimbursements shall be made on pace throughout the fiscal year in order to allow for a consistent and orderly delivery of services.
9. ECT has the right to withhold or suspend payment if the Provider has not met the performance measures contained within this Agreement.
10. If reimbursement is made for any services outside the Scope of Work of this Agreement or for costs determined by ECT to be disallowed, the Provider is responsible to return reimbursement funds to ECT upon demand by ECT as further outlined herein.

XI. TERMINATION

a. It is the intent of ECT to ensure a consistent and orderly delivery of services. It is the further intent of ECT to terminate Agreements in those situations where such action is essential to the protection of its interests and the interests of children and families served by ECT, as determined solely by ECT.
b. In the event funds to finance this Agreement become unavailable, ECT may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested.
c. ECT shall endeavor, whenever possible and consistent with its legal obligations and principles of prudent management, to provide thirty (30) days' notice for termination due to lack of funds. ECT shall be the final authority as to the availability of funds and extension of notice beyond the minimum time herein stated.
d. This Agreement may be terminated by ECT for any breach of terms by the Provider upon twenty-four (24) hours written notice from ECT. Said notice shall be delivered by certified mail, return receipt requested.
e. Provider shall only be compensated for services performed prior to the termination date. Provider may only terminate this Agreement upon thirty (30) calendar days' written notice to ECT delivered by certified mail, return receipt requested.
f. The above provisions shall not limit ECT's right to remedies at law or to damages.
g. ECT has the right to terminate this Agreement if the Provider fails to meet the performance measures specified in this Agreement.
h. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.
i. Upon termination of this Agreement, either through the expiration of the term or upon other grounds, the Provider shall return to ECT all supplies or equipment purchased with ECT funds that are in the Provider’s possession at the time of termination.
j. Provider understands and acknowledges that the funding will only be for the term stated herein.

XII. APPROPRIATION OF FUNDS

a. ECT's performance and obligation to pay under this Agreement are contingent upon an annual appropriation for its purpose by ECT. In the event funds to finance this Agreement become unavailable or are not appropriated, ECT, at ECT's sole discretion, may terminate this Agreement upon no less than twenty-four (24) hours’ notice, in writing by certified mail, return receipt requested, to the Provider.
b. Notwithstanding anything herein to the contrary, the parties agree that the dollar amount set forth in Section X, Method of Payment, Paragraph 1 above may be reduced in the event that ECT determines that the Provider will not spend the entire amount allocated during the term of this Agreement or in the event the

Provider is not meeting performance expectations as determined by ECT staff. This determination may be made (a) based upon ECT's review of Provider's program and its expenditure history, (b) during the course of reviewing a budget revision submitted by the Provider pursuant to ECT's procedures, or (c) at any time that ECT becomes aware that the Provider is not meeting performance expectations. Before any such reduction becomes final, the Provider will be notified in writing of the proposed action and shall have the opportunity to address ECT regarding the proposed reduction. Such written notification shall occur not less than ten (10) days prior to the Board meeting where such action is to be considered.

Any proposed reduction will be determined by the ECT Board. The decision of ECT on this issue shall be within its sole discretion and shall be final.

XIII. COMMENCEMENT OF PAYMENT

Payment shall not be made for services rendered prior to the commencement date of this Agreement.

XIV. AUTHORITY

Each party represents and warrants to the other party that it has full power and authority to enter into and is fully licensed and able to perform its obligations under this Agreement, and this Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms.

XV. GENERAL CONDITIONS

1. Agreement Revisions

This Agreement and its attachments constitute the contractual relationship between the Provider and ECT. If there is any discrepancy between program-related documents, this Agreement preempts all other documents. No amendment to this Agreement or its attachments may be made without the prior written approval of ECT and Provider. See subparagraph 33, Amendments, contained herein.

2. Fiscal Responsibility

a. Provider agrees to maintain books, records, and documents (including electronic storage) in accordance with generally accepted accounting principles and practices which accurately and appropriately reflect all expenditures of funds listed in the approved budget attached hereto as **Exhibit D** and incorporated herein by reference.
b. Provider agrees that all financial records and supporting documentation as outlined in subparagraph 2(a) above shall be subject at all times to inspection, review, or audit by ECT personnel or its duly authorized agent.

c. Provider agrees to maintain and file with ECT in a timely fashion, reports related to services provided under this Agreement.
d. Provider agrees to retain all financial records, supporting documentation, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, all records shall be retained until resolution of audit findings.
e. Provider shall provide supporting documentation (board meeting minutes, etc.) for all salary adjustments.
f. ECT shall not reimburse expenses not previously approved by ECT. All expenses must be specified within the approved budget, based on the scope of work, reasonable, allocable to the project, and accompanied by appropriate backup documentation.
g. Provider shall include all audit and recordkeeping requirements of this Agreement in all approved subcontracts and assignments hereunder.
h. Provider shall maintain a written inventory of all supplies and equipment purchased with ECT funds and shall provide such inventory to ECT at the time of submission of each quarterly report or upon request by ECT.

3. <u>Audit and Management Letter</u>

ECT is committed to assurances that all funds provided are being used consistent with its policies and in the best interest of the children and taxpayers of Escambia County.

a. An independent audit is required for organizations receiving annual contributions of $1,000,000 or more. If Provider receives annual contributions of $1,000,000 or more: Upload three most recent years of audited financial statement summaries and disclosures to include internal control reports and any accompanying management letters, OR individual tax returns and personal financial statement of net worth for the most recent year if Proposer is an individual proprietor. Privately held companies wishing to maintain confidential financial information must have Dunn & Bradstreet Reports (D&B). If any of these statements include a material weakness or significant deficiency, include a letter of explanation.
b. For those with annual contributions of at least $500,000 but less than $1,000,000, the organization's financial statements may be reviewed or audited by an independent CPA. If Provider receives annual contributions of at least $500,000 but less than $1,000,000: Upload three most recent financial statements reviewed or audited by an independent CPA.
c. For those with less than $500,000 in annual contributions, a compilation, audit, or review of the financial statement is optional under Florida statute, but ECT requires that programs with revenue of less than $500,000 undergo either an audit or a fiscal review each fiscal year. The review shall be performed consistent with the American Institute of Certified Public Accountants (AICPA) Standards for Government/Non-Profit Organizations, or other mutually agreed upon standards. If Provider receives less than $500,000 in annual contributions: Upload three most recent 990s, compilations, audits, or reviews of financial statements.

The Provider agrees to submit to ECT a fiscal review or an independent audit of the financial statements of the entity in its entirety and any accompanying management letter(s) immediately upon receipt by the Provider's board, but within a period not to exceed one hundred and eighty (180) calendar days of the close of the Provider's fiscal year. The audit must be performed by a firm licensed to perform audits in the State of Florida and conducted in accordance with generally accepted auditing standards and standards established by the American Institute of Certified Public Accountants (AICPA). The Provider is required to engage an audit firm or CPA that follows Government/Non-Profit Audit Standards when conducting the financial audit and that shows evidence of a peer review report completed every three (3) years.

The Provider's auditor must comply with the Independence Rule and comply with the General Requirements for Performing Nonattest Services and Documentation Requirements When Providing Nonattest Services. Such nonattest services include: (1) financial statement preparation; (2) cash to accrual conversions; (3) reconciliations; (4) advisory services; (5) appraisal, valuation and actuarial services; (6) benefit plan administration; (7) bookkeeping, payroll and other disbursements including proposed standard, adjusting or correcting journal entries; (8) preparation of depreciation schedules; (9) business risk consulting; (10) corporate finance consulting (11) executive or employee recruiting; (12) forensic accounting; (13) hosting services; (14) information systems design, implementation or integration; (15) internal audit; (16) investment advisory or management; (17) tax services.

4. <u>Other Financial Support</u>

a. Provider shall report within thirty (30) calendar days any major changes in non-ECT revenue which would impact targeted service levels in ECT funded programs during the fiscal year.
b. ECT funds shall not be used to supplant other sources of revenue.
c. Revenues earned by an ECT funded program must remain in that program as a condition of funding. ECT funding may not result in a prohibited private benefit (i.e., a profit) for the Provider.
d. Provider may not charge any fee or tuition for services or programs funded by ECT.

5. <u>Program Monitoring and Data Quality</u>

Provider agrees to assign appropriate staff as necessary to attend meetings with ECT and/or staff to discuss issues and recommendations including, but not limited to, quality of service, service delivery systems, coordination of services, client satisfaction, records, maintenance, and funding maximization.

Provider agrees to submit monitoring, site visit, accreditation, and licensing reports supplied by funding, accreditation, and licensing entities, as applicable, to ECT no more than thirty (30) calendar days following Provider receipt.

Provider agrees to submit quarterly progress reports on the following schedule:

Quarter	Period	Due Date
Qtr 1	March – May	June 30
Qtr 2	June – August	September 30
Qtr 3	September – November	December 30
Qtr 4	December – February	March 31

Quarterly reports shall be submitted in such format and at such times as may be prescribed by ECT (including via SAMIS, Secure Portals, and Provider specific data collection systems), and to cooperate in monitoring activities including, but not limited to, access to sites, staff, fiscal and participant records, logs, participant rights and responsibilities policies, participant handbooks, grievance and complaint procedures, and the provision of related participant and participant rights information. No reimbursement shall be issued if the quarterly report is past due. Quarterly reports shall document all in-kind donations received by the Provider during the reporting period. Provider agrees to respond to any monitoring findings within the time frame specified therein. Provider shall maintain and have available for audit inspection participant records for five (5) years post termination of services. Provider agrees to abide by the ECT policies regarding program monitoring.

Provider agrees to create and implement a sustainability plan to demonstrate how the Provider will sustain itself over the long term so that it is able to continue to support its mission beyond the term of this Agreement. The sustainability plan may involve the following: financial sustainability, leadership succession planning, and strategic planning. The plan shall include all other sources of funding. The Provider shall provide progress reports on the sustainability plan to ECT upon request.

Provider agrees to provide complete information as requested by SAMIS. Provider agrees to provide ECT with information related to its total agency budget, the percent of its overall agency budget funded by ECT, and the percent of ECT funding used for personnel.

Provider agrees that multiple doses cannot occur on the same calendar date and be counted toward dosage requirements.

Provider agrees to utilize the ECT Program Enrollment Form, attached hereto as **Exhibit F**, for all program participants.

Provider agrees to provide ECT representatives access without presence of the Provider supervisor, to staff or program participants during any monitoring, with or without advance notice. Youth participants will be interviewed only in group settings or with Provider staff present unless parental consent is obtained.

Provider staff shall adhere to ECT's performance reporting and data collection requirements and ECT's financial policies and procedures for funded programs. All staff who have any responsibility (supervisory or direct) for data entry shall be trained within thirty (30) calendar days of hire. The Provider is responsible for maintaining written policies and procedures for providing data to ECT in a timely manner. The Provider is responsible for reviewing SAMIS permissions to ensure that all users are active employees with access to appropriate data systems and modules as required. The Provider is responsible for implementing appropriate procedures into their data policies to protect data and prevent accidental or malicious disclosure of participant information. The Provider is responsible for maintaining fiscal access to the ECT SAMIS portal and workflow approval, including but not limited to, processing the requests for reimbursements and responding to any request for supporting documentation, throughout the fiscal year.

Provider shall notify ECT no less than ninety (90) days prior to implementation of data system(s) used for participant and/or financial information that are used to share data with ECT.

ECT and Provider shall maintain the confidentiality of client services and records in full accordance with any federal or state laws or federal regulations mandating such confidentiality.

6. <u>Books and Records</u>

The Provider agrees during the Agreement Term (as applicable):

a. To maintain books, records, and documents (including electronic storage media) in accordance with standard accounting procedures and practices which reflect all payments to the Provider, by ECT under this Agreement. To assure that records pertaining to this Agreement or payments received by the Provider from ECT, hereunder shall be subject at all reasonable times and upon reasonable prior request by ECT, for inspection, review, or audit by ECT'S personnel and other personnel duly authorized by the ECT, at any time during this Agreement period and for a period of five years after the termination of this Agreement. These documents shall be available at no cost to ECT. Further, if any audit, litigation, claim, negotiation, or other action involving the records has been started before the expiration of the five-year retention period, the records must be retained until completion of the action and resolution of all issues which arise from it.
b. To maintain and file with ECT such progress reports as ECT may reasonably request within the period of this Agreement.
c. To include these aforementioned audit and record keeping requirements above, in all approved sub-contracts and assignments hereunder.
d. ECT is committed to assurances that all funds provided are being used consistent with its policies and in the best interest of the children and taxpayers.

7. <u>City Council Members</u>

Within thirty (30) calendar days of approval or a change of City Council composition, Provider shall submit to ECT an updated list of City Council members to include the start date of all members and, for City Council chair only, the email and physical address, phone number, and place of employment.

8. Nondiscrimination

Provider shall not discriminate against an employee, volunteer, or participant of the Provider on the basis of race, color, gender, religion, national origin, citizenship, disability, marital status, age, veteran status, sexual orientation, pregnancy, and genetic information, or any other legally protected category except that programs may target services for specific participant groups as defined in the application. Additionally, Provider shall demonstrate the standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, and ethnic backgrounds.

9. Anti-Nepotism

Provider shall have a written anti-nepotism policy in place and shall provide the policy to ECT upon request. The anti-nepotism policy shall be a set of rules and guidelines put in place by the Provider to govern the hiring or promotion of family members or close relatives of current employees or management. The policy shall be designed to avoid conflicts of interest, favoritism, and other forms of unfair treatment that may arise when family members work together in the same organization. The anti-nepotism policy shall specify the types of relationships that are covered, such as spouses, children, parents, siblings, and in-laws, and sets forth the penalties for violating the policy. The policy may also include exceptions in certain circumstances, such as when there are no other qualified candidates for a position. Provider shall disclose if any family members or close relatives are employed or contracted by Provider.

10. Publicizing of ECT Support - Endorsements

Provider shall distribute a press release announcing that it has been awarded funding by Escambia Children's Trust.

Provider website shall include the ECT logo that links to the ECT website landing page at www.escambiachildrenstrust.org.

ECT's logo must be visible at Provider's administrative and program sites, be featured on the Provider's website, and be present on the following Provider materials as an acknowledgement of support:

- Annual report
- Program brochures and marketing materials

11. Assignments and Subcontracts

The Provider shall be prohibited from subcontracting, selling, assigning, or otherwise transferring its interest in this Agreement to any other person, governmental entity, firm or corporation except upon prior written agreement of ECT, which ECT may withhold in its sole discretion, ECT and the Provider each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

No such approval by ECT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation by ECT in addition to the total dollar amount stated in this Agreement. ECT shall have the right to require the Provider to replace any Subcontractor found, in the reasonable judgment of ECT, to be unacceptable.

All such assignments or subcontracts shall be subject as applicable to the terms and General Conditions of this Agreement and to any conditions of approval that ECT shall deem necessary. Subcontracts for program service delivery described in the approved program methodology must be reviewed according to the Subcontract Assessment. The assessment outlines elements that must be included in subcontracts. Subcontracts and the corresponding Subcontract Assessment shall be submitted to ECT within thirty (30) calendar days of the effective date of this Agreement and upon revision, amendment, and execution of the subcontract thereafter.

Provider shall have full responsibility for the successful performance and completion of all subcontracted duties under this Agreement to the same extent as if the Provider performed such duties. The Provider shall be the sole point of contact for subcontracts with regard to all matters under this Agreement. Provider is responsible for monitoring subcontracts of ECT funded programs unless otherwise specified in a Special Condition of this Agreement. Documentation of monitoring of subcontracts shall be submitted to ECT no more than thirty (30) calendar days following completion of the monitoring activities.

12. <u>Confidential Information</u>

Provider and ECT must follow all laws regarding confidentiality of information including, but not limited to, HIPAA. Neither ECT nor Provider shall use or disclose any information which specifically identifies a recipient of services under this Agreement, and Provider and ECT shall adopt appropriate procedures for employees' handling of confidential data with the following exceptions: a) such information may be revealed as may be necessary to conform to Fiscal Responsibility and Program Monitoring requirements as stated in the General Conditions of this Agreement; b) such information may be revealed if and to the extent required by applicable federal, state, or local law and related regulations; and c) such information may be revealed with the written consent (authorization) of the recipient, or the recipient's responsible parent or guardian, where authorized by law. Provider is responsible to adopt appropriate policies, notifications, authorizations, and other relevant information that allows for the sharing of confidential information with ECT.

The Provider shall also maintain in participant files a completed copy of an ECT-approved form for authorizing client consent to release information for each participant receiving services. As allowed by law and Provider policy, the Provider shall add ECT to consent forms including

HIPAA consent forms to facilitate data sharing and implement the Fiscal Responsibility and Program Monitoring requirements as stated in the General Conditions of this Agreement and advise ECT within two (2) business days if a participant has withdrawn consent to share data and note this withdrawal of consent in the case file. ECT has full discretion as to the use of data and ECT owns all data once transferred to ECT.

In the event Provider intends to use the name, image, or other identifiable information in connection with a press release, news story, testimonial, or story that may be viewed by the general public, Provider shall obtain permission and license for the use of same, and that the participant will not receive compensation for participation in the use of this information. For youth under the age of eighteen (18), Provider will obtain the signature of a parent or legal guardian.

In no event should participant identifying information ever be emailed or faxed to ECT.

In the event of an improper disclosure of participant information by Provider, Provider shall inform ECT of the improper disclosure and extent thereof within two (2) business days of becoming aware of the improper disclosure. Provider shall cooperate fully with ECT and take all necessary steps to correct and remedy any damage caused by the Provider's improper disclosure and to prevent future improper disclosure. Provider shall defend, indemnify and hold harmless ECT from any and all damages caused by Provider’s improper disclosure of any confidential information as defined by law including, but not limited to, Protected Health Information under HIPAA and any and all costs associated with remedying the disclosure. Provider shall defend, indemnify and hold harmless ECT from any and all damages caused by Provider’s improper disclosure as defined by law of any information including but not limited to personally identifiable information (PII) and protected health information (PHI) as required under HIPAA, HITECH and FIPA regulations or other information that is confidential and/or exempt from disclosure per F.S. 119. This provision shall survive the termination of this Agreement.

Likewise, in the event of an improper disclosure of Provider's participant information by ECT, ECT shall inform Provider of the improper disclosure and extent thereof within two (2) business days of becoming aware of the improper disclosure. ECT shall cooperate fully with Provider and take all necessary steps to correct and remedy any damage caused by ECT's improper disclosure and to prevent future improper disclosure.

13. <u>Public Records</u>

ECT is a public entity subject to Florida's Public Records Law, which includes provisions relating to records retention, production, and confidentiality. If there are any Provider subcontracts that arise out of this Agreement, the entirety of this public records condition shall apply to the Subcontractor.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia Children's Trust
1000 College Boulevard, building 26, Second Floor
Pensacola, FL 32504
(850) 475-4980
info@escambiachildrenstrust.org

Provider must comply with 119.0701 and must:

a. Keep and maintain public records required by ECT to perform the service.
b. Upon request from ECT's custodian of public records, provide ECT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in F.S. 119 or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the public agency.
d. Upon completion of the contract, transfer, at no cost, to ECT all public records in possession of Provider or keep and maintain public records required by ECT to perform the service. If the Provider transfers all public records to ECT upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to ECT, upon request from ECT's custodian of public records, in a format that is compatible with the information technology systems of ECT.

In addition, Provider should be aware that Social Security numbers are confidential and exempt from disclosure (119.071(5)) and personal identifying information of a child or the parent or guardian of the child held by ECT or service provider under contract with ECT is exempt from disclosure (125.901(11)). There are many other exemptions in the law that Provider should be cognizant exist. However, for Provider, any and all contracts between ECT and Provider, program methodology, budgets, requests for reimbursements, emails, other written correspondence and any other documents exchanged between the Provider and ECT are generally public records and will be disclosed in the sole discretion of ECT and must be retained in accordance with Florida's record retention policy. Providers should not provide any documents to ECT containing Trade Secrets, as defined by F.S. 812.08, or exempt or confidential and exempt information to ECT without specifically marking such document. By submitting any documents or information whatsoever to ECT, Provider agrees that ECT may use and disclose all information and documents submitted for any purpose ECT sees fit and that it is within ECT's sole discretion to determine if any information submitted is exempt from disclosure.

Any Provider who receives a public records request for records pertaining to ECT or services funded by ECT, must advise ECT within two (2) business days of the records request and ECT and Provider will work together to respond to any such request. This provision shall survive termination of this Agreement.

14. Return of Funds

Provider agrees to return to ECT any overpayment due to costs not incurred or any payment issued for costs determined by ECT to be disallowed pursuant to the terms of this Agreement and such funds shall be considered ECT funds and shall be refunded to ECT in accordance with ECT's instructions. Should Provider fail to return said funds, Provider shall be responsible for all costs and fees of collection incurred by ECT - including, but not limited to, attorney fees and court costs including any pre-suit collections fees and costs. This provision survives termination of this Agreement and return of funds for overpayment or disallowance will be required even if the overpayment or disallowance is discovered after this Agreement is terminated.

15. Special Situations and Incidents

Provider agrees to inform ECT in writing within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Participant incidents are required to be reported for situations that occur only while under the Provider's care and include anything that may reflect negatively or critically upon ECT.

Certain personnel are mandated by law to report their suspicions of child abuse, neglect, or abandonment to the Florida Abuse Hotline (1-800-96-ABUSE). All concerns regarding suspected abuse, neglect, or abandonment of a child or vulnerable adult by the Provider shall be reported to the Florida Abuse Hotline in accordance with Section 39.01,Florida Statutes. Provider shall immediately report to appropriate law enforcement personnel any incident in which an individual who does not have care and custody or a child has taken the child without the written authorization of the child's parent or guardian. Incident reporting does not preclude mandated reporting requirements.

Provider shall report to ECT the following critical incidents to the extent known to Provider:

a. Abduction - An incident in which an individual who does not have care and custody of a child has taken the child. Concerns of child abductions shall immediately be reported to the appropriate law enforcement personnel.
b. Abuse or Neglect - Reasonable cause to suspect that a child has been harmed or is believed to be threatened with harm while in the Provider's care.
c. Breach of Information - Sensitive, protected or confidential data related to services funded by ECT has potentially been viewed, stolen or used by an individual unauthorized

to do so.

d. Elopement- When a minor participant leaves a setting while participating in services funded by ECT without permission or authorization.
e. Employee Arrest - Employee conduct or activity that results in potential liability to the Provider or ECT, death or harm to a participant, or results in a law violation, including falsification of official records. If an arrest is made for a potentially disqualifying offense under Level 2 background screening requirements, or if the arrest occurred while in the performance of an employee's official duties related to services funded by EC T, the incident should be reported immediately.
f. Investigation or Lawsuit - Any formal investigation or legal action brought against Provider which relates to the services funded by ECT or which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement.
g. Media Coverage or Public Inquiry - Media coverage or public reaction that may reasonably have an impact on the Provider or ECT's ability to protect and serve its participants related to services funded by ECT or that may reasonably be considered to jeopardize Provider’s capability to continue to meet its obligations under the terms of this Agreement.
h. Participant Death - The death of any participant receiving ECT services, regardless if the death occurred while under Provider's care.
i. Participant Illness - An illness of a participant requiring a response by Emergency Medical Services AND transport to a medical facility due to the severity of the illness while participant is attending the program.
j. Participant Injury - A medical condition of a participant requiring a response by Emergency Medical Services AND transport to the hospital due to the severity of the medical condition or injury while the participant is attending the program. *Note in both instances of Participant Illness and Participant Injury the parents may use Emergency Medical Services as transportation to the hospital - if it is used solely for this purpose an incident report is not required. In the event that the participant leaves the program and requires emergency care due to an injury or illness incurred at the program, an incident report should be completed when the program becomes aware.*
k. Sexual Battery - An allegation of sexual battery involving a participant or employee as evidenced by medical evidence or law enforcement involvement. Sexual battery includes participant on participant incidents, employee, agent or volunteer on participant, and participant on employee, agent or volunteer.
l. Suicide Attempt - An act which clearly reflects the physical attempt by an active participant to cause his or her own death, which results in bodily injury requiring medical treatment by a licensed health care professional.

In addition, the Provider shall notify ECT immediately upon knowledge of any action or incident involving Provider staff or volunteers that may reasonably be considered to jeopardize Provider’s capability to continue to meet its obligations under the terms of this Agreement, which includes misconduct or malfeasance with respect to services funded by ECT during working hours, or any conduct related to services funded by ECT that results in the arrest of a staff member or volunteer after hours.

Within one (1) business day, the Provider must submit electronically by email to info@escambiachildrenstrust.org a completed Incident Report to ECT with full details and disposition of the incident, excluding identifying information such as name, date of birth, and address. In the event of a participant death, please contact by phone the ECT Executive Director within three (3) hours of knowledge of the incident.

All email communications made or received by ECT members or staff are considered public records and are retained and, upon request, made available to the public and media in accordance with Chapter 119, Florida Statutes.

Provider must adhere to the reporting requirements hereunder after the termination of this Agreement if Provider becomes aware of a Critical Incident after the termination of the Agreement if the Critical Incident occurred during the term of the Agreement and relates to the services funded by ECT.

16. Provider Staff Membership on Board

Provider agrees that Provider staff shall not serve as voting members of the Provider's governing board.

17. Provider & Program Data Maintained In 2-1-1 Database

Provider agrees to maintain accurate and up-to-date Provider and program data in the 2-1-1 Northwest Florida database. The Provider will review and update (as necessary) this data at least once annually. The Provider will list data for newly funded program(s) within thirty (30) calendar days of the date that ECT funds the program. This requirement applies to all programs accepting 2-1-1 referrals.

18. Provider Staff Background Checks

All program staff and Provider staff (including employees, independent contractors, and staff of subcontractors), volunteers and those who may have access to youth participants are required to undergo and pass a national Level 2 background check that complies with the standards set forth in F.S. 435. Those individuals must have no disqualifying offenses listed in F.S. 435.04. for which they have not received an exemption in accordance with Florida law. All staff and volunteers must continue to qualify to pass a Level 2 screening at all times and must notify their employer if at any time they no longer qualify to pass a Level 2 screening. Proof of Level 2 background clearance, including current executed affidavits/attestations of good moral character, must be maintained at all times in the appropriate files and the screening repeated every five (5) years or more often in accordance with law or as requested by ECT. This requirement applies to employees regardless of the funder supporting the position and all volunteers and subcontractors who may have access to youth. Volunteers and subcontractors who assist on an intermittent basis for less than ten (10) hours per month do not have to be screened if a person who meets the screening requirement of this section is always present and has the volunteer and subcontractor within his or her line of sight. The Provider is required to clearly document which volunteers meet the criteria for a Level 2 background screening and affidavits of good moral character, and which are exempt according to the terms of this Agreement. The Provider's policy and practice for background screening must provide for adequate protection and must comply with all applicable laws and implementing regulations including, but not limited to F.S. 435.

The Florida Department of Children and Families provides an exemption process under this statute. ECT does not provide an exemption or waiver process.

Should a Provider not be statutorily authorized to receive a national Level 2 background check in accordance with F.S. 435, the Provider must still comply with the standards set forth in F.S. 435 through VECHS background screening. Only in the event the Provider does not qualify to receive a national Level 2 background check in accordance with F.S. 435 and is not eligible to participate in VECHS, then the Provider must engage a third-party vendor to conduct a national background check and must comply with the standards as set forth in F.S. 435.

Providers using VECHS, or any other third-party vendor which does not allow the release of background screening results to ECT, must sign and provide to ECT an affidavit which ensures compliance with the entirety of this section. This affidavit must be renewed annually by the Provider's Executive Director or equivalent and submitted within thirty (30) calendar days of the effective date of this Agreement and upon change of staff in this position. Provider must also provide a written procedure within thirty (30) calendar days of the effective date of this Agreement which outlines the process by which compliance is ensured with the entirety of this section, including the person responsible for conducting verification between results of VECHS information and the disqualifying offenses according to F.S 435. Personnel and volunteer files shall reflect who verified whether the employee or volunteer candidate passed the background screening according to F.S. 435.04.

Provider agrees to submit to monitoring of personnel and volunteer files and other required documents to ensure compliance with this section. Monitoring will include, but not be limited to, review of training logs, position descriptions, applications, resumes and Provider verification of staff credentials. Providers shall not release PHI to ECT and shall keep this information separated from personnel and volunteer files. Parental consent for ECT monitoring activities must be evident in the participant files of minor children.

19. Attendance

Provider is required to keep attendance records. Attendance may be tracked in the ECT SAMIS Database or other approved data system. ECT may request attendance records which pre-date the term of this Agreement in order to confirm that the youth participating in the Provider's program are new. Provider shall provide ECT with its prior attendance rosters upon request.

20. Drug-Free Workplace

The Provider shall have and enforce a Drug and Alcohol Free Workplace Policy. Provider agrees to submit to monitoring of its policy to ensure compliance with this section.

21. Public Entity Crimes

Per Section 287.133, F.S., 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 a public entity, and may not transact business with a public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. ECT Policies and Procedures

Provider agrees to follow all ECT policies and procedures which can be located on the ECT website at www.escambiachildrenstrust.org and which are incorporated into this Agreement in their entirety unless contrary to any express provision in this Agreement. Said policies include, but are not limited to, all Board policies, funding policies, ECT financial policies and procedures for funded programs, research policies, security policies, ECT data quality guidance, and policies that may be promulgated by ECT within its sole discretion from time to time. ECT reserves the right to change these policies from time to time within its sole discretion. ECT will provide a minimum of thirty (30) calendar days' notice to the Provider and it is the responsibility of the Provider to be in compliance with all policies and procedures at all times.

23. Accreditation

Provider is encouraged to provide certification of current accreditation by a recognized national accrediting body appropriate to the programming funded by ECT.

Regardless of accreditation, the Provider must meet the highest professional standards established through its specific field.

24. Conflict of Interest

The Provider must have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Provider further represents that no person having any such interest shall be employed or subcontracted by the Provider during the Agreement term and any extensions.

The Provider shall promptly notify ECT, by email to info@escambiachildrenstrust.org, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Providers judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Provider may undertake and request an opinion of the ECT Executive Director as to whether the association, interest or circumstance would, in the opinion of ECT, constitute a conflict of interest if entered into by the Provider. ECT agrees to notify the Provider of its opinion, in person, or by email, regular mail or delivery service, within thirty (30) days of receipt of notification by the Provider.

25. Insurance Requirements

Prior to commencing any services under this Agreement, the Provider shall provide one copy of certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the Provider has obtained insurance of the type, amount, and classification as required for compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to ECT. Compliance with this provision shall not relieve the Provider of its liability and obligations under this Agreement.

a. The Provider shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the minimum amount of $1,000,000 per occurrence to protect the Provider from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Provider or by anyone directly employed by or contracting with the Provider.
b. The Provider shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect the Provider from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the Provider's ownership, use, and/or maintenance of automobiles, including rented automobiles, for the provision of services under this Agreement or arising out of this Agreement. Proof of appropriate automobile liability insurance is required for any Provider employee or contractor who utilizes a privately owned automobile in order to provide the services detailed in its proposal to ECT or arising there-from.
c. The Provider shall carry Workers' Compensation Insurance as required by Florida Statutes. In the event Provider does not carry Workers' Compensation Insurance and chooses not to obtain same, then Provider shall in accordance with Section 440.05, Fla. Stat., apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to ECT.
d. Depending on the services to be provided, the Provider may be required to maintain, during the life of this Agreement, professional liability insurance or errors and omissions liability insurance in the minimum amount of $1,000,000 per occurrence to protect the Provider from claims which may arise from or relate to any services provided under this Agreement, whether such services are by the Provider or by anyone directly employed by or contracting with the Provider.

e. The Provider is also required to maintain any other insurance coverage deemed reasonably necessary during the life of this Agreement.
f. Agencies of the State of Florida are exempt from specific insurance coverage levels. Such agencies must submit proof of statutory insurance coverage but are exempt from the specific levels of coverage proscribed herein.
g. All insurance, other than Worker's Compensation and Professional Liability/Errors and Omissions (if required), to be maintained by the Provider shall specifically include ECT as an "Additional Insured". Each renewal of the respective certificate of insurance provided for above shall be submitted to ECT upon receipt by Provider. Failure to have and/or maintain the required insurance under this Agreement shall not relieve Provider of any obligation under this Agreement including without limitation indemnification of ECT.

26. <u>Transportation</u>

If children are being transported by, or on behalf of, the Provider, whether in Provider owned, rental or non-owned vehicles, the Provider must comply with the following requirements:

a. All drivers must have a valid driver's license with the appropriate class certification (if applicable). A copy of each driver's license must be on file with the Provider.
b. All vehicles must be insured as specified in Section 23, and
c. A Transportation Permission Form must be signed by the parent or guardian of each child being transported. A copy of each Transportation Permission Form must be on file with the Provider.
d. Provider agrees to utilize the ECT Transportation Form, attached hereto as **Exhibit G**, for all program participants being transported as part of the ECT funded program.

27. <u>Use of Trust Funds for Inherently Religious Purposes Prohibited</u>

In accordance with the Establishment Clause of the First Amendment to the United States Constitution and the No Aid provision of Article 1, Section 3 of the Constitution of the State of Florida, the use of ECT funds for inherently religious purposes or to otherwise advance a religion is prohibited. The Provider shall not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the services provided and funded by ECT under this Agreement. The Provider agrees, as set forth in this Agreement, to provide ECT full access to its books and records related to the ECT funded program, and to permit ECT to monitor its activities and literature to ensure that ECT funds are not being used for inherently religious purposes or to otherwise advance a religion. Failure to comply with this provision will result in a reduction or denial of a reimbursement request or termination of this Agreement for cause as determined in the sole discretion of ECT.

28. <u>Indemnification</u>

Provider shall defend, indemnify, and hold harmless ECT, its agents, and employees from and against any and all liabilities, claims, judgments, or actions including, but not limited to, attorney's fees and all costs that may hereafter at any time be made or brought by any person or entity on account of any claim including but not limited to, personal injury, property damage, loss of monies, civil rights violation, or discrimination allegedly caused in whole or part by any act or omission, including but not limited to, breach of contract, negligent act, wrongful act, intentional act, omission, and any acts of fraud or defalcation, of the Provider, its agents, employees, or subcontractors, arising out of or relating to its performance of this Agreement or for Provider's improper disclosure of confidential and/or exempt information, or failure to comply with F.S. 119 or any other applicable law, rule or regulation. In no event will the Provider be liable for or have any obligation to defend ECT against such liability, claims, judgments, or actions, including costs and attorney's fees, arising out of the negligent acts of ECT. This provision survives termination of the Agreement.

29. Time

Time is of the essence in all respects under this Agreement.

30. Compliance with Laws

In performing its obligations hereunder, each party agrees to comply in all material respects with all applicable laws. During the term of this Agreement, the Provider shall ensure that it is duly organized, validly existing and in good standing under the laws of Florida. If ECT becomes aware that a Provider's corporate status is administratively dissolved, ECT may terminate the Agreement if the Provider does not have its corporate status reinstated within 30 days' written notice by ECT.

31. Contract Documents and Controlling Provisions

This Agreement consists of the terms and conditions herein and Provider's incorporated proposal. To the extent that there exists a conflict between this Agreement's terms and conditions and the Provider's incorporated proposal, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

32. Applicable Law, Venue

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and venue for any litigation commenced relating to this Agreement shall be in Escambia County, Florida.

33. Amendments

This Agreement may only be amended by mutual agreement of the parties, provided that the amendment is in writing and is executed by both parties.

Amendments shall not compromise the original intent or intended outcome(s) of the funded project.

Any changes to the Performance Measurements, Scope of Work, or Budget require prior written approval from ECT and shall follow the adopted policies and procedures of ECT.

34. Waiver

No express or implied consent to or waiver of, any breach or default by the other party, in the performance of the obligations hereunder, shall be deemed or construed to be a consent to, or waiver of, any other breach or default in the performance by such hereunder. Failure on the part of either party to complain of any act of the other in default, irrespective of how long such failure continues, shall not constitute a waiver of a party's rights hereunder.

35. Severability; Survivability; Preparation

If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of the Agreement shall survive its expiration or earlier termination. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

36. No Third-Party Benefits

The parties to this Agreement do not intend any provision of this Agreement to create any third-party beneficiaries or to confer any benefit or enforceable right upon anyone other than the parties hereto.

37. Sovereign Immunity

This Agreement shall not be construed as constituting a waiver of any rights to sovereign immunity granted to ECT under the laws or Constitution of the State of Florida. This Agreement shall not be construed as granting or extending the sovereign immunity to which ECT is entitled to the Provider or any other third-party.

38. Notices

All notices, including changes in the following addresses, required to be given pursuant to this Agreement shall be given by mail, certified or registered, and return receipt requested, or by personal delivery, evidenced by a receipt signed by the recipient of such personal delivery, and shall be effective when deposited in the mail.

If to ECT, address to the Executive Director of the ESCAMBIA CHILDREN'S TRUST, 1000 College Blvd., building 26, Second Floor, Pensacola, Florida, 32504.

If to the Provider, address to the Parks and Recreation Director, City of Pensacola, 222 W. Main Street, Pensacola, Florida 32501.

39. Waiver of Jury Trial and Remedies

To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to this agreement. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

40. Scrutinized Companies

In compliance with F.S. 287.135(a), a Provider is ineligible to and may not enter into a contract with ECT if the Provider is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel. In compliance with F.S. 287.135(b), for contracts of $1 million or more, a Provider is ineligible to and may not enter into a contract with ECT if the Provider (1) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to s. 215.473 or, (2) is engaged in business operations in Cuba or Syria. By entering into this Agreement, you are certifying that you are eligible to contract with ECT and are not participating in a boycott of Israel, are not on the Scrutinized Companies with Activities in Sudan List, are not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that you do not have business operations in Cuba or Syria. In addition, this Agreement may be terminated if Provider (1) has found to have submitted a false certification, (2) has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, (3) has been placed on the Scrutinized Companies with Activities In Sudan List or the Scrutinized Companies with Activities in The Iran Petroleum Energy Sector List; or (4) has been engaged in business operations in Cuba or Syria.

The Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

The Provider agrees that the certifications in this section shall be effective and relied upon by ECT for the term of this Agreement, including any and all renewals.

The Provider agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the Provider shall immediately notify ECT of the same.

As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

41. E-Verify

In accordance with F. S. 448.095, no later than the first date of the term Agreement, Provider must register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on or after the first date of the term Agreement and during the remainder of the term of this Agreement. Evidence may consist of, but is not limited to, providing notice of your E-Verify number. The link for instructions on how to provide proof of participation/E-Verify enrollment is https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify.

The statute also applies to subcontractors performing work under this Agreement. The subcontractor must use the E-Verify system for any employees it may hire during the term of this Agreement. The Subcontractors must provide affidavits stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by F.S. § 448.095(k). Subcontractors are defined in Florida Statute as both individuals and legal entities. Provider must maintain copies of all subcontractor affidavits for the duration of the ECT Agreement and these affidavits shall be subject at all times to inspection, review, or audit by ECT personnel or its duly authorized agent.

Notwithstanding any other terms of this Agreement, if Provider has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States, ECT shall terminate this Agreement. Provider may be liable for all costs associated with ECT securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute, Provider may not be awarded a public contract for a period of one (1) year after the date of termination.

42. Affidavit addressing Contracting with entities of foreign countries of concern

The Provider shall attest in writing that it is in compliance with Section 287.138, Florida Statutes, and shall provide ECT with an affidavit attached hereto as **Exhibit H.**

43. Affidavit addressing Human Trafficking

The Provider shall attest in writing that it is in compliance with Section 787.06, Florida Statutes, and shall provide ECT with an affidavit attached hereto as **Exhibit I**.

XVI. SIGNATURES

______________________________	______________________________
Lindsey Cannon, Executive Director Escambia Children's Trust	D.C. Reeves, Mayor City of Pensacola, Florida
______________________________	______________________________
Date	Date
______________________________	
Dr. Rex Northup, M.D., ECT Chair	
______________________________	
Date	
Approved for legal sufficiency:	Attest:
______________________________	______________________________
ECT Attorney	City Clerk Date:______________________________
Approved for legal sufficiency:	
______________________________	______________________________
City Attorney	__________________, Parks and Recreation Director Date: ______________________________

EXHIBIT A

APPENDIX 1: COVER PAGE
RFP#2022-03 / Out-of-School Time Program

The undersigned, as Proposer, does declare that no other persons other than the Proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties.

Organization Name:	City of Pensacola Parks and Recreation Department		
Telephone:	850-436-5670	**Federal EIN:**	59-6000406
Street Address:	222 W. Main Street		
City, State, Zip Code	Pensacola, FL 32502		
Escambia County District #:	Districts 3 & 4		
Contact person:	Tonya Byrd		
Title of contact person:	Recreation Superintendent		
Contact person e-mail:	tbyrd@cityofpensacola.com		
Proposed programming period: *MM/DD/YYYY – MM/DD/YYYY*	January 2023 - December 2025		
Proposed number of Escambia County children and youth served by the organization during the grant period:	235 per academic year		
Participant age range:	5-12 years		
Amount requested:	$1,690,128		
Total organizational budget:	$10,880,535		
Total program budget for this RFP:	$1,822,147		
# of full-time employees employed for OST program(s):	6		
# of part-time employees employed for OST program(s):	18		
# of AmeriCorps, Senior Corps or other service members engaged in OST program(s):	0		
# of volunteers engaged in OST program(s):	0		

Authorized Signature: Tonya Y. Byrd

Name: Tonya Byrd Title: Recreation Superintendent

To receive consideration for award, this page must be returned as part of your application.

City of Pensacola Parks and Recreation Department – After School Program

Response to Escambia Children's Trust RFP #2022-03

A. Abstract

The City of Pensacola Parks and Recreation Department (PPRD) proposes to use the grant funding to offer free after school programming for K-5 students meeting federal income criteria at 4 existing program venues including: E.S. Cobb Resource Center, Fricker Resource Center, Gull Point Resource Center, and Woodland Heights Resource Center. We will seek reimbursement under the grant only for expenses involved in delivering services to youth who qualify for free tuition. PPRD will partner with multiple agencies to enhance current program offerings for students including STEM activities, performing arts, behavior and social support services, as well as outdoor recreation and conservation education.

We believe offering free access to these programs will increase the number of children enrolled in quality after school programming and ensure equal access to enrichment programs that are not currently available to many low-income families during out-of-school time. Additionally we seek to improve students' overall well-being, confidence, school attendance, and academic performance through a variety of evidence based youth development practices used by the program.

After school programs and camps can deliver the kind of social equity of services that often cannot be provided for in academic and home settings for various reasons. Post pandemic behaviors and emotions have highlighted the issue of children's mental health that needed to be approached holistically and in step with every child's school and home life. Children need to be heard and feel understood for the sake of their mental health and often need guidance developing coping strategies to deal with the world around them. This has been magnified over the past three years and there doesn't seem to be an end in sight. We hope to be able to make an impact on their ability to gain these critical life skills to help them mature into responsible and community-oriented adults who will in turn pass on these skills they've learned and inspire other children after them to do the same.

B. Program Design and Proposed Services

PPRD operates four (4) after school programs in community resource centers. These programs are offered to all students and families living in Escambia County. Programming includes recreational sports and free play, homework assistance, and educational enrichment. In addition to staff-led activities and free play, there are scheduled visits from the police and fire departments for safety instruction, social service organizations, and non-profits providing after school enrichment services.

The programs operate from 2pm to 6pm Monday-Friday when school is in session, 41 weeks per year. Access is open to all students attending a K-5 school in Escambia County. Participants are transported by school bus, parents/guardians, and walking from nearby neighborhoods. Each participant is offered a nutritious snack as part of the after school program, which is a critical component of the program that helps eradicate food insecurity and improves health outcomes for participating youth.

PPRD offers full day programs to students on teacher work days and in-service days as well as seasonal breaks. PPRD community centers are closed on most federal holidays. PPRD seeks to offer these full day programs to income eligible students free of charge in order to ensure students are able to maintain a daily routine and provide parents with safe, accessible places for their child to participate in activities during scheduled days out of school.

Fees are charged for after school and other Out-of-School Time (OST) programs based on residency. Sometimes the cost, regardless of how small, can be a deterrent for students from low-income households to be able to participate, especially households with multiple children. PPRD intends to utilize ECT funds to remove this barrier to quality after-school programming by waiving fees for students whose households meet the federal income requirements to qualify for free and reduced lunch. Students would not have to attend an Escambia County School District school to attend After-School, but must still meet the residency and income requirements to qualify for free tuition under the ECT grant.

<u>FY23 After-School Fees:</u>

Locations	*Resident*	*Non-Resident*
Cobb, Fricker and Woodland*	$11 per week	$14 per week
Gull Point	$50 per week	$70 per week

<u>FY23 Daily Drop In or Holiday Camp Fees:</u>

Locations	*Resident*	*Non-Resident*
Cobb, Fricker and Woodland*	$10 per day, $49 per week	$15 per day, $58 per week
Gull Point	$20 per day, $90 per week	$25 per day, $114 per week

*Difference in price from Gull Point price subsidized by Recreation/Athletic Special Revenue Fund. We anticipate a $5 per week increase in fees across the board in years 1 and 2 due to inflation and rising costs.

Currently PPRD partners with the CDAC Behavioral Healthcare, Inc., Boost Project to provide social and behavioral education programming via their Peaceful Alternatives to Tough Situations (PATTS) curriculum at E.S. Cobb Resource Center. The PATTS program is an aggression management program designed to help students increase positive conflict resolution skills and maintain the ability to forgive transgressions and reduce aggressive behavior. We are seeking to expand those services with funding from this ECT grant application to reimburse CDAC for 2 staff and program materials to offer the PATTS curriculum at Fricker Resource Center beginning in the spring of 2023. This specific location was recommended to CDAC staff for expansion by members of the Pensacola Police Department and carries this department's endorsement. A separate budget for this request is included as Appendix 5b.

PPRD After-School intends to partner with a variety of other agencies to deliver quality enrichment services including but not limited to the Pensacola MESS Hall, Tennis-4-Everyone, performing arts venues, and the Bayview Outdoor Pursuits Center to provide enrichment programs to benefit students including STEM activities, homework enrichment, performing arts, sports instruction, outdoor recreation and conservation education. Additionally PPRD offers wellness and other social support services. Some of these service providers are applying for OST grant funding through ECT to administer their specific programming to multiple providers in addition to PPRD properties, therefore we do not propose to be the lead agency for funding those programs with this proposal.

We propose to create an Out-of-School Time Program Coordinator position as a year-round funded position. This employee will be responsible for planning, organizing and implementing all OST programs and related activities. PPRD requests funding for the salary of this position as well as benefits detailed in the program budget.

The ideal candidate will have a minimum of 5 years of experience in providing OST programs in a recreational setting and knowledge of principles in evidence-based youth development programming. Additionally there will be guidelines regarding the types of enrichment services offered in After-School with quotas set for implementation of performing arts programming, STEM programming, and behavioral intervention programming. This position will also be responsible for coordinating at least once per quarter staff training opportunities to increase staff confidence and knowledge in providing positive youth development programming.

Target Audience and Participant Demographics

PPRD aims to equitably serve households in each service area so that no child is priced out of receiving quality OST programming. Many families have expressed difficulty paying for more than one child to attend and we know that providing OST services at no cost would provide financial relief for many families in this difficult economy.

Currently PPRD serves 165 students in four after school programs as follows:

Service Locations	Enrollment	Maximum Capacity	Schools Served
E.S. Cobb 601 E. Mallory Street	74	90	A.K. Suter; N.B. Cook; Global; Brentwood; Scenic Heights; Escambia Christian; J. Harris; Pensacola Christian; Sherwood
Fricker 900 N. F Street	20	40	A.K. Suter; KAPS Academy; Global; Dixon School of the Arts; Ensley; Jacqueline Harris; Oak Crest
Gull Point 7000 Spanish Trail	17	40	Scenic Heights; N.B. Cook; Cordova Park; Ferry Pass
Woodland Heights 111 Berkley Drive	54	65	O.J. Semmes; A.K. Suter; KAPS Academy; Ferry Pass; Jacqueline Harris; Hope Horizon

All after school participants are ages 5-12 years and enrolled in elementary school or K-5 program. We do not currently collect data on race, gender, income, or housing status. At a minimum, PPRD would collect income data for eligibility to attend the program for free and can begin collecting data on any and all demographics required by ECT to fulfill the grant requirements.

One challenge to meeting the goal of increasing enrollment is transportation. Currently we rely on the school system to provide transportation from district schools. We anticipate that driver shortages and limited bus routes may create some challenges with filling these needs. We will seek alternative transportation options, as needed and up to what is allowable by Department of Children and

Families regulations, for students who attend the program for free under the ECT grant.

Historically we know that E.S. Cobb, Fricker and Woodland Heights primarily serve minority populations and are in low to modest income neighborhoods. While Gull Point Resource Center serves a middle-class demographic with pockets of poverty within the service area of that neighborhood community center. We know that without access to quality after school programs, children in these neighborhoods are most at risk for falling into behaviors that do not support their social, mental, or academic development and overall well-being.

C. Capacity to Provide Required Services

The City of Pensacola Parks and Recreation Department's primary vision and focus with regard to youth programming is to provide equitable access to recreation and other resources in our community that lead to healthy youth development and encourages successful growth into adulthood with life-long skills and habits. Our department has provided quality youth programming in various forms and methods since 1928.

Leadership staff for the After School programs include the following individuals. Each individual has extensive experience in the management of youth development programming and administering budgets, staff recruitment and retention, and training. Currently each after school site provides training and support for their program staff. Once the Out of School Time Coordinator is hired, developing a consistent staff training program and retention strategies will fall into their area of responsibility.

Tonya Byrd – Recreation Superintendent – Ms. Byrd manages the Recreation Division of Pensacola Parks and Recreation and has over 22 years of experience in the delivery and administration of recreation programming in a municipal setting. Prior to her employment with PPRD in 2014, Ms. Byrd was the Deputy Director of Recreation and Community Services for the City of Clarksville Parks and Recreation Department in Clarksville, TN from 2008-2014. She has also served both cities in many other capacities including recreation programming, marketing and public relations, budgeting, and strategic planning. She is a graduate of Austin Peay State University in Clarksville with a B.S. in Corporate Communications

Heather Matteson – Recreation Supervisor at Gull Point Resource Center – Ms. Matteson has over 25 years of experience in youth development programming. She is a graduate of Southern Illinois University-Carbondale with a B.S. Degree in Recreation Administration and Management. Her experience includes 1 year with the City of Pensacola, 11 years at Huntley Park District, and 4.5 years at Cary Park District in Illinois. Ms. Matteson was the Youth Recreation Manager for 6 years for Huntley Park District, overseeing all out-of-school time programs including summer camp, before and after school, as well as teen and art camps. She also held positions as Recreation Supervisor over Extended Time & Day Camps for Huntley, and 4.5 years as Extended Time Program Supervisor at Cary Park District. Ms.

Matteson also served in the following roles: After School Program Leader & Summer Camp Director at Chesterbrook Academy in Bartlett, IL; Recreation Intern for City of San Antonio Parks and Recreation in Texas; Assistant Recreation Supervisor for Union City Housing Authority in Anna/Jonesboro, IL; and Aquatic Supervisor, Lifeguard, WSI Swim Instructor and Day Camp Counselor at the YMCA of McHenry County in Crystal Lake, IL.

Michael Mims – Program Coordinator (Area Manager) over Fricker Resource Center and Theophalis May Resource Center – Mr. Mims has worked with youth from various backgrounds and abilities throughout his 22 year career. Mr. Mims has worked for the City of Pensacola Parks and Recreation as a Program Coordinator (Area Manager) for five years facilitating youth sports and youth development programming. He holds a B.A. in History from the University of South Alabama. Some of his previous posts in youth programming include Athletic Director for Boys and Girls Clubs of South Alabama, Program staff at YMCA of South Alabama, Executive Director of Tuskegee-Macon County YMCA, and Program Director at Dearborn YMCA. Mr. Mims background in education includes serving as a classroom teacher for children with exceptionalities at the private school Melmark New England in Woburn, MA and as a teacher for 3 and 4 year olds at Tuskegee-Macon County Head Start. In addition to his regular duties with Parks and Recreation Mr. Mims is the head coach for the G.O.A.T. Farm High School Track & Field/Cross Country Team for Fricker Resource Center.

Reba Smith – Program Coordinator (Area Manager) over Cobb and Woodland Heights Resource Centers – Ms. Smith has been employed by the City of Pensacola for 26 years (16 years full-time and 10 years part-time) in the implementation and administration of youth development programs. She has an A.A. degree in Business Administration and Health, Leisure Sports Ms. Smith has coached recreational basketball and tee ball through Cobb and Woodland Heights Resource Center for over 15 years and has been a Youth Bowling Coach through Pensacola Progressive TNBA for 18 years.

Theyuka Thomas – Recreation Supervisor at Woodland Heights Resource Center – Mr. Thomas has 32 years of volunteer coaching experience and 6 years of experience in youth development programming. During his time with the City of Pensacola, he has held the positions of Program Specialist, Assistant Recreation Supervisor and Recreation Supervisor, all at Woodland Heights Resource Center. Mr. Thomas has been an integral team member in building that location's out-of-school time programming planning and organizing after school, summer camps, theater, musicals, poetry, painting, piano lessons and talent shows. In addition to these roles, he has provided community service and mentoring hours for children and youth working with their JPO's and family members to create second chance opportunities. Mr. Thomas also serves on the School Advisory Committee for O.J. Semmes Elementary School and is an ordained pastor with A.M.E. Zion Church serving that ministry for 29 years.

We plan to recruit children through our promotional and marketing efforts which include advertisement in local parent resources and media, Parks and Recreation Playbook activity guides, social media, city website, press releases, email distribution to school district partners and other family service organizations, and on-site at each location. We will also seek approval from the Escambia County School District to promote the program via flyers sent home with students at target schools. Retention will be gained through continuous delivery of the proposed services and excellent service standards.

We will evaluate at least quarterly to determine if program goals are being met or exceeded through site supervisor program evaluations, staff observation, individual surveys of participants and parents, as well as direct communication with schools served regarding effectiveness.

As described in Section B. Program Design and Proposed Services, we intend to partner with other organizations for OST enhancement and curriculum from experts for STEM programming, performing arts education and opportunities, outdoor education and behavioral health services. These partnerships will be managed and evaluated by an Out-of-School Time Coordinator with at least 5 years of experience in after school program administration. These enrichment areas are intended to provide each child with exposure to a variety of skills and interests that will encourage their healthy development into adolescence and encourage life-long habits for successful growth and maturity.

Partner References

Pensacola MESS Hall – Megan Pratt – megan.pratt@pensacolamesshall.org

(877) 937-6377

PPRD intends to partner with the MESS Hall in two locations to provide STEM programming to youth attending after school.

CDAC Behavioral Health Inc. – Denise Manassa – DManassa@cdac.info, (850) 434-2724

PPRD currently partners with CDAC to provide the PATTS curriculum through Project Boost at Cobb Resource Center after school program. We intend to expand services to the Fricker Resource Center after school program with approval of the ECT grant.

Tennis-4-Everyone – Rita Dotson – t4erita@aol.com, (850) 380-5458

PPRD currently partners with Tennis-4-Everyone for tennis instruction and homework assistance at Fricker Resource Center on Monday.

D. Program Measures

We will measure and track progress via in person surveys or questionnaires administered to participants and staff, online surveys to parents, and requests for academic performance from participants' schools to determine whether we are meeting the goals set forth in the application. Quarterly progress reports will be submitted to ECT as well as a final report once the academic year has concluded.

PPRD OST staff will collect data at least once per nine-week grade period in the following areas:

- Program attendance compared to enrollment
- School attendance
- Behavior in program
- Behavior in school
- School grades
- Social and emotional learning (SEL) skills and well being
- Program staff and/or volunteer experiences and satisfaction

Project Goals and Outcomes

RFP#2022-03 / Out-of-School Time Program

Organization Name: City of Pensacola Parks and Recreation Department

Program Name: Play Pensacola Parks and Recreation After-School Program

Goals	**Activities and Timeframe**	**Expected Outcomes**
Goal 1: Provide equitable access to quality after school programming for students in Escambia County.	Timeframe: School year months, January 2023-Dec 2025 Activities: Waive fees for participants with household incomes meeting federal guidelines for free and reduced lunch.	30% increase in overall enrollment of the PPRD After School program. 90% retention rate in students enrolled year to year, except those students who have aged out of the program.
Goal 2: Exposure to performing arts, outdoor education, STEM, and behavioral interventions increases children's knowledge and appreciation for program focus areas.	Timeframe: School year months, March 2023-Dec 2025 Activities: Community partners provide instruction in focus areas on site for participants.	90% of students report increased knowledge and appreciation for subject areas provided, measured by pre-program surveys to post-program surveys on their interest in subjects offered.
Goal 3: Improve student behavior and socialization by reinforcing healthy problem solving and adversity coping skills.	Timeframe: School year months, January 2023-Dec 2025 Activities: CDAC to provide behavior intervention activities that promote healthy conflict resolution and coping strategies. Locations: Cobb and Fricker Center	80% of students participating in Boost program report increased confidence in problem solving and resolving interpersonal issues.
Goal 4: Increase staff knowledge and confidence in providing evidence-based after school programming activity models.	Timeframe: School year months, March 2023-Dec 2025 Activities: At least quarterly training opportunities and in-services offered for all after school staff.	80% of after school staff indicate increased confidence in leading after school activities that enrich children's lives through play and learning.

E. Budget and Cost Effectiveness

PPRD has the physical, intellectual, and financial capabilities to manage and administer this project. We have the financial capacity in place to appropriate and expend funds in advance to be reimbursed by ECT and will follow City finance and purchasing guidelines in all matters related to administering the grant funds received. Once the contract ends, we would seek to continue free access to after school programming to the greatest extent that funding is available and would seek to fund personnel costs through the City's general fund or recreation fund.

PPRD seeks funding from Escambia Children's Trust Out-of-School Time Program RFP#2022-03 to reimburse for direct costs related to delivering the existing after school program to participants meeting federal income guidelines set for free and reduced lunch eligibility. In order to maintain the program for existing participants who may not qualify for fee waiver under the program, we will continue to charge the fees approved by city council with each fiscal year budget.

We receive no other grants to support the proposed project, however we are a beneficiary of a donation from Wells Fargo paid to Feeding the Gulf Coast to provide after school program snacks at no cost to the city. That donation is administered through Feeding the Gulf Coast and we do not track any costs related to it internally.

The proposed OST Coordinator position would be fully funded for the first 3 years by the ECT grant if approved. Once the grant has expired the City of Pensacola would take on the annual cost to support this position's salary and benefits. Anticipated cost would be $54,121.60 salary and $27,894 in benefits the first year. Additionally we would budget appropriately to absorb the cost of part time staffing, currently estimated at $456,699 for the first year and $503,510 in year 3 if the grant is not reopened for a second term.

Staff travel includes local travel for training and administrative duties as well as funding 2 staff attending the annual STEM Conference in Orlando or other trainings that will benefit program participants. There will be minimal costs for printing, postage, and shipping. We do anticipate approximately $900 per year for level II background screenings through the DCF clearinghouse.

Our total request for year 1, beginning January 2023 is $579,810; Year 2 is $606,713; and Year 3 is $635,624.

Only one sub-grant is being requested for CDAC behavioral Health, Inc who will deliver the additional PATTS location for Fricker Resource Center at a cost of $20,121 in Year 1, $30,347 in Year 2, and $31, 374 in year 3.

This grant will have a tremendous impact on our capacity to expand services as described, by being able to afford more training, provide more enrichment and learning opportunities, better pay for staff, and less workload on the same individuals who are already stretched thin. Most importantly it will help us usher in a new era of youth who are inspired to lead their communities with the same knowledge, passion and skills possessed by the caring and devoted staff delivering these programs at the City of Pensacola Parks and Recreation Department today.

APPENDIX 2: ACKNOWLEDGEMENT OF ADDENDA
RFP#2022-03 / Out-of-School Time Program

The Proposer shall acknowledge receipt of any addenda issued to the RFP by completing the table below and including it in the proposal. Failure to acknowledge an addendum that has a material impact on the RFP may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes with specifications, scope of work, delivery time, performance period, insurance, qualifications, etc.

Addendum Number	Date	Signature
Addendum 1	10/25/22	

❑ No Addendum was released

Organization: City of Pensacola Parks and Recreation Department

Signature: Tonya Y. Byrd

Name: Tonya Byrd

Title: Recreation Superintendent

APPENDIX 3: CAPACITY CHECKLIST
RFP#2022-03 / Out-of-School Time Program

An organization must have the infrastructure to manage the requirements associated with a contract prior to receiving Escambia Children's Trust (ECT) funding. This includes having the ability to collect and report data and having the cash on hand to pay for expenses prior to invoicing the ECT using a cost reimbursement model.

Please review the full Request for Proposals prior to applying for ECT funding. Agency infrastructure costs of up to 15% of the total direct expenditures can be budgeted in the administrative/indirect cost budget line.

The following are some of the infrastructure items associated with having the resources to be successful when making application for funding from the ECT. If your agency is not prepared structurally, please contact the ECT for referrals for assistance.

GENERAL ORGANIZATIONAL INFORMATION	YES	NO
Is the organization a 501(c)3 non-profit, governmental entity, or incorporated not-for-profit qualified to do business in the State of Florida?	X	
Do you have an active Board of Directors that meet regularly?	X	
Do you keep minutes of each board meeting?	X	
Can you describe the composition of the Board, and do they have the skills that complement the needs of the organization?	X	
Is the staff of your organization representative of the demographic make-up of Escambia County and/or the client population served?	X	
Are background checks required of all direct service employees?	X	
Do you have an organizational chart that depicts lines of authority?	X	
Does the organization have a website?	X	

INSURANCE REQUIREMENTS	YES	NO
Does your organization have the insurance coverage as referenced in the RFP in place as required to contract with the ECT?	X	

DATA COLLECTION AND REPORTING	YES	NO
Is the organization capable of collecting and reporting on multiple elements of demographic and measurable outcome data if awarded funding from the ECT?	X	
Does the organization have the information technology resources to collect and report on data including the use of internet?	X	
Does the organization use standardized tools or surveys to collect data from consumers?	X	
Does the organization use an evidence based or evidence informed curriculum or practice?	X	
Does the organization currently have dedicated staff to collect and report on outcomes?	X	

FINANCIAL CAPACITY	YES	NO
Does your organization have a budget for the current year?	X	
Does your organization have a budget narrative and summary?	X	
Does your organization have the cash on hand to pay for and invoice the ECT using the cost reimbursement model?	X	
Does your organization have a current audit including a management letter and most recent financial statements?	X	
Does the organization have written financial policies and procedures?	X	
Does the organization have internal controls in place?	X	
Does the organization have a process to approve expenses prior to submitting a reimbursement request?	X	
Does the organization have a financial planning and analysis process?	X	

Tonya Byrd, Recreation Superintendent
Name and Title

11/1/22
Date Completed

Tonya Y. Byrd
Signature

EXHIBIT B
CITY OF PENSACOLA
Out-of-School-Time
Year 3 Performance Measurements
Effective Date: March 1, 2025-May 31, 2026

The Program's performance will be tracked through the performance reporting module in SAMIS for the contract period. The following Participant Level Performance Measurements will be used to assess progress.

- **Measurement:** Identify how success will be measured such as the number/percentage of change, increase, or completion, etc.
- **Value:** Specify the minimum number of the measured impact

Goal 1: Provide equitable access to quality after school programming for students in Escambia County.

Objective	Measurement	Value	Related Indicator(s)
1.1) Enrollment increases for families meeting free and reduced lunch income guidelines.	10% increase in total enrollment annually; 30% by end of grant.	176	School readiness
1.2) Retention of students enrolled in year 1 of free after school program through year 2.	85% retention rate for students from beginning to end of school year.	136	School readiness

Goal 2: Exposure to performing arts, outdoor education, STEM, and behavioral interventions increasing children's knowledge and appreciation in focus areas.

Objective	Measurement	Value	Related Indicator(s)
2.1) Participating youth increase their knowledge of subject areas.	80% of students report increased knowledge and appreciation for subject.	128	School readiness

Goal 3: Improve student behavior and socialization by reinforcing healthy problem solving and adversity coping skills.

Objective	Measurement	Value	Related Indicator(s)
3.1) Participants improve behavioral and interpersonal skills.	80% of students participating in Boost program report increased confidence	128	Youth Mental Health

	in problem solving and resolving interpersonal issues.		

EXHIBIT C

Data Collection Requirements

Providers receiving funds from Escambia Children's Trust (ECT) will enter participant data using the SAMIS case management portal. The source of all participant data required by ECT should be supported and documented in either individual case files or other verifiable source documents or systems, which are subject to inspection and monitoring by ECT.

The provider is responsible for developing, maintaining, and adhering to confidentiality policies and procedures that govern participant files and records, protection of participants' rights, research involving participants served, privacy afforded to participants (when applicable) and release of participant information as per the ECT agreement language and any other legal requirements. These policies and procedures must be incorporated into the provider's policies to protect participant data and prevent accidental or malicious disclosure of participant information.

Provider reports and data required to be uploaded to SAMIS are due on the 15th of the month following the month services were provided unless otherwise specified in the Provider's agreement. For example, reports and data for services provided in January must be submitted via SAMIS by February 15th.

- Demographic data for all participants of programs funded by ECT must be entered into SAMIS (or an alternate, pre-approved data system), regardless of funding unless the collection of aggregate data has been approved by ECT.
- Participants' data should not be entered into SAMIS until they have signed a release of information for ECT or a data sharing agreement between the Provider and ECT exists, unless otherwise specified in the ECT agreement.
- The Provider will maintain in participant files a completed copy of an ECT-approved form for authorizing client consent to release information for each participant receiving services. As allowed by law and Provider policy, the Provider will add ECT to consent forms.
- Participants receiving services will be identified as a child or an adult on the participant profile. Each participant will be assigned a unique record ID. Participants receiving child services shall be identified as a child. A child record should always remain as a child record, even if the child turns 18 during the program enrollment. Participants receiving adult (parent) services shall be identified as an adult.

The following Data Points will be collected for all participants. These data will serve as source documents for reports used to track progress toward deliverables specified in Exhibit B of the provider's agreement, Performance Measurements.

1. Household Size – total number of adults and children in the household

2. Household Income – total annual gross income of all members in the household

3. Head of Household – member of the household who contributes more than half of the household's income or makes most of the household decisions. For a child who resides in a foster home, enter the child's name

4. Number of Adults in Household

5. Number of Minor Children in Household – Household Arrangement – Single Parent- Female Head of Household; Single Parent- Male Head of Household; Dual Parent- Married; Dual Parent- Non-Married Female Head of Household; Dual Parent- Non- Married Male Head of Household; Other-Relative / Kinship Care – Female Head of Household; Other-Relative / Kinship Care – Male Head of Household; Other-Relative / Kinship Care – Married; Other- Non-Relative; No Dependents – Married; No Dependents – Couple, Non-Married; No Dependents – Single Female; No Dependents – Single Male

6. Relationship of Child Participant to Head of Household – Spouse; Biological son or daughter; Adopted son or daughter; Stepson or stepdaughter; Brother or sister; Father or Mother; Grandchild; Parent-in-law; Son-in-law or daughter-in-law; Other relative; Roomer or Boarder; Housemate or roommate; Unmarried partner; Other non-relative; Self

7. Participant Address – Address 1, Address 2, City, State, and ZIP Code

8. Current Living Situation – Have Physical Address; Legally Restricted from Release; Unsheltered; Sheltered; Safe Haven; Institutional Setting; Temporary Housing Situation; Potentially Permanent Housing Situation

9. Home Phone Number

10. Cell Phone Number – for children, this should be the parent's cell phone number

11. Email Address – for children, this should be the parent's email address

12. Referred From / How Did You Hear About This Program

13. First Name, Middle Name, Last Name, Last Name Suffix

14. Date of Birth

15. Gender – Male; Female; Gender Non-Conforming; Trans Male; Trans Female

16. Sex – Male; Female

17. Race – American Indian or Alaska Native; Asian; Black or African American; Native Hawaiian/Pacific Islander; Two or More Races; White

18. Ethnicity – Hispanic, Latino, or Spanish Origin; Not Hispanic

19. Primary Language Spoken at Home

20. Education – the participant's highest level of education should be selected; for adults = Did not graduate high school; High school diploma/GED; Some college; Associate's Degree; Bachelor's Degree; Master's Degree; Doctorate/Terminal Degree; for children = Age 0-5, attending Child Care Center; Age 0-5, attending Family Day Care Home; Age 0-5, not attending Center or Family Care Home; School Age, not currently enrolled; School Age –

select the current grade in which the child is enrolled (if in summer program, denote the grade the child will be entering for the upcoming school year)

21. Student ID Number
22. School Name
23. Start Date – This should be the first day a participant is active within the program
24. Referred To – This field identifies referrals made for the participant throughout the program.
25. Services Type – This field includes the types of services funded, e.g., OST/afterschool, OST/summer camp, early learning care, legal services, healthcare, dental services, academic supports, capacity building, and additional categories as needed
26. Close Date – The last date the participant received services, defined as s face-to-face service, direct phone, voice contact, or telehealth; does not include voice mail, email, or written contact
27. Closing Reason – Completed Program; Transferred to another provider prior to completion of program; Participant withdrew-with notice; Participant withdrew- health problems; Participant withdrew- lack of transportation; Participant withdrew without notice; Participant lost eligibility- aged out; Participant lost eligibility - was arrested/ incarcerated; Participant lost eligibility moved out of service area; Participant lost eligibility - violation of program rules; Participant lost eligibility - lack of progress; Participant died; Reunification; Funding Ended / Site Closed

NOTE: Exceptions to this list must be documented in the Special Conditions section of the provider agreement.

Performance Measurement

- Performance Measures must be collected as specified in the ECT agreement.
- If the agreement between the Provider and ECT requires the collection of data for performance measures, (e.g., surveys, assessments), the Provider must have written procedures to ensure the proper execution of the measure.
- Service and form (e.g., surveys, assessments) dates must be the date that the service or measurement occurred or the date the information was collected. If the measurement cannot be collected, the reason must be documented in the case file.
- All required answers must be completed for all forms.

Program Services/Attendance

- A service or attendance must be entered for all participants to identify the individual and group or program-wide service for which the participant is engaged. Services are entered in SAMIS based off each service interaction.
- All attendance should be entered as soon as possible but no later than two weeks from the date of attendance.

Referrals

Referrals made for participants to other programs should be recorded.

1. No Referral(s) Made: an assessment of needs was completed, and no referral(s) was required. If this selection is utilized no other referral items should be selected.
2. 2-1-1 Northwest Florida: local information and referral service.
3. Adoptions: any private adoption Provider.
4. Adult & Aging: any Provider providing specialized services to adults and seniors.
5. Alcohol and/or Substance Abuse Services: any public or private Provider specializing in the treatment of or prevention of alcohol or substance abuse.
6. Basic Needs Services: any program, public or private, that assists families in meeting their basic needs in times of crisis, needs, or change or any program, public or private, that provides assistance with household items such as food, clothing, dishes, or other household goods.
7. Child Care: any public or private childcare provider.
8. Child Support Enforcement: The Department of Revenue Child Support Enforcement Program.
9. CHNF: any referral to Community Health Northwest Florida
10. Community Based Care Lead Agency: community-based care services (foster care, adoption) that are contracted for by DCF.
11. Counseling Program: any Provider, public or private, that provides counseling to individuals, families, groups including programs that provide services to the terminally ill and/or grief services to surviving family members.
12. Dental Services: any dentist for dental services.
13. Developmental Evaluation and Intervention Services: evaluation and treatment for children with suspected or identified developmental delay or neuromuscular impairment or any community Provider that deals with developmental disabilities in children (for example, mental or physical handicaps).
14. Disabilities: agencies specializing in services to people with disabilities defined as temporary or permanent reduction in function, usually a result of a physical or mental condition or infirmity. NOTE: Agencies that specialize in treating developmental disabilities should be entered under “Developmental Evaluation and Intervention Services”.
15. Domestic Violence Services: any Provider specializing in providing services to perpetrators or victims of domestic violence (including crisis sheltering).
16. Education: any academic program offered by any public or private school (including credit or non-credit courses, adult education, Special Education, and English for Speakers of Other Languages – ESOL).

17. Employment Assistance/Job Training: any Provider, public or private, specializing in vocational training or employment related services for non-handicapped persons including Florida's Provider for Workforce Innovation program.
18. Faith-based Organization: organizations that provide social services, or religious or spiritual activities as part of their affiliation with a religious group, not including faith based parochial schools. NOTE: Referrals to a parochial school should be identified as "Education."
19. Family Support Services: any program, public or private, that assists families in meeting their basic needs in times of crisis, needs, or change or a program that provides funds for emergency needs such as rent or utilities.
20. Financial Management/Debt Counseling/VITA: any program, public or private, that specializes in services that help people manage money, develop budgeting skills, or assist with debt management or tax preparation.
21. FL Dept of Children & Families (DCF): referred to any division of DCF including the Adult Services, Developmental Disabilities, Economic Services, Family Safety or Substance Abuse or Mental Health divisions.
22. FL Dept of Health: any referral to the Florida Department of Health / Escambia County Health Department.
23. Florida Abuse Hotline: The Florida Abuse Hotline accepts reports 24 hours a day and 7 days a week of known or suspected child abuse, neglect, or abandonment and reports of known or suspected abuse, neglect, or exploitation of a vulnerable adult. To make a report you can a) Report online at https://reportabuse.dcf.state.fl.us/, b) Call 1-800-962-2873, c) Use 711 for Florida Relay Services, or d) Fax your report to 1-800-914-0004. If you suspect or know of a child or vulnerable adult in immediate danger, call 911.
24. Housing: any program that provides non-crisis related short or long-term housing services.
25. Juvenile Justice: referred to any court with jurisdiction over juveniles, any Provider that serves youth involved with the justice system or any referral to any office or employee of the Florida Department of Juvenile Justice.
26. Legal Services: a Provider or program that provides legal advice or services or any licensed attorney, private law firm, or public defender.
27. Medical Services: any clinic, family physician, radiologist, ophthalmologist, optometrist, hospital, emergency room, or any health service provider excluding mental health service providers. Mental health service providers should be entered under "Mental Health Services" below.
28. Mental Health Services: any public or private organizations concerned with meeting the needs of the mentally ill or those vulnerable to mental illness or a privately practicing professional who provides guidance or problem-solving advice.
29. Neighborhood Family Center: A place in a neighborhood where families come together to meet each other, have fun together, learn together, and support each other.

30. Parenting Education: a program that provides information, resources, and or tools to promote change that improves the lives of children by supporting parents and caregivers.
31. Parent University: a specific parenting education program offered in Escambia County.
32. Recreation Program: any public or private recreation program or center.
33. Refugee/Immigrant Services: any public or private Provider specializing in services to refugees or immigrants.
34. Respite Care: a service that provides periodic relief for the family or primary care giver.
35. Shelter Services: crisis related temporary safe housing services (for example runaway or homeless) excluding domestic violence shelters which should be entered as Domestic Violence Services.
36. Support Group: a program that organizes and provides resources, peer support, and guidance to a group of people with common goals or issues.
37. Vocational Rehabilitation Services: any Provider public or private that offers training to participants who are mentally or physically disabled so they can do useful work and become more self-sufficient.
38. Youth Development Program: programs designed to support, guide and challenge young people. They are characterized by providing youth with opportunities for meaningful participation and service to others. These programs provide youth with opportunities to explore and develop values, interact with caring adults, and form considerate relationships with their peers.

Exhibit D

Project Budget

Organization Name: City of Pensacola Parks and Recreation Dep

Project Name: PPRD Free After-School

Project Budget Period: 03/01/25 to 05/31/26 — **3/1/25 - 7/31/26**

Complete this form using MS Excel.

- Submit the proposed project budget using this form **ONLY** along with your proposal narrative.
- Include all revenue and expenses for the proposed project. Net income should equal zero ($0).

	Year 3 New request (3/1/25 - 2/28/26)	Year 3 Extension 3/1/26 - 5/31/26	Year 3 Summer Extension 6/1/26 - 7/31/26	Total
Revenue				
ECT Request	$ 540,041.00	$ 115,246.85		$ 655,287.85
Total Revenue	$ 540,041.00	$ 115,246.85	*$ -*	$ 655,287.85
Expenses				
Personnel (Salary and Wages)	$ 270,501.00	$ 90,501.00		$ 361,002.00
Benefits (Insurance, Retirement, Taxes, etc.)				$ -
Legal Services				$ -
Accounting & Auditing				$ -
IT Services				$ -
Other Professional Services/Contract labor	$ 900.00	$ 150.00		$ 1,050.00
Lease/Space Rental				$ -
Utilities (elctricity, water, etc.)				$ -
Telephone				$ -
Internet				$ -
Directors & Officers Insurance				$ -
Liability Insurance				$ -
Property Insurance				$ -
Auto Insurance				$ -
Staff Travel (Local, Out-of-County, etc.)	$ 4,000.00	$ 300.00		$ 4,300.00
Freight and Postage	$ 25.00			$ 25.00
Printing & Binding	$ 1,000.00	$ 150.00		$ 1,150.00
Advertising and Marketing				$ -
Office Supplies (Items < $5,000)				$ -
Subscriptions or Membership fees				$ -
Software or Apps				$ -
Professional Development	$ 6,000.00	$ 500.00		$ 6,500.00
Equipment (Items > $5,000 each)				$ -
Fingerprinting and Background checks				$ -
Food and Snacks	$ 30,000.00	$ 1,400.00		$ 31,400.00
Client/Participent Transportation				$ -
Sub-grants to Partner Organizations	$ 30,121.00	$ 4,745.85		$ 34,866.85
Participant incentives	$ 1,700.00			$ 1,700.00
Building Maintenance				$ -
Volunteer Training				$ -
Program Supplies	$ 167,900.00	$ 15,000.00		$ 182,900.00
Vehicle Purchase				$ -
Field Trips				$ -
Direct Client Assistance				$ -
Match Payments				$ -
Life Skills Programming	$ 27,894.00	*$ 2,500*		$ 30,394.00
Total Direct Expenses	$ 540,041	$ 115,247	$ -	$ 655,287.85
Indirect expenses (state % used)				
Total Expenses	$ 540,041	$ 115,247	$ -	$ 655,287.85
Net Income	$ -	$ -	$ -	$ -

City of Pensacola Afterschool Program Year 3

Attached is the City of Pensacola Parks and Recreation's outlined Project Budget for the period of 03/01/25-05/31/26. We will be utilizing the grant in a couple of different ways this next budgeted year and extension.

Personnel- The budget for Personnel has been adjusted to accommodate the afterschool staff that will be utilized for year 3, along with allowing the OSTC for the City of Pensacola to enhance and create programming through the months of June and July. We are increasing the livable wage of the afterschool counselor to seek applicants with more suitable backgrounds.

Life Skills Programming- The category of Life skills programming has been added. This would be programming with items for the kitchen to do cooking skills or Hygiene skills (Getting toothbrushes, toothpaste, Hairbrushes, deodorant, etc.,) Safety and emergency skills (Programming for what to do in case of an emergency or basic first aid), Play-Based Daily Living skills (Cooking Challenges, Dress up, Doing Plays, Creating a "Fast Food-ordering area"), and giving access to the workforce including Job Fairs or having professionals in their job fields come in to talk about their careers to all ages K-5th.

Program Supplies-There has been an increase to the Programming supplies area to create a more structured based curriculum in the centers. This will include more SEL (Social Emotional Learning), movement-based learning in all areas and the creation of premade curriculum bins, allowing the staff to plan their schedules out more efficiently or at moment's notice to adapt to change quickly. These bins with also be utilized in creating station learning in centers to allow for time managed programming and the ability to allow learning to take place on different levels of either similar or new material. This will be anywhere from learning math skills while playing with beach balls to learning how to use skills to play a sport-based game. The use of monthly/weekly theme planning with be done to include reading materials that will be incorporated in the theme planning. All areas of education will be taking place in centers (Math, Sciences, Social Studies, ELA, Arts and Music) with thoughtful programming to incorporate these areas. The creation of a more structured homework/tutoring time for all students with leveled based or modified to the abilities of all children K-5. Data will be kept on this in the form of a folder that the children will use to keep their center work in. We will be incorporating more STEAM based programming along with applying for the ECT CARE Grant to create more intentional

STEAM programming for all age groups K-5, including modifications for children who need additional understanding. Each portion of STEAM will have a manipulative of some design that children will be able to take with them so that their STEAM learning will continue outside of the center. Data will be kept on this in the form of an entrance and exit question to check for learning and understanding.

Professional Development-The area of Professional Development has been increased as well to allow for more useful training and tools for the entire staff that works in the Afterschool program. We will be looking at attending conferences and having outside related professionals come in to offer insight in areas such as program and planning, behaviors, mental health, Autism and other related topics.

Food and Snack-The category of Food and Snacks has been increased to accommodate the food and cooking that will be used in the Life Skills Programming. We will also be looking at creating a healthier approach to our snacks in centers.

Participant Incentives-The area of participant incentives has been increased to allow for potential scholarships to such camps as the National Flight Academy for our children who are in the age range of 11-12yrs. We will be creating a protocol and guidelines as to what will be needed for a child to be eligible for any or all the incentive category.

Printing and Binding- Printing and Binding will be increased as well to allow for the additional supplies that the OSTC for The City of Pensacola will be using to create programming and curriculum. Ex. Laminating sheets, ink, and printer paper.

The remaining categories will all remain the same. **Postage, Other Professional Services and Sub-grants** as we look forward to continuing our relationship with CDAC.

Job Classification: **Out-of-School Time Coordinator**
Job Code **4120**

Minimum Preparation for Work:

- ✓ Graduation from an accredited college or university with a Bachelor's Degree in recreation, leisure services, education, parks administration, hospitality or a related field and;

- ✓ Three (3) years' experience with the implementation of children and/or youth programs and activities in afterschool and/or summer camp settings.

  Or

- ✓ Combination of education, training, and/or work experience equal to or greater than the requirements listed above as determined by Human Resources.

Necessary Special Requirements:

- ✓ Possession of an appropriate driver license for equipment operated and any license, training or certification required by law or regulation to complete assigned tasks.

- ✓ Completion of minimum of eight (8) hours of Special Needs Training.

- ✓ Must be able to successfully pass Level 2 criminal background check and local law.

- ✓ Must possess or obtain American Red Cross CPR/First Aid certification, within three months of employment.

Nature of Work:

This is professional after school children resource management work in the Parks and Recreation Department for the City of Pensacola.

An employee in this class is responsible for planning, organizing, implementing, coordinating, and controlling services of the Parks and Recreation Community Center After School/Summer Education Resource Programs. This employee will be required to make highly independent decisions and use great discretionary judgment. Tasks include, but are not limited to creating program budgets, creating and implementing program policies and procedures, creating educational curriculum suitable for classroom ages K-12, dealing with situation that are highly sensitive and complex in nature while maintaining great professional ethics and composure, procurement, ensuring the program offers a safe and nurturing environment, managing and evaluating staff on a highly professional level, collecting and reporting data required for grant maintenance, and managing multiple center operations in a professional manner.

The coordinator will have oversight of multiple Pensacola Community Centerafterschool programs which include programs dealing with children with specialized needs, and will be required to operate all programs within these centers in conformance with institutional regulations and state provisions. This position is a direct report to the
Out-of-School Time Coordinator (continued)

Recreation Division Manager and works collaboratively with Recreation Center Coordinators. Work is evaluated based on observed and attained results.

Examples of Work:

- Facilitates, plans, collaborates, and coordinates children's educational programs and activities.
- Ensures that centers and staff conform to federal, state, and local rules, and regulations.
- Works closely with the grants management office on reporting and compliance of all grant awards related to the afterschool program.
- Develops and implements program operating policies and activities to include creating cost estimates for future program needs and operations.
- Recruits children for the afterschool programs while maintaining accurate records on children enrolled in the program to include their development, attendance, immunizations, and general health in addition to conducting program registration and maintenance of appropriate files and waiting lists.
- Prepares reports as needed to ensure the safety and well-being of all children within the facilities.
- Confers with parents on a regular basis to discuss the developmental progress of children enrolled in the program as well as any associated concerns of the after-school program staff related to the child.
- Manages purchases and inventory of all equipment, supplies, and materials to ensureadequate resources for the effective execution of after school program facilities.
- Prepares administrative reports which include attendance records, pre and post activity surveys and results, grant reporting documents, and feeding program documentation.
- Directs the organization and implementation of special activities such as special events, educational enrichment with outside agencies, and other activities outside of daily routine.
- Ensures that proper handling of grievances and problems encountered by staff are resolved or referred to the appropriate City entity for resolutions.
- Performs other duties as assigned.

Knowledge, Skills and Abilities:

- Knowledge of the City of Pensacola’s rules and regulations policies and procedures.
- Knowledge of federal, state, and local rules, regulations, and licensing requirements including After School Care and playground program accreditation requirements and teacher credentials required for the effective and efficient management of a childcare facility.

- Knowledge of Americans with Disabilities Act (ADA), as well as developmentally appropriate practices to include behavior modification theories and practices relating to the proper care of school age children.
- Knowledge of budget management, cash handling procedures, and best business practices regarding daily operations of a childcare facility.
- Knowledge of grant reporting to ensure all requirements are being met, including but not limited to, executive summary, background, project description, results and impact, financial summary, challenges and lessons learned, future plans, and acknowledgements.
- Ability to plan, organize and conduct school age programs through the development, training, and evaluation of program staff in preparation and implementation of childcare programs and activities.
- Ability to administer CPR and First Aid in compliance with program facility requirements.
- Ability to plan, coordinate and facilitate various programs and activities suitable for all program participant ages, genders, backgrounds and education levels.
- Ability to implement safety procedures as needed to remain compliant with established rules, regulations, and mandates associated with facility and programmanagement.
- Ability to prepare and maintain accurate reports and records associated with the program's daily operations.
- Ability to communicate tactfully and effectively with children, staff, parents and the general public both orally and in writing to convey department information and resolve conflict. Ability to establish and maintain effective working relationships with program staff, participants, parents, partner agency staff, and the general public.

The mental and physical demands and the work environment characteristics described below are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Mental and Physical Requirements:

While performing the duties of this job, the employee is regularly required to use hands and fingers to hold or feel, reach with hands and arms, walk, talk and hear. The employee is occasionally required to stand, sit, climb, balance, stoop, and crouch. Specific vision abilities include near distance, far distance, color and peripheral vision, and depth perception.

Work Environment:

Work is primarily sedentary in nature and performed in an office environment. The noise level in the work environment is usually moderate. Some jobs may require an employee to be exposed to outside weather conditions, wet and/or humid.

This description is not intended to be, nor should it be construed as an all-inclusive list of responsibilities, skills or working conditions associated with the position. It is intended to accurately reflect the activities *and requirements of the position, but duties may be added, deleted, or modified as necessary. This description does not constitute a written or implied contract of employment.*

Est. 03/05/2025

Exhibit F

Program Enrollment Form

ESCAMBIA CHILDREN'S TRUST
Our Children. Our Community. Our Future.

Primary Parent or Guardian Contact Information

First Name: ______________________________

Last Name: ______________________________

Phone Number: ______________________________

Email Address: ______________________________

Household Information

Address: ______________________________

City: ______________________________

State: ______________________________

Zip Code: ______________________________

Household Arrangement - Select the arrangement that best suits the participant

1. Dual Parent
2. Single Parent - Male
3. Single Parent - Female
4. Grandparent
5. Other - Relative
6. Other - Non -relative
7. Foster Parent
8. Other

Number of Children in Household: ______________________________

Number of Adults in Household: ______________________________

Continue to next page to enter Participant Information

Program Participant Information

First Name: ______________________________

Last Name: ______________________________

Date of Birth: ______________________________

Gender:

1. Male
2. Female
3. Non-binary

Race:

1. White
2. Black or African American
3. American Indian or Alaskan Native
4. Asian
5. Native Hawaiian or Other Pacific Islander
6. 2 or more Races
7. Other

Ethnicity:

1. Hispanic or Latino
2. Not Hispanic or Latino

School Information

Name of Current School: ______________________________

Participant’s School Grade: ______________________________

Participants Student ID: ______________________________

Other Required Information from Exhibit C

- How is the participant qualified to participate in your program

    1. Income—qualifies for governmental assistance (type of assistance will be entered in SAMIS)
    2. Participant is in need or at-risk (list is in SAMIS)

Other Information That Can Be Entered in SAMIS

- Does the household have another phone number or do they have an email address?
- Does the participant have their own email or phone?
- Does the participant have another parent or guardian in another household? If so what is their contact information?
- Is the household English proficient?
- Did your program refer the participant to any other services or programs?
- How did the participant hear about your program?

CONSENT AND WAIVER TO TRANSPORT CHILD

I authorize ____ to transport my minor child, ______________________________, driven by an individual authorized by __________________________________. I understand my child is expected to follow the directions provided by the driver and/or staff or volunteer.

I understand and have discussed with my child:

- My child will travel in a motor vehicle driven by an adult and my child is to wear their safety belt, or to be seated in a child safety seat appropriate for my child's age, during travel.
- My child is expected to listen to supervising staff/driver, respect staff and other children, in the vehicles they ride in, and the people they travel with during the trip.
- Riding in a motor vehicle may result in personal injuries or death from accidents, collisions or acts by the riders, other drivers, or objects; and,
- My child is to remain in their seat and not be disruptive to the driver of the vehicle.

I recognize by participation in this activity, as with any activity involving motor vehicle transportation, my child may risk personal injury or permanent loss. I hereby attest and verify that I understand the potential risks, and I have full knowledge of the risks involved in this activity, and I assume any expenses incurred in the event of an accident, illness, or other incapacity, regardless of whether I have authorized such expense.

I release any claim on ____________________________ or the Escambia Children's Trust and their employees and volunteers from any claim that I could bring on my child's behalf with regard to any damages, demands or actions whatsoever, in any manner arising out of this transportation. I have read this entire waiver and authorization form, I fully understand its terms and conditions, and I agree to be legally bound by its terms.

I certify that I am the parent or legal guardian of the above-named participant. On behalf of myself, I have read the above agreement, I understand the contents of this Acknowledgement of Risk and Waiver of Liability, assent to its terms and conditions, and sign this Acknowledgement of Risk and Waiver of Liability of my own free act. I acknowledge that my child and I have agreed to the terms and conditions of my child's participation in the ACTIVITY, and I hereby give my consent to participation by my child in the ACTIVITY, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the program and the Escambia Children's Trust from and against all claims, demands or suits that I or my child has or may have.

I HAVE READ THIS CAREFULLY AND KNOW IT CONTAINS A RELEASE

Name of Parent/Guardian ______________________________ Signature of Parent/Guardian ___________________________ Date:______	Name of Student _________________________________ Signature of Student: _________________________________ Date: ______

This waiver will be valid for 365 calendar days from the date of the most recent signature.

FOREIGN COUNTRY OF CONCERN AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF ________)

I, ________________________________ (insert name) being duly sworn, state under oath:

1. I am a duly authorized representative of ______________________________ (insert name of vendor).
2. Under penalty of perjury, I attest and affirm that _________________________(insert name of vendor)
    a. Is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes. (People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic)
    b. The government of a foreign country of concern does not have a controlling interest in __________________________ (insert name of vendor)
    c. __________________________(insert name of vendor) is not organized under the laws of, or has its principal place of business in a foreign country of concern.

FURTHER AFFIANT SAYETH NOT.

Date: _____________, 2025.

____
(Signature)

Subscribed and sworn to before me this _____ day of _______ 2025.

____
Signature of Notary

________________________________ (print name), Notary Public

Commission Number:
My Commission Expires on ________________(insert date)

Affix Notary Seal

EXHIBIT I

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF ________)

I, ____________________________________(insert name) being duly sworn, state under oath:

1. I am a duly authorized representative of _____________________________ (insert name of vendor).
2. Under penalty of perjury, I attest and affirm that ________________________(insert does not use coercion as defined in section 787.06(2)(a), Florida Statutes to employ any person for labor or services.
3. This signed attestation is provided to ______________________ (insert name of district/governmental entity) to comply with section 787.06(13), Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

Date: _______ , 2025.

____
(Signature)

Subscribed and sworn to before me this _____ day of ___________ 2025.

____
Signature of Notary

________________________________ (print name), Notary Public

Commission Number:
My Commission Expires on _____________(insert date)

Affix Notary Seal

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 25-274 | Agenda Conference | 3/24/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-13 - YEAR 3 AGREEMENT WITH ESCAMBIA CHILDREN'S TRUST FOR OUT-OF-SCHOOL TIME GRANT - AFTER SCHOOL PROGRAMMING AT CITY RESOURCE CENTERS

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-13.

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 #3: Support for Youth Experiences.

The City of Pensacola Parks and Recreation Department shall use the grant funding to offer free after-school programming for K-5 students meeting federal income criteria at four existing program venues, including: E.S. Cobb Resource Center, Fricker Resource Center, Gull Point Resource Center, and Woodland Heights Resource Center.

PRIOR ACTION:

On May 25, 2023, the City Council approved the acceptance of the Escambia Children's Trust Grant Agreement to offer free after-school programming for K-5 students meeting federal income criteria at four existing program venues, including: E.S. Cobb Resource Center, Fricker Resource Center, Gull Point Resource Center and Woodland Heights Resource Center. The initial term of the Agreement was for a period of one (1) year and eligible for an annual renewal for a maximum of three (3) years. This renewal is for the third year of a maximum three-year period.

April 22, 2024 - City Council approved Year 2 renewal agreement for PPRD After School.

FUNDING:

Budget: $655,288.00 Escambia Children's Trust

Actual: $655,288.00

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will appropriate the Escambia Children’s Trust Grant Funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Ben Heistein, Parks and Recreation Director
Tonya Byrd, Assistant Parks and Recreation Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-13
2. Supplemental Budget Explanation No. 2025-13

PRESENTATION: No

RESOLUTION
NO. 2025-13

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	Contributions & Donations	93,031
Amended To Read:	Contributions & Donations	748,319
As Reads	Personnel Services	1,142,451
Amended To Read:	Personnel Services	1,797,739

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

MARCH 2025 - SUPPLEMENTAL BUDGET RESOLUTION - AGRMT RENEWAL BETWEEN ESCAMBIA CHILDREN'S TRUST & CITY OF PENSACOLA - Explanation - RES NO. 2025-13

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Contributions & Donations	655,288	Increase appropriation for Contributions & Donations - Agrmt Renwal Between Escambia Children's Trust & City of Pensacola
Total Revenues	655,288	
Appropriations		
Personnel Services	655,288	Increase appropriation for Personnel Services
Total Appropriations	655,288	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-323 | Agenda Conference | 3/24/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

REVISED - APPROVAL OF LEASE AGREEMENT WITH THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES FOR PORT OF PENSACOLA WAREHOUSE #8

SUMMARY:

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

The lease supports the City's broader goals of fostering educational partnerships while maintaining economic growth and industrial activity at the Port of Pensacola.

The University of West Florida (UWF) Board of Trustees approached the City of Pensacola with a proposal to lease 15,000 sq. ft. of Warehouse #8, a 45,000 sq. ft. facility at the Port of Pensacola, to expand its science, technology, and engineering programs. The leased space will be used for course instruction, research, and development activities that align with the Port's maritime and economic development initiatives.

Under the terms of the lease, UWF will pay a one-time, non-refundable rent payment of $1,413,846 in exchange for occupancy of the space for 15 years. UWF will be responsible for all operational costs, including utilities, maintenance, and janitorial services.

If UWF elects to terminate the lease, it may do so with 90 days' notice, but no portion of the rent will be refunded. The City also retains the right to relocate UWF to a comparable space at the Port with 60 days' notice, with all moving costs reimbursed by the City.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

The City will receive a one-time rent payment of $1,413,846, and UWF will assume responsibility for all operational costs associated with its use of Warehouse #8. The City may also incur costs associated with relocation if necessary.

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Thomas Coggin, Interim Port Director

ATTACHMENTS:

1. UWF Lease at Port
2. REVISED - UWF Lease at Port

PRESENTATION: No

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is made and entered into this ____________________________ (the "**Effective Date**") by and between THE CITY OF PENSACOLA, a Florida municipal corporation (hereinafter referred to as "**Lessor**") and THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES, a Florida public body corporate (hereinafter referred to as "**Lessee**").

WITNESSETH:

WHEREAS, Lessor is the owner of that certain approximately 55 acres of land located at or about 700 S. Barracks Street, Pensacola, Florida, comprising the Port of Pensacola ("**Land**"), along with that certain building and related improvements situated on the Land commonly referred to as Warehouse 8 (the "**Building**"); and

WHEREAS, Lessee is a university within the Florida State University System, a Florida public body corporate, a sovereign entity, and an institution of the State of Florida; and

WHEREAS, Lessee desires to grow its science, technology and engineering programs and related course instruction, research and development, and the Land presents a location to do so while supporting and promoting Lessor's maritime and economic development goals at the Port of Pensacola; and

WHEREAS, resultantly Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Premises (defined below) for the use, upon the terms, and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Lessor and Lessee hereby agree as follows:

Section 1. **<u>Recitals</u>.** The recitals set forth above are hereby acknowledged by Lessor and Lessee as true and correct and are incorporated into the body of this Agreement by this reference.

Section 2. **<u>Description of Leased Premises</u>**

Upon the terms and subject to the conditions set forth in this Lease, and subject to all liens, easements, restrictions and other claims or encumbrances of record, Lessor, in exchange for the payment of rent and the performance of the promises made by Lessee in this Lease, leases to Lessee, and Lessee agrees to rent from Lessor the following:

(a) That certain portion of the Building comprising Bays N1-N16 and S1-S9, being approximately 15,000 square feet and more particularly depicted in <u>Exhibit A</u> attached hereto and made a part hereof by reference ("**Warehouse Space**"); and

(b) Five motor vehicle parking spaces located at or about the Land and, to the extent reasonably practicable in Lessor's sole discretion, adjacent to the Building ("**Parking**" and, collectively with the Warehouse Space, the "**Premises**"). Such Parking is relocatable in Lessor's reasonable discretion upon written notice to Lessee.

Section 3. <u>Term of Lease</u>

(a) Subject to the terms of this Lease, Lessee shall have the right to occupy and use the Premises for a term of 15 years commencing on April 1, 2025 (the "**Commencement Date**") (the "**Term**"). On the Commencement Date, the current short-term lease agreement between the parties dated on or about July 19, 2024, will automatically terminate without further action of the parties.

(b) Lessee may terminate this Lease, without cause, upon 90 days' written notice to Lessor. Notwithstanding any such termination, there shall be no refund of any portion of the Base Rent (defined below) to Lessee.

Section 4. <u>Rent</u>

(a) In exchange for Lessor's entry into and performance under the terms of this Lease, Lessee agrees to pay Lessor "Base Rent" in the amount of $1,413.846. Such Base Rent shall be paid via a single payment delivered to Lessor on or before the Commencement Date at the office address of Lessor set forth in Section 25. The parties understand and agree that such Base Rent payment is made in consideration of Lessor's entry into this Lease and is not contingent, including, without limitation, upon Lessee's use or occupation of the Premises for all or any portion of the Term. To that end, the Base Rent is deemed fully earned by Lessor upon receipt and shall be entirely non-refundable to Lessee. Additionally, Lessee promises to pay Lessor such amounts as may otherwise become due and payable to Lessor under this Lease, including without limitation, those amounts as determined under Section 5, Section 10, and Section 13.

(b) The term "Rent" shall include all payments and charges made or incurred pursuant to this Section 4, including, without limitation, the Base Rent, applicable sales or use taxes, and all other additional rent or any other charges due from Lessee to Lessor under this Lease.

Section 5. <u>Taxes</u>

(a) Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained in the Premises. When possible, Lessee shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessee shall pay the taxes attributable to Lessee not less than 10 days prior to the delinquency date for payment of such taxes.

(b) Lessee shall pay or reimburse to Lessor any sales or use tax imposed by applicable Florida law on the Rent or any other amounts due under this Lease.

(c) Notwithstanding the provisions of this Section 5, it is understood that as of the Effective Date Lessee is a public body corporate of the State of Florida, and, as such, is currently entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation.

Section 6. Use of Premises

(a) Lessee shall use the Premises for course instruction and related research and development in the fields of science, technology and engineering and uses ancillary thereto and for no other use without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion.

(b) Lessee agrees to use the Premises in compliance with all documents of record and all applicable laws, regulations, and ordinances, including, without limitation, all rules and regulations promulgated by Lessor from time to time in relation to the Land and the operations of the Port of Pensacola.

(c) Lessee agrees not to commit or allow to be committed any nuisance or other act against public policy at or about the Premises. Lessee agrees not to deface or damage the Premises in any manner or overload the floors of the Premises.

Section 7. Alterations

With the exception of improvements that are required to satisfy Lessee's obligations under Section 11 below that are made in strict accordance with the terms and conditions of this Lease, Lessee shall make no exterior or interior alterations, changes or improvements in or to the Premises without the prior written approval of Lessor, which approval shall not be unreasonably withheld. Any such alterations, changes or improvements so approved by Lessor shall be made by Lessee at its sole cost and expense and shall be accomplished in a good and workmanlike manner in compliance with all applicable laws and building regulations. Except as otherwise agreed by Lessor in writing, only the portable bathrooms, portable office space, signage, casework, furnishings, equipment, machinery and trade fixtures installed in the Premises by Lessee and paid for by Lessee shall remain the property of Lessee and may be removed by Lessee upon the termination of this Lease; provided, however, that Lessee shall promptly repair all damage caused by the installation and removal thereof and provided further that Lessee shall have fully performed all of the covenants and agreements to be performed by Lessee under the provisions of this Lease.

Section 8. Quiet Enjoyment

Lessor hereby covenants with Lessee that upon the performance by Lessee of the agreements herein set forth, Lessee may quietly hold and occupy the Premises without any interruption by Lessor or persons claiming through or under Lessor.

Section 9. Right to Entry

Lessee shall permit Lessor and Lessor's representatives and independent contractors at any time during usual business hours (or after hours if reasonably deemed necessary by Lessor) to enter the Premises for the purpose of inspecting same, making repairs, removing alterations and additions not in conformity with this Lease, and exhibiting the property for sale, lease, appraisal, or mortgage.

Section 10. Utilities and Janitorial Services

Lessee shall arrange for delivery of and payment for all water, sewer, gas, heat, electricity (including without limitation electricity for exterior lighting), power, steam, telephone or other desired utilities and services to the Premises, together with any taxes thereon, and shall, at its sole expense, cause all such utilities to be separately metered. Lessee shall also be responsible for all janitorial services to the Premises.

Section 11. Possession and Maintenance

Lessee acknowledges that Lessee has inspected the said Premises and accepts it and all improvements, equipment and machinery in the condition that exists as of the date hereof with no obligation of Lessor to make any improvements, repairs, or replacements thereto. Lessee shall, at all times, keep the Premises (which, for the purposes of this Section 11 shall include but not be limited to all partitions, doors, flooring, fixtures, mechanical equipment, plumbing and electrical facilities, heating, ventilating, and air conditioning that directly serve the Warehouse Space, Parking, and all interior non-structural elements of the Premises, but shall not include the roof, foundation, walls or other structural elements of the Premises nor any elements of the Building that are not part of the Warehouse Space) in good order, condition and repair with all appropriate maintenance and replacement as shall be necessary to comply herewith, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital, or noncapital, or the fault or not the fault of Lessee its agents, employees, invitees, visitors, and contractors, all at Lessee's sole cost and expense. In pursuance of this obligation of maintenance, Lessee agrees to cause the Premises to comply with all laws and ordinances and all valid rules and regulations of any federal, state, municipal or other public authority having jurisdiction in the Premises and further agrees to make all repairs, restorations, and replacements as is necessary in connection with the same and in the same quality and class equal to the original work or installations, and to conduct its business in the Premises in all respects in a dignified manner and in accordance with high standards of business operation and in compliance with all applicable laws, regulations and ordinances.

Should Lessee fail to perform any of its obligations under this Section 11 for a period of 30 days after written notice from Lessor, then Lessor shall have the right, but not the obligation, in addition to and without waiving its rights under Section 20 below, to enter onto the Premises and perform such obligations and assess the cost thereof to Lessee, which cost will accrue interest at nine percent (9%) per annum from the date of the notice of written assessment to Lessor until paid.

Section 12. <u>Force Majeure</u>

All time deadlines in this Lease are subject to extension for delays caused by force majeure. The term "force majeure" as used in this Lease shall include acts of God, weather events, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials, acts of public authorities, and any other causes, whether or not enumerated in this Section 12, which causes are beyond the control of the party required to perform.

Section 13. <u>Liability, Indemnity and Insurance</u>

Each party assumes any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from, or attributable to, the negligent acts or omissions of that party and its officers, employees and other agents while acting within the course and scope of their employment or agency. Nothing contained in this Lease shall be construed or interpreted as denying either party or any state entity any remedy or defense available under the laws of the State of Florida; the consent of either party to be sued; or a waiver of sovereign immunity of either party beyond the waiver provided in Section 768.28, Florida Statutes.

Lessee is a self-insured entity with a general liability risk management program, including the administration of general liability claims, settlement of claims, a claims prevention program, and trust fund pursuant to Florida law. Lessee agrees to secure and keep in full force and effect and throughout the term of this Lease, at Lessee's sole cost and expense, the insurance program pursuant to Florida law. Upon the request of Lessor, Lessee will provide Lessor with proof of self-insurance.

Section 14. <u>Liens</u>

Notwithstanding any contrary provision in this Lease, the interest of Lessor in the Building, Premises and Land shall not be subject to statutory construction liens arising by reason of improvements made by Lessee, and Lessee shall have no authority to create liens for labor or material on or against Lessor's interest in the Building, Premises or Land.

Section 15. <u>Damage by Fire or Other Casualty</u>

(a) If the Building or the Premises are damaged to such extent that rebuilding to substantially the same condition which existed prior to the damage cannot reasonably be completed substantially within 270 working days after Lessor's receipt of written notification by Lessee of the damage, or if the damage to the Building or Premises occurs during the last 12 months of the Lease Term and Lessee is unable to use the Building or Premises by reason of such damage or destruction, then this Lease may be terminated by either Lessor or Lessee by such party giving written notice of termination to the other party within thirty (30) days of the occurrence of such damage, and, in such event, all insurance proceeds, shall be paid to Lessor. Notwithstanding the foregoing and to be clear, if Lessee's Improvements as described in Section

38 are damaged, any insurance proceeds paid by Lessee's insurer(s) on those damages belong to and will remain with Lessee.

(b) If following damage or destruction to the Premises or Building, this Lease is not terminated pursuant to paragraph (a) above, then the insurance proceeds shall be paid to Lessor and Lessor shall then proceed with reasonable diligence to rebuild and repair the Premises and Building to substantially the same condition in which they existed prior to the damage. Lessor's obligation to rebuild or restore under this paragraph shall be limited to restoring the Premises and Building to substantially the condition in which the same existed prior to the damage. Notwithstanding anything herein to the contrary, if the insurance proceeds paid to Lessor are not sufficient to restore the Premises, as determined by Lessor, in its reasonable discretion, then Lessor may terminate this Lease by written notice to Lessee.

(c) If Lessor terminates this Lease under the provisions of this Section 15, then Lessor shall, if and to the extent reasonably available, as determined by Lessor in its reasonable discretion, and with the consent of Lessee, relocate Lessee to similar premises owned by Lessor for the remainder of the Term. "Similar premises" are premises then-owned by Lessor with similar improvements, square footage, utilities (including but not limited to electrical capacity), and amenities as those enjoyed by Lessee pursuant to this Lease.

Section 16. Intentionally deleted

Section 17. Subordination

This Lease shall automatically be subordinate to any mortgage presently existing or hereafter made on the Building (including the land and/or the improvements thereon) and to any renewal, extension, or replacement of said mortgage lien. Within 10 days after receipt, Lessee covenants to execute any agreement requested by any mortgagee to evidence the agreements of this Section which is reasonably acceptable to Lessee's attorney and which provides that so long as Lessee is not in default hereunder, its quiet enjoyment of the Premises will not be disturbed. Lessee further covenants to execute such certificates and otherwise provide such assurances regarding this Lease as Lessor shall reasonably request in connection with any mortgage; provided, however, that Lessee shall be bound by this covenant only if all of the provisions of any such certificate or assurance are true and accurate. Lessee shall be responsible for its own attorneys' fees in reviewing any agreement or certificate provided for in this section.

Section 18. Assignment and Subletting

Lessee shall not assign any interest in this Lease or encumber the Premises and/or sublease any portion of the Premises without first having obtained the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion, and any such assignment, encumbrance or sublease made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease.

Section 19. Intentionally deleted

Section 20. Defaults and Remedies

(a) Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(1) The failure by Lessee to make any payment of Rent as and when due, provided that such non-payment shall not be an event of default if Lessee pays the full amount due within 30 days after written notice from Lessor;

(2) The failure of Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in subparagraph (a) above, where such failure shall continue for a period of 30 days after written notice thereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said 30 day period and thereafter diligently pursues such cure to completion, provided that in no event shall the cure period exceed 60 days;

(3) The making by Lessee of any assignment contrary to Section 18.

(b) Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand (except as specified in subsection 20(a) above) and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(1) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor.

(2) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state where the Premises are located.

Section 21. Fixtures and Personal Property

Lessee shall have the right to install furniture and fixtures and machinery and equipment necessary or convenient to the use permitted under Section 6, all of which shall remain the property of Lessee, but if any damage results to the Premises by reason of installation or removal of such furniture, fixtures and machinery and equipment, Lessee shall repair the same at its own expense prior to the expiration of the Lease Term and immediately upon quitting the Premises.

All personal property and fixtures placed or moved on the Premises shall be at risk of Lessee or the owner of said property, and Lessor shall not be liable to Lessee for any damage to said property, or for any damage arising from the bursting of or leaking of water pipes or from any act or omission of any co-lessee or other occupants of the Building, or of any other person whomsoever.

In the event that Lessor consents as required under Section 7 to any alterations, additions, and improvements to the Premises, then, subject to the provisions of Section 7, all such alterations, additions, and improvements shall immediately become and remain part of the Building and the property of Lessor; provided, however, that as a condition to granting its consent as required under Section 7, Lessor may require that, upon the vacating of the Premises by Lessee, any such alterations, additions, and improvements shall be removed by Lessee and the Premises restored.

Section 22. Intentionally deleted

Section 23. Intentionally deleted

Section 24. Surrender of Possession

Lessee agrees to vacate and surrender to Lessor possession of the Premises at the expiration or termination of this Lease, by lapse of time or otherwise, in as good a condition as when Lessee occupied the same at the commencement of the Lease Term, excepting only ordinary wear and tear and decay, and free and clear of all personal property, equipment and fixtures placed by or on behalf of Lessee.

Section 25. Demands and Other Instruments

All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Lease shall be in writing and shall be personally delivered, sent by Federal Express or other overnight or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid (and shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt), or by telecopy or electronic transmission (with proof of transmission and receipt):

Lessor: City of Pensacola
Attn: Port Director
700 S. Barracks Street
Pensacola, FL 32502

With a copy to:

City of Pensacola
Attn: City Attorney
222 W. Main Street

Pensacola, FL 32502

Lessee: University of West Florida Board of Trustees
Office of the Provost
11000 University Parkway, Building 10
Pensacola, FL 32514

With a copy to:

University of West Florida
Attn: General Counsel
11000 University Parkway, Building 10
Pensacola, FL 32514

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing and deliver to the other party.

Section 26. Intentionally deleted

Section 27. Severability

If under present or future laws effective during the term of this Lease any clause or provision of this Lease is invalid or unenforceable, it is the intent of the parties that the remaining provisions of this Lease shall not be affected thereby. The words, "Lessor" and "Lessee," and the words, "it" or "its," used with reference to Lessor and Lessee, shall apply to individuals (male or female), partnerships, firms, associations and corporations, whichever is appropriate.

Section 28. Entire Agreement; Amendment or Modification

Lessee acknowledges and agrees that it has not relied upon any statement, representation or Agreement made by Lessor or any of its agents or representatives except as are expressed in this written Agreement and that no amendment, modification or extension of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease. This Lease is the entire agreement between the parties regarding the subject matter hereof.

Section 29. Successors

All terms, conditions and agreements to be kept and performed by the parties hereto shall be applicable to and binding upon their respective heirs, personal representatives, successors and assigns.

Section 30. Radon Gas

Lessor notifies Lessee as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

Section 31. Hazardous Materials

(a) Lessee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Premises or the Building by Lessee, its agents, principals, employees, assigns, sublessees, contractors, consultants or invitees without the prior written consent of Lessor, which consent may be withheld for any reason whatsoever or for no reason at all. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises or around the Building caused by Lessee or the aforesaid others results in (i) any contamination of the Premises, the Building, the surrounding area(s), the soil or surface or ground water or (ii) loss or damage to person(s) or property, or if contamination of the Premises or the Building or the surrounding area(s) by Hazardous Material otherwise occurs for which Lessee is legally liable or responsible to Lessor (or any party claiming by, through or under Lessor) for damages, losses, costs or expenses resulting therefrom, then Lessee shall indemnify, defend and hold harmless Lessor (or any party claiming by, through or under Lessor) from any and all claims, judgments, damages, penalties, fines, costs liabilities or losses suffered or incurred by Lessor as a result thereof. In accordance with the requirements of this subsection (a), Lessee will provide Lessor with a list of any Hazardous Materials that it will have on the Premises with sufficient information to identify generally the Hazardous Materials, and further, once approved by Lessor, Lessee will not be required to provide an updated list so long as any new Hazardous Materials brought onto the Premises are within the same category of those previously identified and in substantially similar amounts. Notwithstanding any language in this Section to the contrary, nothing contained herein shall be construed or interpreted as denying Lessee or any other state entity any remedy or defense available under the laws of the State of Florida; the consent of Lessee to be sued; or a waiver of sovereign immunity of Lessee beyond the waiver provided in Section 768.28, Florida Statutes. The foregoing obligations and responsibilities of Lessee shall survive the expiration or earlier termination of this Lease.

(b) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises, the Building or the surrounding area(s) caused by Lessee or the aforesaid others results in (a) any contamination of the Premises, the Building, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then Lessee shall immediately notify Lessor of any contamination, claim of contamination, loss or damage and, after consultation and approval by Lessor, take all actions at Lessee's sole expense as are necessary or appropriate to return the Premises, the Building, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of Lessee shall survive the expiration or earlier termination of this Lease.

(c) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" or "extremely hazardous waste" or "hazardous substance" pursuant to applicable federal, state or local government law.

(d) Lessor and its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Lessee is complying with the terms of this Lease. If Lessee is not in compliance with this Lease, Lessor shall have the right to immediately enter upon the Premises to remedy any contamination caused by Lessee's failure to comply, notwithstanding any other provision of this Lease. Lessor shall use its best efforts to minimize interference with Lessee's business, but shall not be liable for any interference caused thereby.

(e) Subject to the other terms and conditions of this Lease, Lessee's use, storage, generation, or disposal of Hazardous Material which is customary in, and necessary for the operation of the use contemplated herein is hereby permitted so long as such use, storage, generation, and disposal is in strict compliance with all applicable laws governing Hazardous Materials.

Section 32. **<u>Headings</u>**

The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

Section 33. **<u>Counterparts</u>**

This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 34. **<u>Applicable Law and Venue; Waiver of Jury Trial</u>**

This Lease shall be construed under and enforced in accordance with the laws of the State of Florida. Venue for any claim, action or proceeding arising out of or based upon this Lease shall be Escambia County, Florida. Neither Lessor nor Lessee shall seek a jury trial on any lawsuit, proceeding or counterclaim based upon or arising out of this Lease, or the relationship between the parties hereto as Lessor and Lessee. The provisions of this paragraph shall survive the termination or expiration of this Lease.

Section 35. **<u>All Genders and Numbers Included</u>**

Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this Lease, it shall equally apply to, extend to and include the other.

Section 36. Time of the Essence

It is specifically agreed that the timely payment of each and every installment of Rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

Section 37. Estoppel

Within twenty (20) days after request by either party, the other party agrees to deliver a certificate certifying and stating as follows: (a) this Lease has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (b) this Lease (as so modified or amended) is in full force and effect (or if not in full force and effect, the reasons therefor);(c) Lessee has no offsets or defenses to its performance of the terms and provisions of this Lease, including the payment of Rent (or if there are any such defenses or offsets, specifying the same); (d) Lessee is in possession of the Premises if such be the case; (e) if an assignment of rents or leases has been served upon Lessee by a Lender or prospective lender, Lessee has received such assignment and agrees to be bound by the provisions thereof; and (f) any other information reasonably required by the first party. It is intended that any such statement delivered pursuant to this subsection may be relied upon by the receiving party and by any lender or prospective landlord or lender and their respective successors and assigns.

Section 38. Lessee Improvements

Subject to the terms of this Lease, including, without limitation, Sections 7 and 39, Lessee intends, but shall have no obligation, to purchase and install, at its sole cost and expense, certain portable office building(s) in the Premises in furtherance of its permitted use of the Premises (the "**Improvements**"). In the event Lessee completes the Improvements and provides notice of such completion to Lessor ("**Notice of Completion**") within 18 months following the Commencement Date and is otherwise in compliance with the terms of this Lease, then Lessor shall reimburse Lessee for its actual, out-of-pocket expenses incurred in the acquisition and installation of the Improvements up to a maximum of $101,200 ("**Reimbursement Payment**"). Such Reimbursement Payment shall be made by Lessor to Lessee no later than 60 days following delivery of the Notice of Completion and documentation establishing Lessee's actual out-of-pocket expenses to be covered by the Reimbursement Payment, which documentation shall be reasonably satisfactory to Lessor. All Improvements shall be owned by Lessee.

Section 39. Lessee Work Requirements

With regard to the construction and completion by Lessee of any improvements or alterations required hereunder or permitted by Lessor under the terms of this Lease, including, without limitation, installation of the Improvements contemplated by Section 38, above, (the "**Lessee Work**"), Lessee agrees to comply with the following covenants and requirements:

(a) Lessee shall, at its own cost and expense, obtain all required building permits and occupancy permits. Lessee's failure to obtain such permits shall not cause a delay in the commencement of the Term or the obligation to pay Rent or any other obligations set forth in the Lease.

(b) Lessee's contractors shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Lessor's contractors and subcontractors and with other contractors and subcontractors in the Building.

(c) Lessee shall use only new, first-class materials in the Lessee Work. All Lessee Work shall be done in a good and workmanlike manner and accordance with all applicable law Lessee shall obtain contractors' warranties of at least one year duration from the completion of the Lessee Work against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Work.

(d) In addition to any insurance which may be required under the Lease, Lessee shall cause Lessee's contractors to secure, pay for and maintain during the continuance of construction or fixturing work within the Building or Premises, insurance in accordance with the coverages, requirements and limits of liability as shown on Exhibit B.

(e) To the fullest extent permitted by law, Lessee agrees to indemnify, protect, defend and hold harmless Lessor, the parties listed, or required by, the Lease to be named as additional insureds, Lessor's contractors, Lessor's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, from and against all claims, liabilities, losses, damages and expenses of whatever nature arising out of or in connection with the Lessee Work or the entry of Lessee or Lessee's contractors into the Building and the Premises, including, without limitation, mechanics' liens, the cost of any repairs to the Premises or Building necessitated by activities of Lessee or Lessee's contractors, bodily injury to persons or damage to the property of Lessee, its employees, agents, invitees, licensees or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth in this Lease and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

Section 40. Relocation.

Lessor shall have the right upon at least 60 days' prior written notice to Lessee to relocate Lessee and to substitute for the Warehouse Space other space in the Building or in another building owned by Lessor upon the Land, containing at least as much square footage as the Premises. Lessor shall reimburse Lessee for all reasonable third-party expenses incurred in connection with, and caused by, any such relocation, including, but not limited to relocation of the Improvements. It is understood and agreed that proximity to American Magic's sailing operations is a material benefit to Lessee's operations contemplated by this Lease, and, as a result, any relocation of the Warehouse Space shall be done in a manner so as to keep the relocated Warehouse Space in as close proximity to American Magic's operations as reasonably practicable for Lessor and its operations at the Port of Pensacola.

Section 41. Public Records.

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Lessor will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Both parties shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to both parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LESSOR:

CITY OF PENSACOLA, a Florida municipal corporation

By: ___________________________
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Attest:

____
Ericka L. Burnett, City Clerk

Approved as to form:

By: ___________________________
Adam C. Cobb, City Attorney

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of ___________, 202__, by D.C. Reeves, the Mayor of the City of Pensacola, a Florida municipal corporation, on behalf of said City, who ( ) is personally known to me or ( ) has produced a driver's license as identification.

____
NOTARY PUBLIC
[SEAL]

LESSEE:

THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

By:________________________________
Print Name: Martha Saunders
Title: President

____
Betsy Bowers, Vice President, Finance & Admin.

Approved for form and legal sufficiency:

____
Office of the General Counsel

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of ___________, 202__, by Martha Saunders as President of The University of West Florida Board of Trustees, for and on behalf of said organization, who (   ) is personally known to me or ( ) has produced a driver's license as identification.

____
NOTARY PUBLIC

[SEAL]

EXHIBIT A TO LEASE

[Depiction of the Warehouse Space to be attached]

EXHIBIT B
Insurance Requirements for Contractors of Lessee

The insurance requirements described in Section 39 are as follows:

The CONTRACTOR shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, neither the City of Pensacola nor the University of West Florida (UWF) shall be deemed or construed to have assessed the risk that may be applicable to the CONTRACTOR. The CONTRACTOR shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

COVERAGES

1. Commercial General Liability–ISO CG 001 Form or equivalent. Coverage to include:
Premises and Operations
Explosions, Collapse and Underground Hazards
Products/Completed Operations
Liability assumed under an Insured Contract (including defense costs assumed under contract)
Broad Form Property Damage
Independent Contractors
Personal/Advertising Injury
Additional Insured – Owners, Lessees or Contractors Endorsement, (ISO Form CG 20 37 07 04 or equivalent)

2. Automobile Liability including all:
Any Auto
Owned Auto
Non-owned Auto
Hired Auto
Personal Injury Protection (when applicable)

3. Workers' Compensation
Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

LIMITS REQUIRED

The CONTRACTOR shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Construction requirements may also include Builders Risk, Professional Liability, and Pollution Liability.

Commercial General Liability	
General Aggregate	$ 2,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Each Occurrence Limit	$ 1,000,000
Personal/Advertising Injury	$ 1,000,000
Fire Damage (Any One Fire)	$ 50,000
Medical Payments (Any One Person)	$ 5,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	$ 1,000,000
Personal Injury Protection	Statutory
Workers' Compensation	

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	$100,000 $500,000 $100,000
Professional Liability (when applicable)	
Each occurrence	$1,000,000
Aggregate	$2,000,000
Pollution Liability (when applicable)	
Per Loss	$100,000
Aggregate	$100,000

The University and the City of Pensacola require the Contractor to keep the insurance policy in effect beyond the completion of the project to cover possible hidden defects or possible flaws in the design/construction. Example: if a wall fails a year after the completion of the project, the Contractor would be obligated to repair or replace the wall. However, if the wall causes half of the building to fall with it, then the insurance would pay for the damage of the building. The extended period is requested by the University and the insurance coverages shall be maintained, except for Automobile Liability and Worker's Compensation, for a period of one (1) year after the date of substantial completion of the project.

ADDITIONAL REQUIREMENTS

The CONTRACTOR shall meet the following requirements:

1. Be licensed or approved to do business within the State of Florida.
2. Insurer must be licensed in the State of Florida.
3. Insurance certificate and endorsement written on a project/per occurrence basis (professional liability and pollution liability are acceptable written on a claims-made basis).
4. Name the City of Pensacola, State of Florida, Florida Board of Governors, The University of West Florida Board of Trustees, and The University of West Florida, its officers, employees, agents, and volunteers as "Additional Insured" (ISO Form CG 20 37 07 04 or equivalent).
5. Include an Additional Insured Endorsement form as the "Additional Insured" on Commercial General Liability, Automobile Liability, Environmental Liability and other as specified by the contract.
6. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by UWF or the City of Pensacola.
7. Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the contract will not seek reimbursement from UWF or the City of Pensacola.
8. Include a Separation of Insured Clause (Cross Liability) for all liability policies.
9. Policy may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days advance written notice is provided to UWF and the City of Pensacola.
10. Insurance certificates and written endorsement must be provided directly by the insurance agency or carrier.
11. Renewal certificates and endorsements are to be provided to UWF and the City of Pensacola at least 30 days prior to expiration.
12. Insurer possesses a minimum A.M. Best's Insurance Guide rating of no less than "B+".

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease"**) is made and entered into this ____________________________ (the "**Effective Date**") by and between THE CITY OF PENSACOLA, a Florida municipal corporation (hereinafter referred to as "**Lessor**") and THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES, a Florida public body corporate (hereinafter referred to as "**Lessee**").

WITNESSETH:

WHEREAS, Lessor is the owner of that certain approximately 55 acres of land located at or about 700 S. Barracks Street, Pensacola, Florida, comprising the Port of Pensacola ("**Land**"), along with that certain building and related improvements situated on the Land commonly referred to as Warehouse 8 (the "**Building**"); and

WHEREAS, Lessee is a university within the Florida State University System, a Florida public body corporate, a sovereign entity, and an institution of the State of Florida; and

WHEREAS, Lessee desires to grow its science, technology and engineering programs and related course instruction, research and development, and the Land presents a location to do so while supporting and promoting Lessor's maritime and economic development goals at the Port of Pensacola; and

WHEREAS, resultantly Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Premises (defined below) for the use, upon the terms, and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Lessor and Lessee hereby agree as follows:

Section 1. **Recitals.** The recitals set forth above are hereby acknowledged by Lessor and Lessee as true and correct and are incorporated into the body of this Agreement by this reference.

Section 2. **Description of Leased Premises**

Upon the terms and subject to the conditions set forth in this Lease, and subject to all liens, easements, restrictions and other claims or encumbrances of record, Lessor, in exchange for the payment of rent and the performance of the promises made by Lessee in this Lease, leases to Lessee, and Lessee agrees to rent from Lessor the following:

(a) That certain portion of the Building comprising Bays N1-N16 and S1-S9, being approximately 15,000 square feet and more particularly depicted in Exhibit A attached hereto and made a part hereof by reference ("**Warehouse Space**"); and

(b) Five motor vehicle parking spaces located at or about the Land and, to the extent reasonably practicable in Lessor's sole discretion, adjacent to the Building ("**Parking**" and, collectively with the Warehouse Space, the "**Premises**"). Such Parking is relocatable in Lessor's reasonable discretion upon written notice to Lessee.

Section 3. Term of Lease

(a) Subject to the terms of this Lease, Lessee shall have the right to occupy and use the Premises for a term of 15 years commencing on April 1, 2025 (the "**Commencement Date**") (the "**Term**"). On the Commencement Date, the current short-term lease agreement between the parties dated on or about July 19, 2024, will automatically terminate without further action of the parties.

(b) Lessee may terminate this Lease, without cause, upon 90 days' written notice to Lessor. Notwithstanding any such termination, there shall be no refund of any portion of the Base Rent (defined below) to Lessee.

Section 4. Rent

(a) In exchange for Lessor's entry into and performance under the terms of this Lease, Lessee agrees to pay Lessor "Base Rent" in the amount of $1,413,846. Such Base Rent shall be paid via a single payment delivered to Lessor on or before the Commencement Date at the office address of Lessor set forth in Section 25. The parties understand and agree that such Base Rent payment is made in consideration of Lessor's entry into this Lease and is not contingent, including, without limitation, upon Lessee's use or occupation of the Premises for all or any portion of the Term. To that end, the Base Rent is deemed fully earned by Lessor upon receipt and shall be entirely non-refundable to Lessee. Additionally, Lessee promises to pay Lessor such amounts as may otherwise become due and payable to Lessor under this Lease, including without limitation, those amounts as determined under Section 5, Section 10, and Section 13.

(b) The term "Rent" shall include all payments and charges made or incurred pursuant to this Section 4, including, without limitation, the Base Rent, applicable sales or use taxes, and all other additional rent or any other charges due from Lessee to Lessor under this Lease.

Section 5. Taxes

(a) Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained in the Premises. When possible, Lessee shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessee shall pay the taxes attributable to Lessee not less than 10 days prior to the delinquency date for payment of such taxes.

(b) Lessee shall pay or reimburse to Lessor any sales or use tax imposed by applicable Florida law on the Rent or any other amounts due under this Lease.

(c) Notwithstanding the provisions of this Section 5, it is understood that as of the Effective Date Lessee is a public body corporate of the State of Florida, and, as such, is currently entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation.

Section 6. Use of Premises

(a) Lessee shall use the Premises for course instruction and related research and development in the fields of science, technology and engineering and uses ancillary thereto and for no other use without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion.

(b) Lessee agrees to use the Premises in compliance with all documents of record and all applicable laws, regulations, and ordinances, including, without limitation, all rules and regulations promulgated by Lessor from time to time in relation to the Land and the operations of the Port of Pensacola.

(c) Lessee agrees not to commit or allow to be committed any nuisance or other act against public policy at or about the Premises. Lessee agrees not to deface or damage the Premises in any manner or overload the floors of the Premises.

Section 7. Alterations

With the exception of improvements that are required to satisfy Lessee's obligations under Section 11 below that are made in strict accordance with the terms and conditions of this Lease, Lessee shall make no exterior or interior alterations, changes or improvements in or to the Premises without the prior written approval of Lessor, which approval shall not be unreasonably withheld. Any such alterations, changes or improvements so approved by Lessor shall be made by Lessee at its sole cost and expense and shall be accomplished in a good and workmanlike manner in compliance with all applicable laws and building regulations. Except as otherwise agreed by Lessor in writing, only the portable bathrooms, portable office space, signage, casework, furnishings, equipment, machinery and trade fixtures installed in the Premises by Lessee and paid for by Lessee shall remain the property of Lessee and may be removed by Lessee upon the termination of this Lease; provided, however, that Lessee shall promptly repair all damage caused by the installation and removal thereof and provided further that Lessee shall have fully performed all of the covenants and agreements to be performed by Lessee under the provisions of this Lease.

Section 8. Quiet Enjoyment

Lessor hereby covenants with Lessee that upon the performance by Lessee of the agreements herein set forth, Lessee may quietly hold and occupy the Premises without any interruption by Lessor or persons claiming through or under Lessor.

Section 9. Right to Entry

Lessee shall permit Lessor and Lessor's representatives and independent contractors at any time during usual business hours (or after hours if reasonably deemed necessary by Lessor) to enter the Premises for the purpose of inspecting same, making repairs, removing alterations and additions not in conformity with this Lease, and exhibiting the property for sale, lease, appraisal, or mortgage.

Section 10. Utilities and Janitorial Services

Lessee shall arrange for delivery of and payment for all water, sewer, gas, heat, electricity (including without limitation electricity for exterior lighting), power, steam, telephone or other desired utilities and services to the Premises, together with any taxes thereon, and shall, at its sole expense, cause all such utilities to be separately metered. Lessee shall also be responsible for all janitorial services to the Premises.

Section 11. Possession and Maintenance

Lessee acknowledges that Lessee has inspected the said Premises and accepts it and all improvements, equipment and machinery in the condition that exists as of the date hereof with no obligation of Lessor to make any improvements, repairs, or replacements thereto. Lessee shall, at all times, keep the Premises (which, for the purposes of this Section 11 shall include but not be limited to all partitions, doors, flooring, fixtures, mechanical equipment, plumbing and electrical facilities, heating, ventilating, and air conditioning that directly serve the Warehouse Space, Parking, and all interior non-structural elements of the Premises, but shall not include the roof, foundation, walls or other structural elements of the Premises nor any elements of the Building that are not part of the Warehouse Space) in good order, condition and repair with all appropriate maintenance and replacement as shall be necessary to comply herewith, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital, or noncapital, or the fault or not the fault of Lessee its agents, employees, invitees, visitors, and contractors, all at Lessee's sole cost and expense. In pursuance of this obligation of maintenance, Lessee agrees to cause the Premises to comply with all laws and ordinances and all valid rules and regulations of any federal, state, municipal or other public authority having jurisdiction in the Premises and further agrees to make all repairs, restorations, and replacements as is necessary in connection with the same and in the same quality and class equal to the original work or installations, and to conduct its business in the Premises in all respects in a dignified manner and in accordance with high standards of business operation and in compliance with all applicable laws, regulations and ordinances.

Should Lessee fail to perform any of its obligations under this Section 11 for a period of 30 days after written notice from Lessor, then Lessor shall have the right, but not the obligation, in addition to and without waiving its rights under Section 20 below, to enter onto the Premises and perform such obligations and assess the cost thereof to Lessee, which cost will accrue interest at nine percent (9%) per annum from the date of the notice of written assessment to Lessor until paid.

Section 12. Force Majeure

All time deadlines in this Lease are subject to extension for delays caused by force majeure. The term "force majeure" as used in this Lease shall include acts of God, weather events, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials, acts of public authorities, and any other causes, whether or not enumerated in this Section 12, which causes are beyond the control of the party required to perform.

Section 13. Liability, Indemnity and Insurance

Each party assumes any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from, or attributable to, the negligent acts or omissions of that party and its officers, employees and other agents while acting within the course and scope of their employment or agency. Nothing contained in this Lease shall be construed or interpreted as denying either party or any state entity any remedy or defense available under the laws of the State of Florida; the consent of either party to be sued; or a waiver of sovereign immunity of either party beyond the waiver provided in Section 768.28, Florida Statutes.

Lessee is a self-insured entity with a general liability risk management program, including the administration of general liability claims, settlement of claims, a claims prevention program, and trust fund pursuant to Florida law. Lessee agrees to secure and keep in full force and effect and throughout the term of this Lease, at Lessee's sole cost and expense, the insurance program pursuant to Florida law. Upon the request of Lessor, Lessee will provide Lessor with proof of self-insurance.

Section 14. Liens

Notwithstanding any contrary provision in this Lease, the interest of Lessor in the Building, Premises and Land shall not be subject to statutory construction liens arising by reason of improvements made by Lessee, and Lessee shall have no authority to create liens for labor or material on or against Lessor's interest in the Building, Premises or Land.

Section 15. Damage by Fire or Other Casualty

(a) If the Building or the Premises are damaged to such extent that rebuilding to substantially the same condition which existed prior to the damage cannot reasonably be completed substantially within 270 working days after Lessor's receipt of written notification by Lessee of the damage, or if the damage to the Building or Premises occurs during the last 12 months of the Lease Term and Lessee is unable to use the Building or Premises by reason of such damage or destruction, then this Lease may be terminated by either Lessor or Lessee by such party giving written notice of termination to the other party within thirty (30) days of the occurrence of such damage, and, in such event, all insurance proceeds, shall be paid to Lessor. Notwithstanding the foregoing and to be clear, if Lessee's Improvements as described in Section

38 are damaged, any insurance proceeds paid by Lessee's insurer(s) on those damages belong to and will remain with Lessee.

(b) If following damage or destruction to the Premises or Building, this Lease is not terminated pursuant to paragraph (a) above, then the insurance proceeds shall be paid to Lessor and Lessor shall then proceed with reasonable diligence to rebuild and repair the Premises and Building to substantially the same condition in which they existed prior to the damage. Lessor's obligation to rebuild or restore under this paragraph shall be limited to restoring the Premises and Building to substantially the condition in which the same existed prior to the damage. Notwithstanding anything herein to the contrary, if the insurance proceeds paid to Lessor are not sufficient to restore the Premises, as determined by Lessor, in its reasonable discretion, then Lessor may terminate this Lease by written notice to Lessee.

(c) If Lessor terminates this Lease under the provisions of this Section 15, then Lessor shall, if and to the extent reasonably available, as determined by Lessor in its reasonable discretion, and with the consent of Lessee, relocate Lessee to similar premises owned by Lessor for the remainder of the Term. "Similar premises" are premises then-owned by Lessor with similar improvements, square footage, utilities (including but not limited to electrical capacity), and amenities as those enjoyed by Lessee pursuant to this Lease.

Section 16. Intentionally deleted

Section 17. Subordination

This Lease shall automatically be subordinate to any mortgage presently existing or hereafter made on the Building (including the land and/or the improvements thereon) and to any renewal, extension, or replacement of said mortgage lien. Within 10 days after receipt, Lessee covenants to execute any agreement requested by any mortgagee to evidence the agreements of this Section which is reasonably acceptable to Lessee's attorney and which provides that so long as Lessee is not in default hereunder, its quiet enjoyment of the Premises will not be disturbed. Lessee further covenants to execute such certificates and otherwise provide such assurances regarding this Lease as Lessor shall reasonably request in connection with any mortgage; provided, however, that Lessee shall be bound by this covenant only if all of the provisions of any such certificate or assurance are true and accurate. Lessee shall be responsible for its own attorneys' fees in reviewing any agreement or certificate provided for in this section.

Section 18. Assignment and Subletting

Lessee shall not assign any interest in this Lease or encumber the Premises and/or sublease any portion of the Premises without first having obtained the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion, and any such assignment, encumbrance or sublease made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease.

Section 19. Intentionally deleted

Section 20. Defaults and Remedies

(a) Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

(1) The failure by Lessee to make any payment of Rent as and when due, provided that such non-payment shall not be an event of default if Lessee pays the full amount due within 30 days after written notice from Lessor;

(2) The failure of Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in subparagraph (a) above, where such failure shall continue for a period of 30 days after written notice thereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said 30 day period and thereafter diligently pursues such cure to completion, provided that in no event shall the cure period exceed 60 days;

(3) The making by Lessee of any assignment contrary to Section 18.

(b) Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand (except as specified in subsection 20(a) above) and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

(1) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor.

(2) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state where the Premises are located.

Section 21. Fixtures and Personal Property

Lessee shall have the right to install furniture and fixtures and machinery and equipment necessary or convenient to the use permitted under Section 6, all of which shall remain the property of Lessee, but if any damage results to the Premises by reason of installation or removal of such furniture, fixtures and machinery and equipment, Lessee shall repair the same at its own expense prior to the expiration of the Lease Term and immediately upon quitting the Premises.

All personal property and fixtures placed or moved on the Premises shall be at risk of Lessee or the owner of said property, and Lessor shall not be liable to Lessee for any damage to said property, or for any damage arising from the bursting of or leaking of water pipes or from any act or omission of any co-lessee or other occupants of the Building, or of any other person whomsoever.

In the event that Lessor consents as required under Section 7 to any alterations, additions, and improvements to the Premises, then, subject to the provisions of Section 7, all such alterations, additions, and improvements shall immediately become and remain part of the Building and the property of Lessor; provided, however, that as a condition to granting its consent as required under Section 7, Lessor may require that, upon the vacating of the Premises by Lessee, any such alterations, additions, and improvements shall be removed by Lessee and the Premises restored.

Section 22. Intentionally deleted

Section 23. Intentionally deleted

Section 24. Surrender of Possession

Lessee agrees to vacate and surrender to Lessor possession of the Premises at the expiration or termination of this Lease, by lapse of time or otherwise, in as good a condition as when Lessee occupied the same at the commencement of the Lease Term, excepting only ordinary wear and tear and decay, and free and clear of all personal property, equipment and fixtures placed by or on behalf of Lessee.

Section 25. Demands and Other Instruments

All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Lease shall be in writing and shall be personally delivered, sent by Federal Express or other overnight or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid (and shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt), or by telecopy or electronic transmission (with proof of transmission and receipt):

Lessor: City of Pensacola
Attn: Port Director
700 S. Barracks Street
Pensacola, FL 32502

With a copy to:

City of Pensacola
Attn: City Attorney
222 W. Main Street

Pensacola, FL 32502

Lessee: University of West Florida Board of Trustees
Office of the Provost
11000 University Parkway, Building 10
Pensacola, FL 32514

With a copy to:

University of West Florida
Attn: General Counsel
11000 University Parkway, Building 10
Pensacola, FL 32514

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing and deliver to the other party.

Section 26. **Intentionally deleted**

Section 27. **Severability**

If under present or future laws effective during the term of this Lease any clause or provision of this Lease is invalid or unenforceable, it is the intent of the parties that the remaining provisions of this Lease shall not be affected thereby. The words, "Lessor" and "Lessee," and the words, "it" or "its," used with reference to Lessor and Lessee, shall apply to individuals (male or female), partnerships, firms, associations and corporations, whichever is appropriate.

Section 28. **Entire Agreement; Amendment or Modification**

Lessee acknowledges and agrees that it has not relied upon any statement, representation or Agreement made by Lessor or any of its agents or representatives except as are expressed in this written Agreement and that no amendment, modification or extension of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease. This Lease is the entire agreement between the parties regarding the subject matter hereof.

Section 29. **Successors**

All terms, conditions and agreements to be kept and performed by the parties hereto shall be applicable to and binding upon their respective heirs, personal representatives, successors and assigns.

Section 30. **Radon Gas**

Lessor notifies Lessee as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

Section 31. <u>Hazardous Materials</u>

(a) Lessee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Premises or the Building by Lessee, its agents, principals, employees, assigns, sublessees, contractors, consultants or invitees without the prior written consent of Lessor, which consent may be withheld for any reason whatsoever or for no reason at all. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises or around the Building caused by Lessee or the aforesaid others results in (i) any contamination of the Premises, the Building, the surrounding area(s), the soil or surface or ground water or (ii) loss or damage to person(s) or property, or if contamination of the Premises or the Building or the surrounding area(s) by Hazardous Material otherwise occurs for which Lessee is legally liable or responsible to Lessor (or any party claiming by, through or under Lessor) for damages, losses, costs or expenses resulting therefrom, then Lessee shall indemnify, defend and hold harmless Lessor (or any party claiming by, through or under Lessor) from any and all claims, judgments, damages, penalties, fines, costs liabilities or losses suffered or incurred by Lessor as a result thereof. In accordance with the requirements of this subsection (a), Lessee will provide Lessor with a list of any Hazardous Materials that it will have on the Premises with sufficient information to identify generally the Hazardous Materials, and further, once approved by Lessor, Lessee will not be required to provide an updated list so long as any new Hazardous Materials brought onto the Premises are within the same category of those previously identified and in substantially similar amounts. Notwithstanding any language in this Section to the contrary, nothing contained herein shall be construed or interpreted as denying Lessee or any other state entity any remedy or defense available under the laws of the State of Florida; the consent of Lessee to be sued; or a waiver of sovereign immunity of Lessee beyond the waiver provided in Section 768.28, Florida Statutes. The foregoing obligations and responsibilities of Lessee shall survive the expiration or earlier termination of this Lease.

(b) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises, the Building or the surrounding area(s) caused by Lessee or the aforesaid others results in (a) any contamination of the Premises, the Building, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then Lessee shall immediately notify Lessor of any contamination, claim of contamination, loss or damage and, after consultation and approval by Lessor, take all actions at Lessee's sole expense as are necessary or appropriate to return the Premises, the Building, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of Lessee shall survive the expiration or earlier termination of this Lease.

(c) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" or "extremely hazardous waste" or "hazardous substance" pursuant to applicable federal, state or local government law.

(d) Lessor and its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Lessee is complying with the terms of this Lease. If Lessee is not in compliance with this Lease, Lessor shall have the right to immediately enter upon the Premises to remedy any contamination caused by Lessee's failure to comply, notwithstanding any other provision of this Lease. Lessor shall use its best efforts to minimize interference with Lessee's business, but shall not be liable for any interference caused thereby.

(e) Subject to the other terms and conditions of this Lease, Lessee's use, storage, generation, or disposal of Hazardous Material which is customary in, and necessary for the operation of the use contemplated herein is hereby permitted so long as such use, storage, generation, and disposal is in strict compliance with all applicable laws governing Hazardous Materials.

Section 32. <u>Headings</u>

The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

Section 33. <u>Counterparts</u>

This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 34. <u>Applicable Law and Venue; Waiver of Jury Trial</u>

This Lease shall be construed under and enforced in accordance with the laws of the State of Florida. Venue for any claim, action or proceeding arising out of or based upon this Lease shall be Escambia County, Florida. Neither Lessor nor Lessee shall seek a jury trial on any lawsuit, proceeding or counterclaim based upon or arising out of this Lease, or the relationship between the parties hereto as Lessor and Lessee. The provisions of this paragraph shall survive the termination or expiration of this Lease.

Section 35. <u>All Genders and Numbers Included</u>

Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this Lease, it shall equally apply to, extend to and include the other.

Section 36. Time of the Essence

It is specifically agreed that the timely payment of each and every installment of Rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

Section 37. Estoppel

Within twenty (20) days after request by either party, the other party agrees to deliver a certificate certifying and stating as follows: (a) this Lease has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (b) this Lease (as so modified or amended) is in full force and effect (or if not in full force and effect, the reasons therefor);(c) Lessee has no offsets or defenses to its performance of the terms and provisions of this Lease, including the payment of Rent (or if there are any such defenses or offsets, specifying the same); (d) Lessee is in possession of the Premises if such be the case; (e) if an assignment of rents or leases has been served upon Lessee by a Lender or prospective lender, Lessee has received such assignment and agrees to be bound by the provisions thereof; and (f) any other information reasonably required by the first party. It is intended that any such statement delivered pursuant to this subsection may be relied upon by the receiving party and by any lender or prospective landlord or lender and their respective successors and assigns.

Section 38. Lessee Improvements

Subject to the terms of this Lease, including, without limitation, Sections 7 and 39, Lessee intends, but shall have no obligation, to purchase and install, at its sole cost and expense, certain portable office building(s) in the Premises in furtherance of its permitted use of the Premises (the "**Improvements**"). In the event Lessee completes the Improvements and provides notice of such completion to Lessor ("**Notice of Completion**") within 18 months following the Commencement Date and is otherwise in compliance with the terms of this Lease, then Lessor shall reimburse Lessee for its actual, out-of-pocket expenses incurred in the acquisition and installation of the Improvements up to a maximum of $101,200 ("**Reimbursement Payment**"). Such Reimbursement Payment shall be made by Lessor to Lessee no later than 60 days following delivery of the Notice of Completion and documentation establishing Lessee's actual out-of-pocket expenses to be covered by the Reimbursement Payment, which documentation shall be reasonably satisfactory to Lessor. All Improvements shall be owned by Lessee.

Section 39. Lessee Work Requirements

With regard to the construction and completion by Lessee of any improvements or alterations required hereunder or permitted by Lessor under the terms of this Lease, including, without limitation, installation of the Improvements contemplated by Section 38, above, (the "**Lessee Work**"), Lessee agrees to comply with the following covenants and requirements:

(a) Lessee shall, at its own cost and expense, obtain all required building permits and occupancy permits. Lessee's failure to obtain such permits shall not cause a delay in the commencement of the Term or the obligation to pay Rent or any other obligations set forth in the Lease.

(b) Lessee's contractors shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Lessor's contractors and subcontractors and with other contractors and subcontractors in the Building.

(c) Lessee shall use only new, first-class materials in the Lessee Work. All Lessee Work shall be done in a good and workmanlike manner and accordance with all applicable law Lessee shall obtain contractors' warranties of at least one year duration from the completion of the Lessee Work against defects in workmanship and materials on all work performed and equipment installed in the Premises as part of the Work.

(d) In addition to any insurance which may be required under the Lease, Lessee shall cause Lessee's contractors to secure, pay for and maintain during the continuance of construction or fixturing work within the Building or Premises, insurance in accordance with the coverages, requirements and limits of liability as shown on Exhibit B.

(e) To the fullest extent permitted by law, Lessee agrees to indemnify, protect, defend and hold harmless Lessor, the parties listed, or required by, the Lease to be named as additional insureds, Lessor's contractors, Lessor's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, from and against all claims, liabilities, losses, damages and expenses of whatever nature arising out of or in connection with the Lessee Work or the entry of Lessee or Lessee's contractors into the Building and the Premises, including, without limitation, mechanics' liens, the cost of any repairs to the Premises or Building necessitated by activities of Lessee or Lessee's contractors, bodily injury to persons or damage to the property of Lessee, its employees, agents, invitees, licensees or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth in this Lease and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

Section 40. Relocation.

Lessor shall have the right upon at least 60 days' prior written notice to Lessee to relocate Lessee and to substitute for the Warehouse Space other space in the Building or in another building owned by Lessor upon the Land, containing at least as much square footage as the Premises. Lessor shall reimburse Lessee for all reasonable third-party expenses incurred in connection with, and caused by, any such relocation, including, but not limited to relocation of the Improvements. It is understood and agreed that proximity to American Magic's sailing operations is a material benefit to Lessee's operations contemplated by this Lease, and, as a result, any relocation of the Warehouse Space shall be done in a manner so as to keep the relocated Warehouse Space in as close proximity to American Magic's operations as reasonably practicable for Lessor and its operations at the Port of Pensacola.

Section 41. Public Records.

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Lessor will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Both parties shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to both parties.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LESSOR:

CITY OF PENSACOLA, a Florida municipal corporation

By: ___________________________
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Attest:

____
Ericka L. Burnett, City Clerk

Approved as to form:

By: ___________________________
Adam C. Cobb, City Attorney

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of ___________, 202__, by D.C. Reeves, the Mayor of the City of Pensacola, a Florida municipal corporation, on behalf of said City, who ( ) is personally known to me or ( ) has produced a driver's license as identification.

____
NOTARY PUBLIC
[SEAL]

LESSEE:

THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

By:________________________________
Print Name: Martha Saunders
Title: President

____
Betsy Bowers, Vice President, Finance & Admin.

Approved for form and legal sufficiency:

____
Office of the General Counsel

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of ___________, 202__, by Martha Saunders as President of The University of West Florida Board of Trustees, for and on behalf of said organization, who ( ) is personally known to me or ( ) has produced a driver's license as identification.

____
NOTARY PUBLIC

[SEAL]

EXHIBIT A TO LEASE

[Depiction of the Warehouse Space to be attached]

EXHIBIT B
Insurance Requirements for Contractors of Lessee

The insurance requirements described in Section 39 are as follows:

The CONTRACTOR shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, neither the City of Pensacola nor the University of West Florida (UWF) shall be deemed or construed to have assessed the risk that may be applicable to the CONTRACTOR. The CONTRACTOR shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

COVERAGES

1. Commercial General Liability–ISO CG 001 Form or equivalent. Coverage to include:
Premises and Operations
Explosions, Collapse and Underground Hazards
Products/Completed Operations
Liability assumed under an Insured Contract (including defense costs assumed under contract)
Broad Form Property Damage
Independent Contractors
Personal/Advertising Injury
Additional Insured – Owners, Lessees or Contractors Endorsement, (ISO Form CG 20 37 07 04 or equivalent)

2. Automobile Liability including all:
Any Auto
Owned Auto
Non-owned Auto
Hired Auto
Personal Injury Protection (when applicable)

3. Workers' Compensation
Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

LIMITS REQUIRED

The CONTRACTOR shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Construction requirements may also include Builders Risk, Professional Liability, and Pollution Liability.

Commercial General Liability	
General Aggregate	$ 2,000,000
Products/Completed Operations Aggregate	$ 2,000,000
Each Occurrence Limit	$ 1,000,000
Personal/Advertising Injury	$ 1,000,000
Fire Damage (Any One Fire)	$ 50,000
Medical Payments (Any One Person)	$ 5,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	$ 1,000,000
Personal Injury Protection	Statutory
Workers' Compensation	

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	$100,000 $500,000 $100,000
Professional Liability (when applicable)	
Each occurrence	$1,000,000
Aggregate	$2,000,000
Pollution Liability (when applicable)	
Per Loss	$100,000
Aggregate	$100,000

The University and the City of Pensacola require the Contractor to keep the insurance policy in effect beyond the completion of the project to cover possible hidden defects or possible flaws in the design/construction. Example: if a wall fails a year after the completion of the project, the Contractor would be obligated to repair or replace the wall. However, if the wall causes half of the building to fall with it, then the insurance would pay for the damage of the building. The extended period is requested by the University and the insurance coverages shall be maintained, except for Automobile Liability and Worker's Compensation, for a period of one (1) year after the date of substantial completion of the project.

ADDITIONAL REQUIREMENTS

The CONTRACTOR shall meet the following requirements:

1. Be licensed or approved to do business within the State of Florida.
2. Insurer must be licensed in the State of Florida.
3. Insurance certificate and endorsement written on a project/per occurrence basis (professional liability and pollution liability are acceptable written on a claims-made basis).
4. Name the City of Pensacola, State of Florida, Florida Board of Governors, The University of West Florida Board of Trustees, and The University of West Florida, its officers, employees, agents, and volunteers as "Additional Insured" (ISO Form CG 20 37 07 04 or equivalent).
5. Include an Additional Insured Endorsement form as the "Additional Insured" on Commercial General Liability, Automobile Liability, Environmental Liability and other as specified by the contract.
6. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by UWF or the City of Pensacola.
7. Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the contract will not seek reimbursement from UWF or the City of Pensacola.
8. Include a Separation of Insured Clause (Cross Liability) for all liability policies.
9. Policy may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days advance written notice is provided to UWF and the City of Pensacola.
10. Insurance certificates and written endorsement must be provided directly by the insurance agency or carrier.
11. Renewal certificates and endorsements are to be provided to UWF and the City of Pensacola at least 30 days prior to expiration.
12. Insurer possesses a minimum A.M. Best's Insurance Guide rating of no less than "B+".

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-340 | Agenda Conference | 3/24/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

REVISED - SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-15 - APPROVAL OF LEASE AGREEMENT WITH THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES FOR PORT OF PENSACOLA WAREHOUSE #8

RECOMMENDATION:

That City Council adopt supplemental Budget Resolution No. 2025-15:

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 #7: Thriving Innovation & Businesses.

The lease supports the City's broader goals of fostering educational partnerships while maintaining economic growth and industrial activity at the Port of Pensacola.

The University of West Florida (UWF) Board of Trustees approached the City of Pensacola with a proposal to lease 15,000 sq. ft. of Warehouse #8, a 45,000 sq. ft. facility at the Port of Pensacola, to expand its science, technology, and engineering programs. The leased space will be used for course instruction, research, and development activities that align with the Port's maritime and economic development initiatives.

Under the terms of the lease, UWF will pay a one-time, non-refundable rent payment of $1,413,846 in exchange for occupancy of the space for 15 years. UWF will be responsible for all operational costs, including utilities, maintenance, and janitorial services.

If UWF elects to terminate the lease, it may do so with 90 days' notice, but no portion of the rent will be refunded. The City also retains the right to relocate UWF to a comparable space at the Port with 60 days' notice, with all moving costs reimbursed by the City.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

The City will receive a one-time rent payment of $1,413,846, and UWF will assume responsibility for all operational costs associated with its use of Warehouse #8. The City may also incur costs associated with relocation if necessary.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Thomas Coggin, Interim Port Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-15
2. Supplemental Budget Explanation No. 2025-15
3. REVISED - Supplemental Budget Resolution No. 2025-15
4. REVISED - Supplemental Budget Explanation No. 2025-15

PRESENTATION: No

RESOLUTION
NO. 2025-15

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. PORT FUND

As Reads	Transportation	2,914,300
Amended To Read:	Transportation	2,915,714
As Reads	Capital Outlay	5,702,553
Amended To Read:	Capital Outlay	5,703,967

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

March 2025 - SUPPLEMENTAL BUDGET RESOLUTION - Port of Pensacola - Lease Agreement with UWF - Warehouse#8 - Explanation NO. 2025-15

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
Transportation	1,414	Increase appropriation for Lease Agreement with UWF- Warehouse #8
Total Revenues	1,414	
Appropriations		
Capital Outlay	1,414	Increase appropriation for Capital Outlay
Total Appropriations	1,414	

RESOLUTION
NO. 2025-15

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. PORT FUND

To:	PORT-UWF:WAREHOUSE 8 LEASE	1,413,846
As Reads	Capital Outlay	5,702,553
Amended To Read:	Capital Outlay	7,116,399

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

March 2025 - SUPPLEMENTAL BUDGET RESOLUTION - Port of Pensacola - Lease Agreement with UWF - Warehouse#8 - Explanation NO. 2025-15

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
PORT-UWF:WAREHOUSE 8 LEASE	1,413,846	Appropriate funding for lease Agreement with UWF- Warehouse #8
Total Revenues	1,413,846	
Appropriations		
Capital Outlay	1,413,846	Increase appropriation for Capital Outlay
Total Appropriations	1,413,846	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-325 | Agenda Conference | 3/24/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-14 - FY 2025 NON-ENCUMBERED CARRYOVER - GENERAL FUND & LAW ENFORCEMENT TRUST FUND (LETF) ADDITIONAL BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-14.

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 #1: Attainable Housing for All Income Levels, Goal #2: Safe Streets for All Mobilities, Goal #3: Support for Youth Experiences, Goal #4: Resilient Waterfronts & Neighborhoods, Goal #5: More Walkable, Mixed-Use Districts, Goal #6: Public Spaces that Connect Communities, Goal #7: Thriving Innovation & Businesses, Goal #8: Neighborhoods that Celebrate Culture and Honor Legacy, and this action is a necessary function of municipal government.

The attached unencumbered carryover budget resolution includes appropriations for the following:

Items budgeted in FY 2024 but not purchased or encumbered

For various reasons, certain items that were budgeted in FY 2024 were not purchased or encumbered. The unexpended appropriations are carried forward to the new fiscal year so that these items can be purchased.

City Council Operating Funds in the amount of $410,000 are being carried forward to FY 2025 for continued operation.

Balances remaining for the following funds are also being carried forward: Fire Department, & Public Works

Items to be purchased with additional unexpended FY 2024 appropriations

During the carry-forward process, departments request high priority items that have not yet been funded. Some of these high-priority items could not be funded due to funding constraints. City Council ended FY24 with an available balance of $872,506, but of that amount Council agreed to utilize $216,000 for Public Safety equipment for the Pensacola Police Department and $198,201 for vital repairs and renovations to City facilities.

All of these new allocation requests can be seen in attachment A, under Items to be purchased with additional unexpended FY 2024 appropriations. Items budgeted in FY 2024 but not purchased or encumbered, Changes in revenue estimates, and other changes can also be seen in the detailed explanation attachment.

Appropriation of Fund Balance

Fund Balance is appropriated as necessary to cover the planned expenditures.

PRIOR ACTION:

September 11, 2024 - City Council formally adopted a beginning FY 2025 Budget on Budget Resolution No. 2024-75.

March 13, 2025 - City Council formally adopted a Non-Ecumbered Carryover Budget Resolution No. 2025-1.

FUNDING:

N/A

FINANCIAL IMPACT:

The General Fund (along with the Special Assessment subsidiary fund) completed fiscal year 2024 with a total fund balance of $32,066,383. Of this amount, is $642,806 is unassigned. The remaining amounts have been assigned according to the attached breakdown. This supplemental budget resolution contemplates using the entire available $642,806 for projects and other costs. In addition, another $300,000 will be taken from the Fund Balance designated for Natural Disasters to fund the unanticipated costs associated with the January snow event, and $855,431 will be taken from the Fund Balance designated for the Unfunded Pension Liability.

The Fund Balance designated for the Unfunded Pension Liability was established at the end of FY23 to assist in funding increases in the City's General Pension's required contributions. These increases were anticipated to start in FY25 (the General Pension contribution increased by $536,080) and are expected to continue through the end of FY26 when it is expected to increase to near $7,000,000. It is then expected to decline. To date, this assigned Fund Balance has not been drawn down.

All appropriations of City funds in the supplemental budget resolution are covered by fund balances, shifts in expenses, or estimated revenue changes. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2025.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-14
2. Supplemental Budget Explanation No. 2025-14
3. Attachment A
4. FYE 2024 Fund Balance Breakdown - General Fund

PRESENTATION: No

RESOLUTION
NO. 2024-14

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. GENERAL FUND

Fund Balance		1,411,032
1) City Council		
As Reads:	Operating Expenses	736,855
Amended To Read	Operating Expenses	1,146,855
2) Mayor		
As Reads:	Operating Expenses	1,057,571
Amended To Read	Operating Expenses	1,082,571
3) Development Services		
As Reads:	Operating Expenses	319,319
Amended To Read	Operating Expenses	329,719
4) Facilities & Fleet Maintenance		
As Reads:	Operating Expenses	1,720,498
Amended To Read	Operating Expenses	2,000,498
5) Public Works		
As Reads:	Operating Expenses	3,448,108
Amended To Read	Operating Expenses	3,874,060

6) Fire		
As Reads:	Operating Expenses	2,091,571
Amended		
To Read	Operating Expenses	2,135,251
7) Police		
As Reads:	Operating Expenses	5,391,168
Amended		
To Read	Operating Expenses	5,607,168

B. LAW ENFORCEMENT TRUST FUND

	Fund Balance	30,000
As Reads:	Operating Expenses	56,924
Amended		
To Read:	Operating Expenses	86,924

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

Adopted: ______________________

Approved: ______________________
President of City Council

Attest:

____
City Clerk

THE CITY OF PENSACOLA

MARCH 2025 UNENCUMBERED CARRYOVER RESOLUTION NO. 2025-14

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Fund Balance	1,411,032	Increase appropriated fund balance - FY 2024 Departmental Carryforward
Appropriations		
(1) City Council		
Operating Expenses	410,000	Increase appropriation for Operating Expenses - FY 2024 Carryforward
(2) Mayor		
Operating Expenses	25,000	Increase appropriation - Operating Expenses- FY 2024 Carryforward
(3) Development Services/ Planning Services		
Operating Expenses	10,400	Increase appropriation - Operating Expenses- FY 2024 Carryforward
(4) Facilities & Fleet Maintenance		
Operating Expenses	280,000	Increase appropriation - Operating Expenses- FY 2024 Carryforward
(5) Public Works		
Operating Expenses	425,952	Increase appropriation - Operating Expenses- FY 2024 Carryforward
(6) Fire		
Operating Expenses	43,680	Increase appropriation for Operating Expenses - FY 2024 Carryforward
(7) Police		
Operating Expenses	216,000	Increase appropriation for Operating Expenses - FY 2024 Carryforward
Total Appropriations	1,411,032	
B. LAW ENFORCEMENT TRUST FUND		
Fund Balance	30,000	Increase appropriated fund balance
Appropriations		
Operating Expenses	30,000	Increase Appropriation for Operating Expenses - FY 2024 Carryforward
Total Appropriations	30,000	

Attachment A

Items to be purchased with additional unexpended FY 2024 appropriations

General Fund New Allocations

Description	Department	Amount
Computer for Interns	Mayor	$25,000
Public Safety Equipment	Police	216,000
Maintaining Buildings	Facilities	280,000
Fire Protective Gear	Fire	13,680
Party in the Park	Development Services	10,400
Safe Streets – Grant Match	Public Works	44,000
Bayfront Landscaping	Public Works	78,000
Snow Event 2025	Public Works	300,000
Total		$967,080

LETF

Description	Department	Amount
HERO Program	Police	30,000
Total		$30,000

Breakdown General Fund Balance - FYE 2024

Non-Spendable General Fund Balance		
Prepaid Expense (CR)	+	439,144.16
Restricted General Fund Balance		
Encumbrances less C/P less R/P (CR)	+	2,290,889.29
Opioid	+	225,113.61
Saenger Capital (CR)	+	541,839.85
Sub-Total Restricted Fund Balance		3,057,842.75
Commited		
Beginning Fiscal Year Reserve (Designated Contingency 246006) (CR)		15,586,480.00
Interest (CR)	+	-
Additional Revenue To Be Added To Reserve	+	-
Sub-Total Council Reserve		15,586,480.00
Park Purchases (CR)	+	56,433.88
Tree Planting Trust Fund (CR)	+	561,176.32
Sub-Total Committed Fund Balance		16,204,090.20
Assigned		
Plus Acutuarial Unfunded Pension Liability (283(	+	2,500,000.00
Plus 3% Fund Balance (283003) (CR)	+	5,100,000.00
Plus Budgeted Appropriation (283002) (CR)	+	-
Plus Designated for Natural Disaster	+	2,550,000.00
Plus Skanska	+	241,025.25
Plus Lien Amnesty (283013) (CR)	+	28,269.13
Plus Economic Incentive (283015) (CR)	+	-
Library Capital Improv (283031) (CR)	+	231,746.90
Housing Initiative (283004) (CR)	+	508,875.57
Specl Assmt Total Operating (less net encum 24	+	562,583.48
Sub-Total Assigned Fund Balance		11,722,500.33
Unassigned		
Plus Administration Carry forward Appropriation	+	-
Unreserved Fund Balance (CR) (see calculation	+	642,805.67
Sub-Total Unassigned Fund Balance		642,805.67
Total General Fund & Specl Assmt Fund Balance (CAFR)		**32,066,383.11**

$855,431 will be taken from this Assigned Fund Balance to pay for projects funded on this amendment.

$300,000 will be taken from this Assigned Fund Balance to pay for the estimated Snow Event costs incurred by the General Fund.