



City of Pensacola

Agenda Conference

Agenda

Monday, February 6, 2023, 3:30 PM

Council Chambers, 1st Floor

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

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. [23-00090](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL
PRESIDENT DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of \$650 to the General Daniel "Chappie" James, Jr. Museum of Pensacola and \$1,000 to Warrington Youth Sports for the Pensacola Youth Basketball League from the City Council Discretionary Funds for District 7.

Sponsors: Delarian Wiggins
2. [23-00113](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER
ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$500 to Youths Left Behind from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton

3. [23-00101](#) TENTATIVE AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) AND MEMORANDA OF UNDERSTANDING WITH THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC. (FOP SERGEANTS AND LIEUTENANTS) REGARDING JUNETEENTH.
- Recommendation:** That City Council approve the Tentative Agreement with AFSCME (subject to ratification of tentative agreement by the union) and the Memoranda of Understanding between the City of Pensacola and the Florida State Lodge Fraternal Order of Police, Inc. (FOP Sergeants and Lieutenants).
- Sponsors:** D.C. Reeves
- Attachments:** [Juneteenth MOUs and TA Signed](#)
[Memorandum of Understanding \(MOU\) - FOP Sergeants](#)
[Tentative Agreement - AFSCME](#)
4. [23-00112](#) APPOINTMENT: BOARD OF TRUSTEES - POLICE OFFICERS' RETIREMENT FUND
- Recommendation:** That City Council appoint one individual to the Board of Trustees - Police Officers' Retirement Fund for a term of two (2) years, expiring December 31, 2024.
- Sponsors:** Delarian Wiggins
- Attachments:** [Member List](#)
[Application of Interest - Stephanie Taylor](#)
5. [23-00103](#) MAYORAL APPOINTMENT - DOWNTOWN IMPROVEMENT BOARD (DIB)
- Recommendation:** That City Council affirm the Mayor's appointment of Chris McKean to the Downtown Improvement Board to fill an unexpired term ending June 30, 2024.
- Sponsors:** D.C. Reeves
- Attachments:** [Resume - Chris McKean](#)
[Application of Interest - Chris McKean](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

6. [23-00124](#) CITY COUNCIL CONSENT TO THE MAYOR'S APPOINTMENT OF ERICA GRANCAGNOLO AS ECONOMIC & NEIGHBORHOOD DEVELOPMENT DIRECTOR
- Recommendation:** That City Council consent to the Mayor's appointment of Erica Grancagnolo as Economic & Neighborhood Development Director in accordance with City Charter Section 4.01 (a)(7).
- Sponsors:** D.C. Reeves
- Attachments:** [Grancagnolo Resume](#)
7. [23-00045](#) APPROVAL OF AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA REGARDING THE ROGER SCOTT TENNIS CENTER IMPROVEMENTS PROJECT
- Recommendation:** That City Council approve the Amendment to the Interlocal Agreement between Escambia County, Florida and the City of Pensacola regarding the Roger Scott Tennis Improvements Project. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amended Interlocal Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:** D.C. Reeves
- Attachments:** [Amendment of Interlocal Agreement between Escambia County, Floi](#)
8. [23-00006](#) AWARD OF BID #23-004 ROGER SCOTT TENNIS CENTER IMPROVEMENTS
- Recommendation:** That City Council award Bid #23-004 Roger Scott Tennis Center Improvements to Biggs Construction Company, Inc., of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$3,090,559.44 plus Bid Alternate in the amount of \$68, 907.00 plus 10% contingency in the amount of \$315,946.64 for a total amount of \$3,475,413.08. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:** D.C. Reeves
- Attachments:** [Bid Tabulation, Bid No. 23-004](#)
[Final Vendor Reference List, Bid No. 23-004](#)
[Map - Roger Scott Tennis Center Improvements](#)

9. [23-00081](#) PURCHASE AND INSTALLATION OF BLEACHERS AND SHADE STRUCTURES AT MAGEE FIELD

Recommendation: That City Council approve the purchase and installation of bleachers and shade structures for Magee Field from GameTime C/O Struthers Recreation, LLC through Omini Partners cooperative purchasing (Contract #2017001135) for \$34,771.89. Further that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: [Magee Field Bleachers and Shade Structures Quote](#)
[Location Map Magee Field](#)
[Magee Field Aerial Map](#)

10. [2023-006](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-006 - FEDERAL LAW ENFORCEMENT TRUST FUND PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-006.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: [Supplemental Budget Resolution No. 2023-006](#)
[Supplemental Budget Explanation No. 2023-006](#)
[Letter of Certification](#)

11. [23-00046](#) PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT #422354-3-94-04- SEAPORT SECURITY GRANT

Recommendation: That City Council accept Florida Seaport Transportation Economic Development (FSTED) Grant #422354-3-94-04 for seaport security in the amount of \$34,680 with a \$11,560 local match for a total grant value of \$46,240. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a supplemental budget resolution appropriating the funds.

Sponsors: D.C. Reeves

Attachments: [Public Transportation Grant Agreement #422354-3-94-04](#)
[Supplemental Budget Resolution](#)
[Supplemental Budget Explanation](#)

12. [2023-007](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-007 - PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT #422354-3-94-04 - SEAPORT SECURITY GRANT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-007.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: [Supplemental Budget Resolution No. 2023-007](#)
[Supplemental Budget Explanation No. 2023-007](#)

13. [23-00074](#) FY2023 FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION
LIFESAVING EQUIPMENT GRANT

Recommendation: That City Council accept FY 2023 Firehouse Subs Public Safety Foundation Lifesaving Equipment Grant in the amount of \$27,900.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a supplemental budget resolution allocating the funds.

Sponsors: D.C. Reeves

Attachments: [Firehouse Subs Public Safety Foundation Lifesaving Equipment Grant](#)
[Budget Summary Cardiac Science G5 AED](#)
[Grant Award Letter](#)
[Supplemental Budget Resolution No. 2023-009](#)
[Supplemental Budget Explanation No. 2023-009](#)

14. [2023-009](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-009 - FY2023
FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION LIFESAVING
EQUIPMENT GRANT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-009

A RESOLUTION AUTHORIZING AND MAKING REVISIONS
AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING
SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: [Supplemental Budget Resolution No. 2023-009](#)
[Supplemental Budget Explanation No. 2023-009](#)

15. [2023-010](#) RESOLUTION NO. 2023-10 - INTERLOCAL AGREEMENT:
PARTICIPATION IN A LOCAL GOVERNMENT INVESTMENT POOL

Recommendation: That City Council approve Resolution Number 2023-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA; APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: [Resolution No. 2023-010](#)
[Exhibit A-FLCLASS Interlocal Agreement](#)
[FLCLASS Investment Policy](#)
[FLCLASS Portfolio Composition](#)

16. [07-23](#) PROPOSED ORDINANCE NO. 07-23 - AMENDING SECTIONS 6-3-10, 6-3-12, 6-3-15 AND 6-3-19 OF THE CODE OF THE CITY OF PENSACOLA - ALLOWING DOWNTOWN IMPROVEMENT BOARD (DIB) TO OPERATE PALAFOX MARKET WITHIN PLAZA FERDINAND

Recommendation: That City Council approve Proposed Ordinance No. 07-23 on first reading.

AN ORDINANCE AMENDING SECTIONS 6-3-10, 6-3-12, 6-3-15 AND 6-3-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ALLOWING DOWNTOWN IMPROVEMENT BOARD (DIB) TO OPERATE PALAFOX MARKET WITHIN PLAZA FERDINAND; REQUIRING INTERLOCAL AGREEMENT BETWEEN DIB AND CITY TO GOVERN OPERATION OF PALAFOX MARKET; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: [Proposed Ordinance No. 07-23](#)

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

CITY ADMINISTRATOR'S COMMUNICATION**CITY ATTORNEY'S COMMUNICATION****CITY COUNCIL COMMUNICATION****ADJOURNMENT**

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 #: 23-00090

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT DELARIAN WIGGINS - DISTRICT 7

RECOMMENDATION:

That City Council approve funding of \$650 to the General Daniel "Chappie" James, Jr. Museum of Pensacola and \$1,000 to Warrington Youth Sports for the Pensacola Youth Basketball League from the City Council Discretionary Funds for District 7.

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 General Daniel "Chappie" James, Jr. Museum of Pensacola was established for the benefit of the public for the creation of a museum commemorating the life and accomplishments of USAF General Daniel "Chappie" James, Jr. through the collection, preservation, and interpretation of related historical memorabilia, exhibitions, lectures, classes, programs and activities that illustrate his lifelong achievements. The museum is funded in part by the Florida Department of State, Division of Cultural Affairs as well as through a partnership between the Eastside Neighborhood Association, the City of Pensacola Community Redevelopment Agency and through donations from the community. One of the museum's fundraisers is an annual gala celebrating General James and raising money for their annual fund. Funds will be used towards the sponsorship of a table at the event which is to be held on Saturday, February 4, 2023.

The Warrington Youth Sports Association provides sports for children ages 4 - 14 years old. They offer football, cheerleading, basketball, baseball and track and field. Their motto is God, Education and Sports. Donations towards their association provides funding to help them with their mission to change the lives of the youth through sports. Funding will be used towards the sponsorship of their Pensacola Youth Basketball League.

PRIOR ACTION:

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

FUNDING:

Budget:	\$11,073	District 7 Discretionary Funds
Actual:	\$ 650	General Daniel "Chappie" James, Jr. Museum of Pensacola
	<u>1,000</u>	Warrington Youth Sports
	<u>\$ 1,650</u>	

FINANCIAL IMPACT:

A balance of \$11,073 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of \$9,423 will remain in the District 7 Discretionary Fund Account.

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 #: 23-00113

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Allison Patton

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of \$500 to Youths Left Behind from the City Council Discretionary Funds for District 6.

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.

Youths Left Behind Corp. provides mentorship and guidance to children with incarcerated parents. Their objective is to aid and assist youth who've been affected by a parent, guardian or loved one caught up in the system of mass incarceration, drug addiction and to provide comprehensive mentorship. Funding will go towards their general operations.

PRIOR ACTION:

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

FUNDING:

Budget: \$19,322.68 District 6 Discretionary Funds

Actual: \$ 500.00 Youths Left Behind

FINANCIAL IMPACT:

A balance of \$19,322.68 remains within the District 6 Discretionary Fund Account. Upon approval by

City Council, a balance of \$18,822.68 will remain in the District 6 Discretionary Fund Account.

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 #: 23-00101

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

TENTATIVE AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) AND MEMORANDA OF UNDERSTANDING WITH THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC. (FOP SERGEANTS AND LIEUTENANTS) REGARDING JUNETEENTH.

RECOMMENDATION:

That City Council approve the Tentative Agreement with AFSCME (subject to ratification of tentative agreement by the union) and the Memoranda of Understanding between the City of Pensacola and the Florida State Lodge Fraternal Order of Police, Inc. (FOP Sergeants and Lieutenants).

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City has been in negotiations with the American Federation of State, County, and Municipal Employees (AFSCME) for an agreement for the period October 1, 2021 through September 30, 2024, with tentative agreement on wages already reached. The City has collective bargaining agreements with the Florida State Lodge Fraternal Order of Police, Inc. (FOP Officers, Sergeants, and Lieutenants), effective through September 30, 2024. The FOP Officers Agreement is not impacted by this item. Memoranda of Understanding have been reached with FOP Sergeants and Lieutenants to recognize the additional holiday of Juneteenth. A tentative agreement providing the same has been reached with AFSCME and is expected to be approved by a vote of the members in early February as part of the collective bargaining agreement. The sole purpose of the memoranda of understanding with FOP and the tentative agreement proposed here for AFSCME is to recognize that the bargaining unit members will receive an additional holiday, Juneteenth, consistent with the fact that non-union employees are receiving that benefit. The Fiscal Year 2023 budget anticipated this benefit would be extended and incorporated the fiscal impact noted below.

PRIOR ACTION:

AFSCME Tentative Agreement on Wages approved at the September 23, 2021 City Council Meeting; Fraternal Order of Police Lieutenants and Sergeants Collective Bargaining Agreement Ratification

Approved By City Council on September 23, 2021.

FUNDING:

Budget: \$

Actual: \$

FINANCIAL IMPACT:

The cost associated with this item is approximately \$10,000.00, specific to Sanitation employees, and previously incorporated in the Fiscal Year 2023 Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Ted Kirchharr, Human Resources Director

Renay Pierre-Robinson, Assistant Human Resources Director

ATTACHMENTS:

- 1) Memorandum of Understanding (MOU) - FOP Lieutenants
- 2) Memorandum of Understanding (MOU) - FOP Sergeants
- 3) Tentative Agreement - AFSCME

PRESENTATION: No

MEMORANDUM OF AGREEMENT

The City of Pensacola (the "City") and the Florida State Lodge, Fraternal Order of Police, Inc. (F.O.P.), Police Lieutenants by and through the undersigned president of Local 71 ("the Union") are hereinafter collectively referred to as the "Parties."

WHEREAS, on January 11, 2023, the City and the F.O.P., Police Lieutenants hereby reach this Memorandum of Agreement ("Agreement") on holidays as follows:

1. The Parties have agreed to the following amendments/changes to the 2021-2024 Collective Bargaining Agreement that become effective on January 11, 2023, reflected as follows:

Article 30.1

Holidays are amended to include Juneteenth as an observed holiday beginning in 2023. *Weekend observance.* Unless otherwise directed by the mayor, when the holiday falls on Saturday, the city's official observance will be on Friday, and when the holiday falls on Sunday, Monday will be the day of observance.

IN WITNESS THEREOF, the parties have set their signatures on the date last written below.


CITY Representative

 1/11/2023
Joshua Hudson
FOP Local 71 Representative

MEMORANDUM OF AGREEMENT

The City of Pensacola (the "City") and the Florida State Lodge, Fraternal Order of Police, Inc. (F.O.P.), Police Sergeants by and through the undersigned president of Local 71 ("the Union") are hereinafter collectively referred to as the "Parties."

WHEREAS, on January 9, 2023, the City and the F.O.P., Police Sergeants hereby reach this Memorandum of Agreement ("Agreement") on holidays as follows:

1. The Parties have agreed to the following amendments/changes to the 2021-2024 Collective Bargaining Agreement that become effective on January 9, 2023, reflected as follows:

Article 31.1

Holidays are amended to include Juneteenth as an observed holiday beginning in 2023. *Weekend observance.* Unless otherwise directed by the mayor, when the holiday falls on Saturday, the city's official observance will be on Friday, and when the holiday falls on Sunday, Monday will be the day of observance.

IN WITNESS THEREOF, the parties have set their signatures on the date last written below.


CITY Representative

 1/9/2023
Joshua Hudson
FOP Local 71 Representative

TENTATIVE AGREEMENT

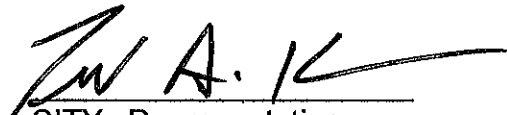
The City of Pensacola (the "City") and the American Federation of State, County, and Municipal Employees ("AFSCME") Florida Council 79, by and through the undersigned president of Local 3253 ("the Union") are hereinafter collectively referred to as the "Parties."

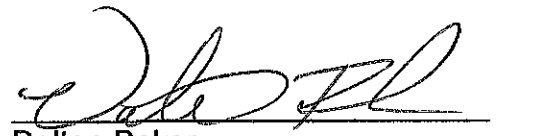
WHEREAS, on December 20, 2022, the City and AFSCME hereby reach this Tentative Agreement ("Agreement") as follows:

Article 23: Section 1.

Recognized Holidays are amended to include Juneteenth as an observed holiday beginning in 2023 for all currently employed bargaining unit members. *Weekend observance*. Unless otherwise directed by the mayor, when the holiday falls on Saturday, the city's official observance will be on Friday, and when the holiday falls on Sunday, Monday will be the day of observance.

IN WITNESS THEREOF, the parties have set their signatures on the date last written below.


CITY Representative


Dalton Baker
AFSCME Local 3253 Representative



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00112

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

APPOINTMENT: BOARD OF TRUSTEES - POLICE OFFICERS' RETIREMENT FUND

RECOMMENDATION:

That City Council appoint one individual to the Board of Trustees - Police Officers' Retirement Fund for a term of two (2) years, expiring December 31, 2024.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The board oversees administration of the Police Pension Fund and investment of pension funds. The board is composed of five members, two appointed by City Council, two elected by police officers, and one appointed by the other four members.

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

Nominee:

Stephanie Taylor

Nominated by:

Incumbent

PRIOR ACTION:

City Council makes appointments to this board biennially.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Application of Interest - Stephanie Taylor

PRESENTATION: No

Board of Trustees - Police Officers' Retirement Fund

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Ball, Bryan		Council	3	2022	12/31/2022	1/12/2017	2	
Bradley, Patrick	Police	elected-police officers	2	2022	6/30/2023	4/17/2015	2	
Randle, Rodney C.		Other 4 Members	2	2022	12/31/2022	2/11/2010	2	
Taylor, Stephanie	Attorney	Council	6	2022	12/31/2022	12/16/2010	2	
Thompson, Shawn	Police	elected-police officers	2	2022	6/30/2023	8/27/2014	2	

Term Length: TWO YEAR TERMS

COMPOSED OF FIVE MEMBERS OF WHICH TWO ARE APPOINTED BY THE CITY COUNCIL. COUNCIL APPOINTEES MUST BE CITY RESIDENT; NO QUALIFICATIONS.

From: noreply@civicplus.com
Sent: Thursday, December 15, 2022 12:41 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name	Stephanie A Taylor
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Home Address	648 E Romana Street Pensacola, FL 32502
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Business Address	1700 W. Main Street, Suite 100 Pensacola, FL 32502
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To which address do you prefer we send correspondence regarding this application?	Business
---	----------

Preferred Contact Phone Number(s)	8507769194
-----------------------------------	------------

Email Address	staylor@twwlawfirm.com
---------------	--

Upload Resume (optional)	Field not completed.
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(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	<i>Field not completed.</i>
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:	Pensacola Police Pension Board
Please list the reasons for your interest in this position:	I have been on the board for over 10 years. I believe it is a good way to fulfill our civic and community responsibility.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Pensacola Police Pension
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	Caucasian

Physically Disabled

No

(Section Break)

Acknowledgement of Terms I accept these terms.

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00103

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

MAYORAL APPOINTMENT - DOWNTOWN IMPROVEMENT BOARD (DIB)

RECOMMENDATION:

That City Council affirm the Mayor's appointment of Chris McKean to the Downtown Improvement Board to fill an unexpired term ending June 30, 2024.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Downtown Improvement Board (DIB) is a quasi-governmental, not-for-profit agency created in 1972 for the purpose of physically, economically, and socially revitalizing downtown Pensacola. The DIB coordinates the marketing and promotion of the 44-block central business core of downtown Pensacola.

The DIB was created by a Special Act of the Florida Legislature Section 72.662 and is to be composed of five (5) members appointed by the Mayor and confirmed by the City Council. Members must be owners of realty within the downtown area, subject to ad valorem taxation, or a lessee thereof required by lease to pay taxes. No voting member may be a City or County Officer or employee.

Article II, Section I (1) - Board Composition, Term and Appointments, states in part, "...The Board shall be composed of five (5) members appointed by the Mayor of Pensacola with the concurrence of the Pensacola City Council for three (3) year staggered terms."

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/31/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator

ATTACHMENTS:

- 1) Resume - Chris McKean
- 2) Application of Interest - Chris McKean

PRESENTATION: No

Employment

The Northern Trust Company

Senior Banker, Senior Vice President

2005 - Present

Senior relationship manager responsible for a portfolio of large corporate clients in the financial institutions group; covering clients nationwide. Responsible for all client interactions involved in the administration of a \$2 billion credit portfolio and the cross sell of banking products. Indirectly manage three credit analysts to prepare credit memorandum and administer the credit process.

Established and manage the bank's investment banking strategic alliance with select investment banks. Started in 2005, deal flow has now grown to ~100+ transactions per annum, across all industries (20+ bankers), producing average gross economics of \$20mm per annum.

Since 2009, given responsibility for the bank's secondary loan trading desk, including execution. Managed one indirect report and interfaced with 20+ bankers to execute our strategy. Maintain active calling relationships with NY syndication and secondary trading desks.

Since 2013, established tri-party, term, reverse repo book (i.e. wholesale funding) sourced from NY trading desks. More recently, entered the FICC repo space as an authorized counterparty.

Senior Credit Portfolio Manager, Vice President

2001 - 2005

Relationship manager and analyst for clients of Northern's Large Corporate Credit division. Portfolio included 35 corporate, insurance, and not-for-profit clients, with primary relationship management responsibilities for 15 clients.

Business Process Analyst, Officer

1998 - 2001

Process auditor for Northern's Residential Lending division. Responsible for analyzing business processes to identify areas for improved workflow.

Wells Fargo Financial Inc.

Branch Manager

1993 - 1998

Managed a \$10 million full-service consumer-lending branch with staff of six. Products included mortgage and consumer loans, credit cards, and purchase money sale finance contracts

Community Involvement:

Board of Trustees, The Catherine Cook School

2008 - 2010

PreK-Eighth Grade Private School in Chicago's Olde Town neighborhood. Time served coincided with the School's financing of a \$4.5mm campus expansion.

Executive Board Member, Heart of Pensacola

2020 - Present

We are a local philanthropy who have partnered with the American Heart Association to promote healthy food alternatives in existing food insecure programs in the Pensacola area. Our primary areas of focus are elementary school backpack programs and food Rx programs, via local health providers.

Education

Loyola University

Bachelor of Business Admin.

Class of 1991

Booker T. Washington

Wildcat

Class of 1987

St. Paul Catholic School

Spartan

Class of 1983

From: noreply@civicplus.com
Sent: Monday, January 16, 2023 12:25 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Application for Boards, Authorities, and Commissions - Mayoral Appointment

This application will be utilized in considering you for appointment by the Mayor to various boards and advisory committees. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

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

If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Chris McKean
Home Address	1304 N Barcelona St. Pensacoal, FI 32501
Business Address	319 N Tarragona St. Pensacola, FL 32501
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	(312)833-2618
Email Address	kcmckean@gmail.com
Upload Resume (optional)	McKean Resume 2023.doc

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	5
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Downtown Improvement Board
Please list the reasons for your interest in this position:	Owner of local business and I want to see our city, and the downtown area specifically, thrive.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Pensacola Heart
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms I accept these terms.

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00124

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

CITY COUNCIL CONSENT TO THE MAYOR'S APPOINTMENT OF ERICA GRANCAGNOLO AS ECONOMIC & NEIGHBORHOOD DEVELOPMENT DIRECTOR

RECOMMENDATION:

That City Council consent to the Mayor's appointment of Erica Grancagnolo as Economic & Neighborhood Development Director in accordance with City Charter Section 4.01 (a)(7).

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Charter Section 4.01(a)(7) - Powers and Duties of the Mayor states:

(7) To appoint the head of each department, with the consent of the City Council by an affirmative vote of a majority of City Council Members.

After an extensive search and due diligence conducted by City administrative staff, the Mayor presents for your consideration and consent, Erica Grancagnolo as his appointee for the Economic & Neighborhood Development Director.

Ms. Grancagnolo will be charged with organizing and implementing the City's economic development initiatives, through identifying potential business groups and leaders, assisting with newly established business associations and through planning and organizing a wide variety of economic development programs.

Ms. Grancagnolo was the Assistant Airport Director -Strategy & Development Air Service Development Manager at the Pensacola International Airport. Before joining the City of Pensacola, she served as the Santa Rosa Economic Development Associate Director, she has many years of background experience working in public service.

PRIOR ACTION:

None

FUNDING:

\$ N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

Kerrith Fiddler, City Administrator

ATTACHMENTS:

1) Resume

PRESENTATION: No

CONTACT

 850.982.0231
 5568 Heatherton Road
 Milton, FL 32570
 grano.eric@gmail.com

EDUCATION

M.P.A. 2005
Texas A&M University-
Corpus Christi, TX

B.A. Political Science, 2001
University of Arizona-
Tucson, AZ

ACHIEVEMENTS

 850 Business Magazine
2020 Pinnacle Award Winner

 Project Management
Professional (PMP)
Certification 2020

BOARDS

Ex-officio member **Santa Rosa**
Chamber of Commerce Board
2019-2022

Ex-officio member **Career**
Source Escarosa Board
2020-2022

ERICA GRANCAGNOLO

SUMMARY

Broad experience working closely with elected officials and executive leadership in diverse local governments on a wide range of issues including economic development, planning and development, strategic planning, capital project funding, infrastructure/utility needs and water quality/environmental issues. Demonstrated ability to effectively engage with stakeholders, partners, and staff. Advocate of a solution-oriented approach to complex issues.

EXPERIENCE

Assistant Airport Director-Strategy & Development **Air Service Development Manager**

Pensacola International Airport (Jan 2022-Now)

Craft and implement the airport communication and marketing strategy; customer experience strategy; and the air service development strategy. Identify funding opportunities and partnerships to support airport growth.

Associate Director ***Santa Rosa Economic Development (Jan 2019-Jan 2022)***

Responsible for all activities related to business attraction and incentives; business retention and expansion; marketing; workforce development; program and project management.

Accomplishments include:

- Development and management of **4 Triumph Gulf Coast** grant awards **totaling \$34 million** for industrial park infrastructure projects including Whiting Aviation Park, a \$10.5 million project that was completed on schedule and on budget.
- Recruitment of **Leonardo Helicopters**, who will construct a 75,000 sq. ft. customer support center at Whiting Aviation Park. Recruitment efforts included an innovative plan to construct a temporary hangar at Peter Prince Airport as well as detailed coordination with **Space Florida** and the **US Navy**.
- Implementation of the first **small business assistance** program in the region at the start of the pandemic, distributing **\$100,000 within 2 weeks** of the shutdown, and through a partnership with the Small Business Development Center a grand total of **\$3 million** was distributed to small businesses in 2020.
- Facilitation of a solution to provide **wastewater infrastructure** for county owned industrial parks during a time of unprecedented growth.

COMMUNITY

Mentor with UWF Executive
Mentorship Program

PUBLIC SPEAKING HIGHLIGHTS

- Governor's Press Conference 2021
- Leonardo Ribbon Cutting 2021
- Panelist Enterprise Florida Virtual Select Florida Foreign Direct Investment Expo 2021
- Helicopter hangar groundbreaking 2020
- Presenter Saltmarsh Construction Industry Update 2020

NOTEWORTHY SKILLS

Relationship building and effective communication with **C-suite executives** across the country and in vastly different industries

ERICA GRANCAGNOLO

Grants and Special Programs Manager

Santa Rosa County (Apr 2015-Dec 2019)

Oversight of long-term grant funded programs including Strategic Defense Program, Flood Mitigation Program, Oil Spill Funding Programs, and Environmental Initiatives. Supervision of 1 employee.

Accomplishments included:

- County wide implementation of new guidelines for **federal funding**
- Management of Enterprise-Wide **Risk Assessment**

Planner

City and County of Honolulu (Oct 2007-Aug 2008)

Managed Special Use Waiver Process to include public hearings on complex land issues.

Accomplishments included:

- Investigative efforts resulted in resolution of complex land rights scenarios, within the context of the unique zoning laws in Hawaii

Program Supervisor

City of Austin, TX (Jun 2006-Apr 2007)

Managed the residential plan and zoning review section for the Watershed Protection and Development Review Department, supervising a staff of 11 planners and 2 administrative positions.

Accomplishments included:

- Successfully implemented **highly controversial** new residential design standards at the height of the residential building boom to include a **public "roll out"** with information seminars, **media updates**, trainings, and relationship building activities.
- Eliminated months-long backlog of permits by **creating new review process** to provide better customer service/quicker response time, ultimately earning a significantly improved customer satisfaction rating.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00045

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPROVAL OF AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA REGARDING THE ROGER SCOTT TENNIS CENTER IMPROVEMENTS PROJECT

RECOMMENDATION:

That City Council approve the Amendment to the Interlocal Agreement between Escambia County, Florida and the City of Pensacola regarding the Roger Scott Tennis Improvements Project. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amended Interlocal Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Escambia County and the City of Pensacola entered into an Interlocal Agreement regarding Roger Scott Tennis Improvements Project in November 2021. The Interlocal Agreement outlined terms, responsibilities, and funding contribution of both parties.

At the time of the Interlocal Agreement execution, the project scope was to reconstruct the 18 hard courts with concrete, parking lot and stormwater pond. The City solicited bids on two separate occasions following the execution, and both returned bids significantly higher (\$1M+) than the project budget. After further evaluation of the construction material (concrete compared to asphalt) and discussion with the City Council, the Mayor's Office and the tennis community at Roger Scott, it was decided to redesign the project from concrete to asphalt and re-solicit for new bids.

City staff then tasked the engineer of record to perform the redesign and advertised the construction plans late 2022. The City received 4 responsive bids with all 4 bids within project budget.

The Agreement is amended to reflect that the total construction cost is \$3,555,413.08, to include the base bid amount of \$3,090,559.44, bid alternate 1 in the amount of \$68,907.00, 10% construction contingency of \$315,946.64, and CEI services of \$80,000.00. The Roger Scott Tennis Center Improvements Project will include reconstructing the 12 asphalt tennis courts on the south and central rows with asphalt and recoating the 5 tennis courts on the north row new acrylic, and new

lighting at the courts.

PRIOR ACTION:

September 15, 2021 - City Council formally adopted the FY 2022 Budget that included an appropriation of \$1,302,545.50 for the renovation of the Roger Scott Tennis Center.

November 18, 2021 - City Council approved the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola.

FUNDING:

Budget:	\$	700,000.00	LOST IV Fund
		500,000.00	LOST IV Construction Bond Fund
		1,302,546.00	Escambia County Contribution
		1,376,111.00	LOST IV Fund - Additional Revenue from FY 2022
		200,000.00	Tennis Fund
	\$	<u>4,078,657.00</u>	TOTAL

Actual:	\$	3,090,559.44	Construction Contract
		68,907.00	Bid Alternate
		315,946.64	10% Contingency
		303,714.50	Engineering Design/Completed
		6,989.98	Engineering Management/Completed
		100.59	Misc. /Completed
		80,000.00	Engineering Management/Inspections/Estimated
	\$	<u>3,866,218.15</u>	TOTAL

FINANCIAL IMPACT:

In January 2023, the City Council adopted a supplemental budget resolution carrying forward the balance remaining within the LOST IV Fund plus an additional \$1,376,111 from additional revenue received during Fiscal Year 2022. Additionally \$200,000 was appropriated within the Tennis Center Fund. To date, \$310,805.07 has been expended for completed items related to A/E services, Engineering Management, and misc. items since the project commenced. The remaining budget balance is sufficient to cover the outstanding items that have yet to be completed and/or expended. The amended lease does not amend the contribution amount from Escambia County towards this project. The County's portion will remain at \$1,302,546.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/31/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Adrian Stills, Park and Recreation Director

ATTACHMENTS:

- 1) Amendment of Interlocal Agreement between the Escambia County, Florida and the City of Pensacola regarding the Roger Scott Tennis Improvements Project

PRESENTATION: No

**AMENDMENT OF INTERLOCAL AGREEMENT BETWEEN
ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA
RELATING TO THE ROGER SCOTT TENNIS IMPROVEMENTS PROJECT**

THIS AMENDMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as the "City"), with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as a "party" or collectively as "parties").

WITNESSETH:

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

WHEREAS, on or about November 4, 2021, the parties entered into an Interlocal Agreement relating to renovations of the Roger Scott Tennis Center (RSTC), hereinafter referred to as the "Agreement"; and

WHEREAS, the County and the City have determined that it is in the best interest of the citizens to amend the terms of the Agreement to increase the City's funding obligation and revise the scope of the project as further provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

1. The foregoing recitals are declared to be true and correct and are hereby incorporated into this Amendment to the Agreement.

2. The Agreement is hereby amended to reflect that the total construction cost is \$3,555,413.08, to include the base bid amount of \$3,090,559.44, bid alternate 1 in the amount of \$68,907.00, and related contingency, engineering, and management.

3. Subsection 1.2 of the Agreement is hereby amended as follows:

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the responsibilities of the parties with respect to the funding of the *RSTC improvement project*, which will include resurfacing ~~the existing 18~~ 12 asphalt tennis courts ~~(12 on the south and central rows to be post-tension concrete and 6 recoating 5 tennis courts on the north row to be clay based), the addition of one clay court on the eastern edge of the Property, and the construction of a new 60 stall parking lot~~ (hereinafter referred to as the "Project").

4. Section 2 of the Agreement is hereby amended as follows:

Section 2. Responsibilities of the Parties.

2.1 Subject to the contingencies described in detail below, the County shall allocate and contribute funds in an amount not to exceed \$1,302,545.50 (hereinafter, "County Project Funds") for ~~50% of the Project costs~~. County Project Funds will be paid to the City on a reimbursement basis as further provided in Section 3.

2.2 For the term of the Project, the City shall allocate and contribute an amount of ~~\$1,302,545.50~~ 2,563,672.15 (hereinafter, "City Project Funds") for the Project.

2.3 The City agrees to contract with a third party to fully perform and complete the Project in a good workmanlike manner. The City will be fully responsible for payment of all monies due under any such contract with a third party. It is anticipated by the parties that the time for completion of the Project shall be twenty-four (24) months from commencement of construction. The City will provide the County with a copy of the schedule for completion and any subsequent updates or revisions thereto.

2.4 The Parties agree that ~~50%~~ of any County Project Funds remaining unspent and unencumbered upon completion of the Project will be transferred back to the County.

~~2.5 In the event the total Project cost is projected to exceed \$2,605,091.00, the City, solely at its discretion, may modify the scope of the Project to reduce the Project cost to an amount not to exceed \$2,605,091.00.~~

2.65 The City and the County agree that fees for County residents for use of the facilities constructed, in whole or in part, with County Project Funds will not exceed user fees established for City residents for use of the same facilities.

2.76 This Agreement, after being properly executed by the parties named herein, shall become binding on the parties and effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

5. Section 3 of the Agreement is hereby amended as follows:

3.1 ~~After exhausting City Project Funds, the City may submit invoice(s) to the County for reimbursement of Project costs incurred in excess of the City Project Funds along with proper supporting documentation in detail sufficient for a proper pre-audit and post-audit thereof. payment of 50% of the Project costs incurred on a reimbursement basis. Requests for payment may be submitted at the completion of the Project or at the partial completion of the Project on a pro-rata basis; provided, however, requests shall not be made more frequently than once a month. Each invoice with proper supporting documentation should be submitted to the County for approval no later than thirty (30) days after the date of payment by the City. All invoices and supporting documentation shall be submitted within sixty (60) calendar days of final completion and acceptance of the Project.~~

3.2 ~~Upon request, the City shall provide to County copies of any payment documentation and such other financial documents as County may reasonably require to verify any and all Project costs. The City shall provide a *Quarterly Project and Expenditure Report* on or before the tenth day following the end of each quarter (March 31st, June 30th, September 30th, and December 31st) until Project completion. Within twenty (20) days following the final payment to the City, the City shall submit a *Final Project and Expenditure Report*. Project and Expenditure Reports will include a detailed Project description, Project costs and expenses incurred, and such additional Project information as the County deems necessary. On or before June 30th each year until Project completion, the City shall also provide such other information as may be required for the County to complete its annual *Recovery Plan Performance Report(s)*. Payment(s) of County Project Funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement.~~

3.3 Invoices and Reports to the County shall be submitted to:
Escambia County Office of Management and Budget
Attn: ~~Rebecca McMullin, Interim Budget Manager~~ Grants and Special Projects Manager

P.O. Box 1591
Pensacola, FL 32597-1

3.4 Payments to the City shall be submitted to:
City of Pensacola
Attn: Finance Department Director
222 West Main Street
Pensacola, FL 32502

6. The parties hereby agree that all other terms and conditions of the Agreement will remain in full force and effect.

7. The Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of the Agreement shall be in the County of Escambia.

8. This Amendment to the Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Upon execution by the parties, the County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Interlocal Agreement on the respective dates under each signature.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC APPROVED: _____

(SEAL)

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council

By: _____
D.C. Reeves, Mayor

ATTEST:

Date: _____

By: _____
City Clerk

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, DCA*

Date: _____ 01-30-2023



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00006

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AWARD OF BID #23-004 ROGER SCOTT TENNIS CENTER IMPROVEMENTS

RECOMMENDATION:

That City Council award Bid #23-004 Roger Scott Tennis Center Improvements to Biggs Construction Company, Inc., of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$3,090,559.44 plus Bid Alternate in the amount of \$68, 907.00 plus 10% contingency in the amount of \$315,946.64 for a total amount of \$3,475,413.08. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this 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:

The Roger Scott Tennis Center Improvements Project will demolish the existing 12 hard courts and replace with 12 asphalt tennis courts on the south and central rows and recoating 5 tennis counts on the north row. The proposed construction will include sidewalk, drainage, electrical, lighting, fencing, and grassing.

A revised Interlocal Agreement will be brought before the County Commissioners at their February 2, 2023 meeting and will also be brought before City Council at the February 9, 2023 meeting.

PRIOR ACTION:

September 15, 2021 - City Council adopted Budget Resolution No. 2021-71 that included an appropriation of \$1,302,545.50 for the Renovation of the Roger Scott Tennis Center.

November 18, 2021 - City Council approved the Interlocal Agreement - Escambia County Renovations to Roger Scott Tennis Center.

FUNDING:

Budget: \$ 700,000.00 LOST IV Fund

500,000.00	LOST IV Construction Bond Fund
1,302,546.00	Escambia County Contribution
1,376,111.00	LOST IV Fund - Additional Revenue from FY 2022
200,000.00	Tennis Fund
<u>\$ 4,078,657.00</u>	TOTAL

Actual:	\$ 3,090,559.44	Construction Contract
	68,907.00	Bid Alternate
	315,946.64	10% Contingency
	303,714.50	Engineering Design/Completed
	6,989.98	Engineering Management/Completed
	100.59	Misc. /Completed
	80,000.00	Engineering Management/Inspections/Estimated
	<u>\$ 3,866,218.15</u>	TOTAL

FINANCIAL IMPACT:

In January 2023, the City Council adopted a supplemental budget resolution carrying forward the balance remaining within the LOST IV Fund plus an additional \$1,376,111 from additional revenue received during Fiscal Year 2022. Additionally \$200,000 was appropriated within the Tennis Center Fund. To date, \$310,805.07 has been expended for completed items related to A/E services, Engineering Management, and misc. items since the project commenced. The remaining budget balance is sufficient to cover the outstanding items that have yet to be completed and/or expended.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/31/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Adrian Stills, Parks and Recreation Director

ATTACHMENTS:

- 1) Bid Tabulation, Bid No. 23-004
- 2) Final Vendor Reference List, Bid No. 23-004
- 3) Map - Roger Scott Tennis Center Improvements

PRESENTATION: No

TABULATION OF BIDS

BID NO: 23-004

TITLE: ROGER SCOTT TENNIS CENTER IMPROVEMENTS

Submittals Due: 12/05/22, 2:30 P.M. Department: Parks & Recreation	BIGGS CONSTRUCTION COMPANY, INC. Pensacola, FL	A. E. NEW, JR, INC. Pensacola, FL	GSI CONSTRUCTION CORP., INC. Pace, FL	EMPIRE BUILDERS GROUP, INC. Pensacola, FL
Base Bid	\$3,090,559.44	\$3,168,120.00	\$3,266,149.78	\$3,353,941.73
Bid Alternate	\$68,907.00	\$60,000.00	\$58,555.00	\$64,900.00
Base Bid + Alternate	\$3,159,466.44	\$3,228,120.00	\$3,324,704.78	\$3,418,841.73

Submittal Due Date: 12/15/22

Bid No.: 23-004

**FINAL VENDOR REFERENCE LIST
ROGER SCOTT TENNIS CENTER IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
046667	ALFRED BURGENDORF LLC DBA A & B DOZING LLC	2172 W NINE MILE RD PMB 158	PENSACOLA	FL	32534	
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
035318	ALL STAR TENNIS COURTS	PO BOX 787	MANDEVILLE	LA	70470	
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
081043	BCK SPECUALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
046668	BERRY CONSTRUCTION CO OF SHALIMAR INC	4391 STEPHENS ROAD	PACE	FL	32571	
050729	BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATN OF P'COLA-FWB	101 E BRAINERD ST STE A	PENSACOLA	FL	32501	
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	Y
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	Y
051492	BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLCUSA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
026898	BONTRAGER BUILDER GROUP INC	223 W GREGORY STREET	PENSACOLA	FL	32502	
065158	BOSS LADY CONCREATE CO LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
073150	BROOKS REMEDIATION	2561 COVE ROAD	NAVARRE	FL	32566	
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
078639	C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045	CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
058961	CONTRACTOR SERVICES LLC	3044 EAST KINGSFIELD ROAD	PENSACOLA	FL	32514	
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
023733	D H GRIFFIN WRECKING CO INC	P O BOX 7037	PENSACOLA	FL	32534	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
066984	DELTA CONTRACTORS	1238 FINLEY DRIVE	PENSACOLA	FL	32514	

**FINAL VENDOR REFERENCE LIST
ROGER SCOTT TENNIS CENTER IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
066983	DEMOLITION PROS LLC	366-B AIRPORT BLVD	PENSACOLA	FL	32503	Y
044383	DERRICK BARTON SPORTS CONSTRUCTION	3191 JEAN DRIVE	MEMPHIS	TN	38118	
056603	DESIGN HOMEBUILDERS INC	2460 BLUFFS CIRCLE	PENSACOLA	FL	32503	
056607	DN BOBCAT	7004 NAVARRE PARKWAY	NAVARRE	FL	32566	
065871	ECSC LLC	8400 LITTLE JOHN JUNCTION	NAVARRE	FL	32566	Y
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	Y
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
004285	GREENHUT CONSTRUCTION COMPANY	23 SOUTH A STREET	PENSACOLA	FL	32501	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
052866	HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	Y
047672	HRC ROOFING & CONSTRUCTION INC DBA HRC CONSTRUCTION	5675 HWY 90 SUITE #B	MILTON	FL	32583	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
085081	INDUSTRIAL ENERGY SERVICES INC	1625 NORHT PALAFOX STREET	PENSACOLA	FL	32501	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
067240	JAMES RICH BUILDERS INC	7049 WEATHERWOOD DRIVE	PENSACOLA	FL	32506	
051744	JOBE'S DIRT WORKS LLC	1158 HWY 90 WEST	HOLT	FL	32564	
053161	JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	

Submittal Due Date: 12/15/22

Bid No.: 22-004

**FINAL VENDOR REFERENCE LIST
ROGER SCOTT TENNIS CENTER IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
024819	KEENAN & SONS INC	3250 W FAIRFIELD DR	PENSACOLA	FL	32505	
044890	KLEPAC ENGINEERING & CONTRACTING LLC	10305 BRISTOL PARK ROAD	CANTONMENT	FL	32533	
085100	L E D AMP ENERGY CORP	5300 SW 30TH AVE	FT LAUDERDALE	FL	33312	
010677	LARRY HALL CONSTRUCTION INC	4740 WOODBINE ROAD	PACE	FL	32571	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
060298	LESCO GROUP INC DBA LESCO ENVIRONMENTAL SERVICES	PO BOX 362	CANTONMENT	FL	32533	
051373	LUKER BUILDERS INC	5265 JOANNA PLACE	PACE	FL	32571	
081795	LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
058801	M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
059406	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	
031023	MILLIGAN FORD UNLIMITED INC	3160 TUNNEL ROAD	PACE	FL	32571	Y
073522	MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y
034716	MORETTE COMPANY	P O BOX 13452	PENSACOLA	FL	32591	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
066985	NORTH STAR DEMO & REMEDIATN LP	450 VAN PELT LANE	PENSACOLA	FL	32505	
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
049009	PARRIS CONSTRUCTION CO LLC	P O BOX 6338	PENSACOLA	FL	32503	Y
058953	PARSCO LLC	700 N DEVILLIERS STREET	PENSACOLA	FL	32501	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
033922	PHILLIPS & JORDAN	41 N JEFFERSON STE 401	PENSACOLA	FL	32502	
084236	PREMIERE SURFACE SOLUTIONS	2850 INDUSTRIAL PLAZA DRIVE	TALLAHASSEE		32301	
068488	PRO CONSTRUCTION LLC DBA COMPLETE DKI	511 WYNNEHURST STREET	PENSACOLA	FL	32501	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
056449	ROBERSON, ROBERT DBA R2R ENTERPRISES LLC	8290 SEDGEFIELD DRIVE	PENSACOLA	FL	32507	
046042	ROYALTY LLC DBA ROYALTY MANAGEMENT LLC	1765 E NINE MILE ROAD #1-104	PENSACOLA	FL	32514	Y
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	

Submittal Due Date: 12/15/22

Bid No.: 22-004

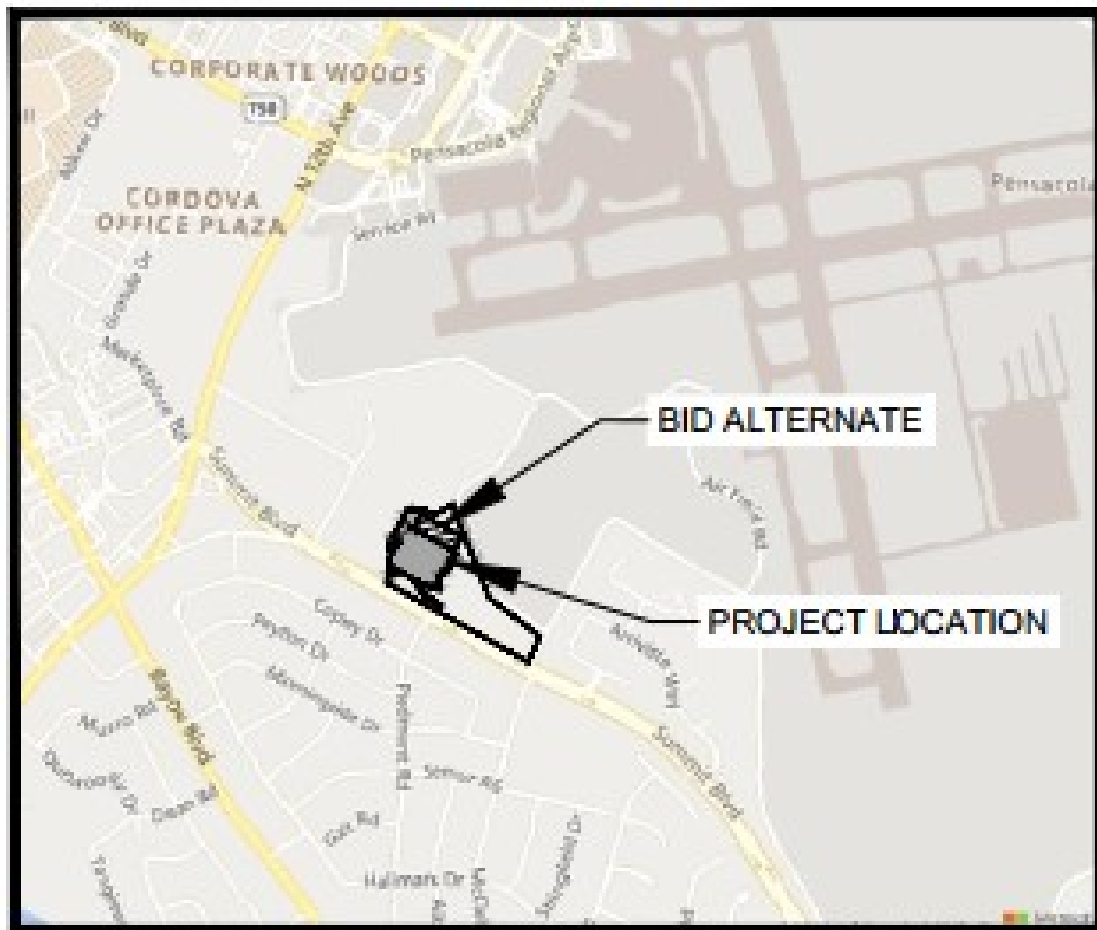
**FINAL VENDOR REFERENCE LIST
ROGER SCOTT TENNIS CENTER IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
085080	SESCO LIGHTING	200 E. GOVERNMENT ST STE 110	PENSACOLA	FL	32502	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
024992	SNELGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	Y
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
080652	SPORT SURFACE PROS LLC	736 N WESTERN AVE UNIT 149	LAKE FOREST	IL	60045	
052830	TACOMA CONSTRUCTION LLC DBA TARTAN CONSTRUCTION	4051 FLORIDATOWN RD	PACE	FL	32571	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
062939	THREE TRADE CONSULTANTS	5690 JEFF ATEES RD	MILTON	FL	32583	Y
058764	URBAN INFILL CORPORATION	P O BOX 4387	PENSACOLA	FL	32507	
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
027461	VISION CONSTRUCTION ENT INC	P O BOX 9604	PENSACOLA	FL	32513	Y
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
041432	WATERS GENERAL CONTRACTORS INC	10070 SCENIC HWY	PENSACOLA	FL	32514	Y
051237	WATSON, ALFRED D DBA ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
051855	WHITE CONSTRUCTION & RENOVATN INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	
021725	WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
044543	WILLIAM ROBERT KELLER, COURTS BY WILLIAM KELLER INC	9592 BRENTWOOD	NAVARRE BEACH	FL	32566	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 123

ROGER SCOTT TENNIS CENTER IMPROVEMENTS
LOCATION MAP

VICINTY MAP



SCALE: 1"=1000'



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00081

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PURCHASE AND INSTALLATION OF BLEACHERS AND SHADE STRUCTURES AT MAGEE FIELD

RECOMMENDATION:

That City Council approve the purchase and installation of bleachers and shade structures for Magee Field from GameTime C/O Struthers Recreation, LLC through Omini Partners cooperative purchasing (Contract #2017001135) for \$34,771.89. Further that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this 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:

Parks and Recreation recently completed the construction of a new pressbox, restrooms and concession stand at Magee Field. In order to complete the project, Parks and Recreation is requesting that City Council approve the purchase and installation of bleachers and shade structures at the football field. Staff requested a quote from GameTime C/O Struthers Recreation, LLC for the purchase of additional bleachers and shade structures. The bleachers, shade structures, and installation will be purchased through a government purchase cooperative organization, Omini Partners (Contract #2017001135), that the City has previously used allowing for a discount in the amount of \$706.11. Funds are available within LOST IV for the purchase of bleachers, shade structures, and installation in the FY23 budget.

PRIOR ACTION:

None

FUNDING:

Budget: \$124,009.00 LOST IV - Magee Field

Actual: \$ 16,083.89 Bleachers and Shade Structures
16,750.00 Installation

1,938.00 Freight
\$ 34,771.89

FINANCIAL IMPACT:

Funding is available within the LOST IV fund in the Fiscal Year 2023 Parks and Recreation budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Adrian Stills, Parks and Recreation Director

ATTACHMENTS:

- 1) Magee Field Bleachers and Shade Structures Quote
- 2) Location Map - Magee Field
- 3) Magee Field Aerial Map

PRESENTATION: No



A PLAYCORE COMPANY

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

12/02/2022
Quote #
103348-01-01

Pensacola - Magee Field Bleachers and Shade

City of Pensacola Parks and Recreation
Attn: Kim Carmody
2757 North Palafox ST, Public Works & Fac. Dept.
Pensacola, FL 32501
Phone: 850-436-5677
Fax: 850-436-5199
kcarmody@cityofpensacola.com

Ship to Zip 32501

Quantity	Part #	Description	Unit Price	Amount
1	NA-0521STD_CL	Other Manufacturer - 5 row x 21' non-elevated bleacher- Aluminum angle understructure 2 X 10 anodized aluminum seat plank with poly end caps Single 2 x 10 mill finish aluminum foot plank rows 2-3 with aluminum end caps Double foot plank on rows 4-5 with aluminum end caps 1 x 6 riser row 4, (2) 1 x 6 top row risers Chainlink guardrail system	\$7,447.00	\$7,447.00
1	CSD	Superior - 24' x 14' Slanted Hip Shade, 10' / 13' Eave Height	\$8,643.00	\$8,643.00
1	DWGs	Superior - Sealed Engineering Drawings	\$700.00	\$700.00
1	INSTALL	Struthers Recreation - Installation of Shade and Bleachers- Does not include concrete pad for bleachers.	\$16,750.00	\$16,750.00
Contract: OMNIA #2017001134			Sub Total	\$33,540.00
			Discount	(\$706.11)
			Freight	\$1,938.00
			Total	\$34,771.89

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

Pricing: Quotes are valid for 30 days from date of quotation. Pricing may change after 30 days. If ship to zip code changes, freight may change.

ORDER REQUIREMENTS

To place an order, you must provide the following information :

- Purchase Order, Contract, or Deposit
- Fill out all line items in the "Acceptance of Quotation" and "Order Information" sections on quote
- Color Choices (if applicable) <https://www.gametime.com/colors>
- Sales Tax Exemption Certificate (if applicable)

014946

FUND 307.570.3400.340072.9669.0

DATE 12/28/2022

MC 12/28/2022

\$34,772

Magee Field





Imagery ©2023 CNES / Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2023 50 ft



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-006

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-006 - FEDERAL LAW ENFORCEMENT TRUST FUND PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-006.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Law Enforcement Trust Fund was established by city of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055as amended on July 1, 2016, details the circumstances confiscated goods may be use. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States code, in accordance with the United States Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department (PPD) is requesting \$6,500 from the Federal Law Enforcement Trust fund established by the city of Pensacola as a non-major special revenue fund, and as such, combining both state and federal confiscated funds into one accounting fund. The enhancement of relationships between law enforcement and the community promotes a safe and engaged community. The requested amount of \$6,500 will help PPD fund the following:

Pensacola Police Department's Citizens Police Academy (CPA) for Spring 2023. The funds will provide the food, t-shirts and various supplies needed to support the CPA Class #35. The CPA meets from 5:30 p.m. to 9:30 p.m. on Tuesdays for 11 weeks. There is no charge to attend and there is a waiting list.

The CPA was launched in April of 1997 in effort to educate the public on the when, how, where, and why police do what they do. Since that time, hundreds of people have participated in the academy

which features various personnel explaining everything from writing a traffic citation to participating in a SWAT demonstration. The CPA sessions are held multiple times per year at the police department.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 6,500.00

Actual: \$ 6,500.00

FINANCIAL IMPACT:

The funds would be from the Federal Law Enforcement Trust Funds in the amount of \$6,500 and would have no impact on the City's General Fund. The attached Supplemental Budget Resolution will appropriate for these purposes.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/19/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2023-006
- 2) Supplemental Budget Explanation No. 2023-006
- 3) Letter of Certification

PRESENTATION: No

**RESOLUTION
NO. 2023-006**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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. LAW ENFORCEMENT TRUST FUND

	Fund Balance	6,500
As Reads:	Operating Expenses	143,680
Amended		
To Read:	Operating Expenses	150,180

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
FEBRUARY 2023 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2023-006

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>6,500</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>6,500</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>6,500</u>	

CITY OF PENSACOLA POLICE DEPARTMENT
Local Law Enforcement Trust Funds
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055, as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

Item	Description of Requested Items	Amount
1	PPD Citizens Police Academy	\$6,500
Total Requested		\$6,500


Eric Randall, Chief of Police

12/22/22
Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00046

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT #422354-3-94-04- SEAPORT SECURITY GRANT

RECOMMENDATION:

That City Council accept Florida Seaport Transportation Economic Development (FSTED) Grant #422354-3-94-04 for seaport security in the amount of \$34,680 with a \$11,560 local match for a total grant value of \$46,240. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a supplemental budget resolution appropriating the funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola was awarded the subject grant as part of the 2022-2023 Florida Seaport Transportation Economic Development (FSTED) annual grant program. This funding was awarded through a new State Seaport Security Grant Program.

This grant is specifically for procurement and maintenance of the access control equipment for Port of Pensacola security operations to include cameras, data storage, monitors, network equipment, etc. to provide the necessary level of security per Department of Homeland Security policies.

PRIOR ACTION:

None

FUNDING:

Budget:	\$ 34,680	FSTED
	<u>11,560</u>	Port Grant Matching Funds
	<u>\$ 46,240</u>	

Actual: \$ 46,240

FINANCIAL IMPACT:

FSTED grant funds in the amount of \$34,680 will provide partial funding for this project. The City's required matching funds of \$11,560 will come from various expense line items in the Port Fund. Approval of the supplemental budget resolution will appropriate the grant funds for this project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/6/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprises

Clark Merritt, Port Director

ATTACHMENTS:

- 1) Public Transportation Grant Agreement #422354-3-94-04
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

PRESENTATION: No

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) <u>422354-3-94-04</u>	Fund(s): <u>Work Activity Code/Function:</u> <u>Federal Number/Federal Award</u> <u>Identification Number (FAIN) – Transit only:</u>	DPTO <u>215</u>	FLAIR Category: <u>088794</u>
	<u>Federal Award Date:</u>		Object Code: <u>751000</u>
Contract Number: _____	<u>Agency SAM/UEI Number:</u>		Org. Code: <u>55032020329</u>
CFDA Number: <u>N/A</u>			Vendor Number: <u>F596000406008</u>
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.005</u>			
CSFA Title: <u>Seaport Grant Program</u>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Pensacola, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port of Pensacola's seaport security initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☒ **Seaports**
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$46,240. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$34,680 and, the Department's participation in the Project shall not exceed 75.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

**PUBLIC TRANSPORTATION
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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

**PUBLIC TRANSPORTATION
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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
STRATEGIC
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Agreement provides for the Department's financial participation in Port of Pensacola's seaport security initiative. This project includes comprehensive repairs and replacement to existing access control and camera systems at the seaport. Additionally, this project adds a camera on a turnstile and replaces outdated cameras and outdated camera infrastructure.

B. Project Location (limits, city, county, map): Pensacola, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project includes procurement of capital equipment and preventative maintenance to complete the activities described in the Project Description, including: cables; cameras; conduits; installation and testing; mounting equipment; network cabinets; network switches; networking equipment; power supply equipment; pedestals; and, TWIC reader.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
422354-3-94-04	DPTO	088794	2023	751000	55.005	Seaport Grant Program	\$34,680.00
422354-3-94-04	LF	088794	2023	-	-	Local Matching Funds	\$11,560.00
Total Financial Assistance							\$46,240.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$34,680.00	\$11,560.00	\$0.00	\$46,240.00	75.00	25.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$34,680.00	\$11,560.00	\$0.00	\$46,240.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Ray Corbitt

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, FDOT District 3 Seaport Coordinator (email: Ray.Corbitt@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is FDOT District 3 Seaport Coordinator.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Phone: (850) 330-1205; FAX: (850) 330-1761

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
STRATEGIC
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
STRATEGIC
DEVELOPMENT
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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 09/22

K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 09/22

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Program

CSFA Number: 55.005

***Award Amount:** \$34,680

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**RESOLUTION
2023-007**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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	State Grants	14,993
Amended		
To Read:	State Grants	61,233
As Reads	Capital Outlay	447,057
Amended		
To Read:	Capital Outlay	493,297

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

JANUARY 2023 - SUPPLEMENTAL BUDGET RESOLUTION - FDOT SECURITY GRANT - RES NO. 2023-007

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	46,240	Appropriating revenue for State Grants
Total Revenues	<u>46,240</u>	
Appropriations		
Capital Outlay	46,240	Increase appropriation for Capital Outlay
Total Appropriations	<u>46,240</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-007

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-007 - PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT #422354-3-94-04 - SEAPORT SECURITY GRANT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-007.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola was awarded the subject grant as part of the 2022-2023 Florida Seaport Transportation Economic Development (FSTED) annual grant program. This funding was awarded through this new Seaport Security Grant Program.

This grant is specifically for procurement and maintenance of the access control equipment for Port of Pensacola security operations to include cameras, data storage, monitors, network equipment, etc. in order to provide the necessary level of security per Department of Homeland Security policies.

PRIOR ACTION:

None

FUNDING:

Budget:	\$ 34,680	FSTED
	<u>11,560</u>	Port Grant Matching Funds
	<u>\$ 46,240</u>	

Actual: \$ 46,240

FINANCIAL IMPACT:

FSTED grant funds in the amount of \$34,680 will provide partial funding for this project. The City's required matching funds of \$11,560 will come from various expense line items in the Port Fund. Approval of the supplemental budget resolution will appropriate the grant funds for this project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/16/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Clark Merritt, Port Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2023-007
- 2) Supplemental Budget Explanation No. 2023-007

PRESENTATION: No

**RESOLUTION
2023-007**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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	State Grants	14,993
Amended		
To Read:	State Grants	61,233
As Reads	Capital Outlay	447,057
Amended		
To Read:	Capital Outlay	493,297

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

FEBRUARY 2023 - SUPPLEMENTAL BUDGET RESOLUTION - FDOT SECURITY GRANT - RES NO. 2023-007

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	46,240	Appropriating revenue for State Grants
Total Revenues	<u>46,240</u>	
Appropriations		
Capital Outlay	46,240	Increase appropriation for Capital Outlay
Total Appropriations	<u>46,240</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00074

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

FY2023 FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION LIFESAVING EQUIPMENT GRANT

RECOMMENDATION:

That City Council accept FY 2023 Firehouse Subs Public Safety Foundation Lifesaving Equipment Grant in the amount of \$27,900.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a supplemental budget resolution allocating the funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) submitted an application to the Life Saving Equipment Grant under the Firehouse Subs Public Safety Foundation to support the purchase of AEDs.

PPD has 27 AEDs out of 60 that are still in working order and in use. By equipping as many officers as possible with AEDs, the PPD and City of Pensacola are providing a life-saving tool to citizens within city limits.

The grant award for the Firehouse Subs Public Safety Foundation Lifesaving Equipment Grant is \$27,900.00 to purchase Cardiac Science Powerheart G5 AEDs with included accessories (CPR ready kit, decals, tags, carry sleeves). The AEDs will help PPD officers to assist citizens and other emergency responders who are experiencing cardiac arrest.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 27,900.00

Actual: \$ 27,900.00 - (\$1,395.00 x 20 AEDs)

FINANCIAL IMPACT:

Projects to be funded from this grant award do not require a local match. Adoption of the supplemental budget resolution will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/19/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Firehouse Sub Public Safety Foundation Lifesaving Equipment Grant application
- 2) Budget Summary Cardiac Science G5 AEDs
- 3) Grant Award Letter
- 4) Supplemental Budget Resolution No. 2023-009
- 5) Supplemental Budget Explanation No. 2023-009

PRESENTATION: No

Donated by:



PDF, only. grant application process entirely digital.

APPLICANT AND DEPARTMENT INFORMATION

100

First Name Cindy	Last Name West	Email Address cewest@cityofpensacola.com	Department Tax ID# 59-6000406
Organization/Department City of Pensacola/Pensacola Police	Alternate Name James Daniels	Alternate Email Jdaniels@cityofpensacola.com	
Address Line 1 711 N. Hayne St.		City Pensacola	
Address Line 2		State FL	Zip 32501
Shipping Address Line 1 711 N. Havne St.		Shipping City Pensacola	
Shipping Address Line 2		Shipping State FL	Shipping Zip 32501
Organization Phone Number 850-435-1932	Applicant Cell Phone Number 850-293-9128	Alternate Contact Number 850-454-6018	
Local Approval Pre-qualifications Our jurisdiction requires approval from local officials once the award is granted.			

APPLICATION REQUEST INFORMATION

The type of grant you are requesting: Equipment	What is the EXACT cost of the equipment? \$27,900.00
Variances in the amounts requested will be the responsibility of the grant recipient to pay directly? Yes	
What Equipment are you requesting for your department? 20 Cardiac Science Powerheart G5 fully auto dual language (G% A-80C-2) AEDs. At present, the department only has 27 out of 60 AEDs that are still in working order and in use on the roads.	Briefly explain how the equipment will benefit your community and your department. The department has lost 23 AEDs since last spring because they no longer worked. The models were G3. Putting new models onto the streets would
Vendor Company Name Coro Med	Sales Representative Name Blaine Czarniecki
	Sales Representative Email Blaine@coromed.us
What is the amount of funding you are requesting? Field not required for this category of request	Please provide a detailed description of how the funding will assist your organization: Field not required for this category of request
How many scholarships would the requested funding provide? Field not required for this category of request	Please describe the selection and distribution process for the requested scholarship funding. Field not required for this category of request

COMMUNITY IMPACT

Have you unsuccessfully reached out to the city for funds to purchase the equipment? The department is in the process of requesting \$27,900 from the city's Law Enforcement Trust Fund to purchase 20 Cardiac Science Powerheart G5	Was there a particular instance where a life would have been positively impacted if you would have had the equipment available? Recently, officers responded to an incident where two people were shot. Officers began CPR on one of the victims (the other died at the scene). Twice an officer called for an AED on the police radio, but none were provided because officers working that shift did not have any. While an AED may not have made a difference in saving someone's life in this instance because it was a gunshot wound, at least officers would have had the
What positive effects will the equipment specifically have? Please use statistics when possible. If officers can save just one life with the help of an AED, then this grant will have been well spent. The City of Pensacola measures approximately 60	

FIREHOUSE SUBS RELATIONSHIP

Address of Firehouse Subs location nearest you. 120 S. New Warrington Road, Pensacola, FL 32507	How far is this location from your department? 5.9 Miles
How did you hear about our organization? Through grant searches on the internet.	Has your department received funding from Firehouse Subs Public Safety Foundation in the past? No

By applying, you grant Firehouse Subs Public Safety Foundation (the "Foundation") permission to use your organization's name and identifying trademarks in connection with this application and in connection with the Foundation's solicitations for support.

Initial Acceptance CEW	PIO Email: Mwood@cityofpensacola.com
PIO (Public Information Officer) Name: Officer Mike Wood	PIO Phone Number: 850-393-1633

Please note, there are different categories of funding within the grant application, therefore the printed PDF document may contain some open blank

PENSACOLA POLICE DEPARTMENT INVENTORY

The Pensacola Police Department has a total of 220 vehicles (160 of which are marked vehicles), a mobile command center, three golf carts used at area schools and for special events, a specially equipped vehicle used for recruitment/parades/and other events, and one ATV used for special events.

There also are approximately 160 personal protective equipment/PPEs.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Pensacola, Florida

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ► **Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
222 West Main Street

6 City, state, and ZIP code
Pensacola, FL 32502

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

5	9	-	6	0	0	0	4	0	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Patricia M. Neal* Date ► *6/16/22*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Coro Medical

416 Mary Lindsay Polk Dr
Suite 505
Franklin, TN 37067

Document Date

June 30, 2022

Bill-To Address

Pensacola Police Department
Investigator H. Mallett
711 N Hayne Street
Pensacola, FL 32501
USA

Ship-to Address

Pensacola Police Department
Investigator H. Mallett
711 N Hayne Street
Pensacola, FL 32501
USA

Quote Expiration Date

August 29, 2022

Salesperson

Blair Czarniecki

Payment Terms

Net 30 days

No.	Description	Quantity	Unit	Unit Price	Line Amount
G5A-80C-S	Cardiac Science Powerheart G5 Fully Auto Dual Language	20	Each	1,395.00	27,900.00
Includes:					
8-Year AED Warranty					
Intellisense Battery Pack with 4-Year Guarantee					
USB Data Cable					
AED Manager Software					
User Guide, Steps to Rescue					
XELAED002B	Cardiac Science Powerheart G5 ICPR Feedback Pad	20	Each	0.00	0.00

Home Page

www.coromed.us/
www.AED.us

Phone No.

800.695.1209

Emailsupport@coromed.us**Tax Registration No.**

82-2669986

Sales Quote QU0048138

June 30, 2022

Page 2 / 2

AEDUS-RKGY	AED.us CPR ready kit (grey)	20	Each	0.00	0.00
AEDUS-DECAL	AED.us "AED Inside" Window decal	20	Each	0.00	0.00
AEDUS-TAG	AED.us AED Inspection Tag	20	Each	0.00	0.00
XCAAED008A	Powerheart® G5 Standard Carry Sleeve	20	Each	0.00	0.00
				Subtotal	27,900.00
				Total Tax	0.00
				Total \$	27,900.00

Amount Subject to Sales Tax 0.00

Amount Exempt from Sales Tax 27,900.00

Donated by:



THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Cindy & James,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors has awarded the **City of Pensacola, FL, Pensacola Police Department** in **Pensacola, FL** the requested **20 Zoll G5 AEDs & Accessories** valued at up to **\$27,900.00**. If your grant award must be approved by your city council, please add this item to the agenda immediately, and contact us with the meeting date.

PROCUREMENT:

We will contact you no later than Friday, March 10, 2023, to initiate the procurement process. There are two possible methods for procurement, to be determined by our Foundation:

- Direct Purchase made by the Foundation
OR
- Memo of Understanding. NOTE: Our Foundation provides funding via ACH transfer only. We are unable to fund a grant award by paper check.

Do not make advanced purchases, as failure to adhere to our chosen method will jeopardize your grant award. If you have any fulfillment questions, please email Procurementfoundation@firehousesubs.com.

PUBLIC RELATIONS (PR) NOTES

- PR announcements from your organization regarding the grant award are optional. If you choose to share the good news, please use the attached press release template and/or social media post template and send it back to Foundation@firehousesubs.com for review and approval (allowing for 72 hours turnaround time). *Please do not pitch or post before receiving approval from the Foundation team.*

Use of the Firehouse Subs Public Safety Foundation logo:

- We ask that your organization acknowledges the grant by displaying our Foundation logo on granted items/equipment whenever possible. Our Foundation logo is attached for your convenience. Please note that the final artwork will need to be approved by our Foundation via Foundation@firehousesubs.com before being displayed.

Did you know?

More than 70% of the funds raised for the Firehouse Subs Public Safety Foundation come from the generosity of Firehouse Subs guests and the restaurant brand? Please consider supporting a Firehouse Subs restaurant near you.

We are very excited to assist your organization and ultimately improve the lifesaving capabilities of your community.

Firehouse Subs Public Safety Foundation

foundation@firehousesubs.com

FirehouseSubsFoundation.org

[Twitter](#) [Facebook](#)

CONFIDENTIALITY NOTICE: The information and attachments contained in this electronic communication are confidential and intended only for the use of the intended recipients. If you are not an intended recipient, you are hereby notified that any review, use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately of the error by return e-mail and please permanently remove any copies of this message from your system and do not retain any copies, whether in electronic or physical form or otherwise.

**RESOLUTION
NO. 2023-009**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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:

SPECIAL GRANTS FUND

As Reads	Contributions and Donations	106,391
Amended		
To Read:	Contributions and Donations	134,291
As Reads	Operating	668,277
Amended		
To Read:	Operating	696,177

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

FEBRUARY 2023 - SUPPLEMENTAL BUDGET RESOLUTION - FY2023 FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION LIFESAVING EQUIPMENT GRANT - RES NO. 2023

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Contributions and Donations	27,900	Increase estimated revenue from Federal Grants
Total Revenues	27,900	
Appropriations		
Operating Expenses	27,900	Appropriate funds for Operating Expenses
Total Appropriations	27,900	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-009

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-009 - FY2023 FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION LIFESAVING EQUIPMENT GRANT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-009

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) submitted an application to Firehouse Subs Public Safety Foundation Lifesaving Equipment Grant to support the purchase of AEDs.

PPD has 27 AEDs out of 60 that are still in working order and in use. By equipping as many PPD officers as possible with AEDS, the PPD and City of Pensacola are providing a life-saving tool to citizens within city limits.

The grant award for the Firehouse Subs Public Safety Foundation Lifesaving Equipment Grant is \$27,900.00 to purchase 20 Cardiac Science Powerheart G5 AEDs with included accessories (CPR ready kit, decals, tags, carry sleeves). The AEDs will help officers to assist people that are experiencing cardiac arrest.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 27,900.00

Actual: \$ 27,900.00

FINANCIAL IMPACT:

Projects to be funded from this grant award do not require a local match. Adoption of the supplemental budget resolution will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/19/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2023-009
- 2) Supplemental Budget Explanation No. 2023-009

PRESENTATION: No

**RESOLUTION
NO. 2023-009**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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:

SPECIAL GRANTS FUND

As Reads	Contributions and Donations	106,391
Amended		
To Read:	Contributions and Donations	134,291
As Reads	Operating	668,277
Amended		
To Read:	Operating	696,177

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

FEBRUARY 2023 - SUPPLEMENTAL BUDGET RESOLUTION - FY2023 FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION LIFESAVING EQUIPMENT GRANT -
RES NO. 2023-009

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Contributions and Donations	27,900	Increase estimated revenue from Federal Grants
Total Revenues	27,900	
Appropriations		
Operating Expenses	27,900	Appropriate funds for Operating Expenses
Total Appropriations	27,900	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-010

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2023-10 - INTERLOCAL AGREEMENT: PARTICIPATION IN A LOCAL GOVERNMENT INVESTMENT POOL

RECOMMENDATION:

That City Council approve Resolution Number 2023-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA; APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola's Investment Policy permits the City's Finance Director to enter into investments authorized by Section 218.415(16), Florida Statutes including the Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act as provided in Section 163.01, Florida Statutes. In order to diversify the City's portfolio while providing a high level of security for public assets, staff is recommending that the City enter into a local government investment pool.

The Florida Cooperative Liquid Assets Securities System (FLCLASS) is an independent local government investment pool authorized under Section 218.415, Florida Statutes and was created by an interlocal agreement by and among state public agencies (the Interlocal) as described in Section 163.01, Florida Statutes, as amended. FLCLASS is open to all governmental entities within the state of Florida and is designed to meet the cash management and short-term investment needs of Florida governmental entities. The management of FLCLASS is under the direction of an appointed Board of Trustees comprised of eligible Participants of the FLCLASS program. The general objective of the Trust is to generate additional investment income for the Participants while maintaining safety and liquidity.

FLCLASS may only be invested in a manner that is permitted pursuant to the laws of the state of

Florida and Florida's Investment of Local Government Surplus Funds Act, Florida Statutes, Chapter 218.415. Furthermore, investments will be made in accordance with the Trust's own Investment Policy that is structured to meet 'AAAm' or equivalent NRSRO investment guidelines needed to maintain the highest attainable rating for a local government investment pool; this includes investments authorized under Section 218.415(16), Florida Statutes.

Approval of the Resolution will allow for the City's participation in FLCLASS.

PRIOR ACTION:

September 6, 2002 - City Council approved Resolution 35-02 which sets forth the policy of the City of Pensacola with regard to the investment of funds in excess of those required to meet short-term expenditures.

FUNDING:

N/A

FINANCIAL IMPACT:

As of January 11, 2023, FLCLASS daily yield was 4.5499%.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amt Lovoy, Finance Director

ATTACHMENTS:

- 1) Resolution No. 2023-010
- 2) Exhibit A-FLCLASS Interlocal Agreement
- 3) FLCLASS Investment Policy
- 4) FLCLASS Portfolio Composition

PRESENTATION: No

RESOLUTION
NO. 2023-010

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA; APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola is permitted and has the power pursuant to the provisions of the Florida Statutes, including but not limited to Section 218.415 of the Florida Statutes, and its own local laws to invest certain of its funds in statutorily permitted investments including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the Florida Interlocal Cooperation Act); and

WHEREAS, Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi-purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a Local Government Entity or Entity), to exercise jointly with any other Entity any power, privilege, or authority which such Entities share in common and which each might exercise separately; and

WHEREAS, the Florida Interlocal Cooperation Act authorizes the City of Pensacola, together with other local governmental entities, to exercise jointly any power, privilege or authority which the local governmental entities share in common and which each might exercise separately pursuant to a written interlocal agreement; and

WHEREAS, the City of Pensacola's Investment Policy permits the City's Finance Director to enter into investments authorized by Section 218.415(16), Florida Statutes including the Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act as provided in Section 163.01, Florida Statutes.

WHEREAS, Palm Beach County Clerk and Comptroller, the Pinellas County Clerk of the Court and Comptroller, and Orange County Tax Collector, as initial Participants (as such term is defined in the Interlocal Agreement described below), entered into that certain Interlocal Agreement, a copy of which is attached hereto as Exhibit A (the

Interlocal Agreement), the purpose of which is to provide the City of Pensacola and each Participant which has executed or otherwise joined the Interlocal Agreement, a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System (FLCLASS), which is an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the City of Pensacola desires to join the Interlocal Agreement as a Participant, in order to exercise investment power jointly and invest funds in concert with the other Participants pursuant to the Interlocal Agreement in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the policy of the Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The Interlocal Agreement executed or otherwise joined by the Participants thereto, a copy of which is attached to this Resolution as Exhibit A and incorporated herein by reference

SECTION 2. Pursuant to Section 2.4 of the Interlocal Agreement, the City of Pensacola joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof. The City of Pensacola further agrees to file an executed copy of this Resolution with the Clerk of Court of Escambia County, Florida.

SECTION 3. This resolution shall become effective on the 5th 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



Interlocal Agreement

March 4, 2021

This instrument was prepared by or under the supervision of
(and after recording should be returned to):

Michael L. Watkins, Esq.
Greenberg Traurig, P.A. 4
50 South Orange Avenue, Suite 650
Orlando, Florida 32801

Interlocal Agreement

of the Intergovernmental Investment Pool known as
Florida Cooperative Liquid Assets Securities System (FLCLASS)

DATED AS OF MARCH 4, 2021

by and among
the parties that have entered into
this Interlocal Agreement

The intergovernmental investment pool established, created, and authorized by this Interlocal Agreement is an authorized investment under Section 218.415, Florida Statutes, as an intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969.

This Interlocal Agreement does not meet the definition of a qualified public depository as described in Chapter 280, Florida Statutes.

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This AMENDED AND RESTATED **INTERLOCAL AGREEMENT** dated as of March 4, 2021 (this **Interlocal Agreement**) amends and restates that certain Interlocal Agreement dated as of April 1, 2015, as amended, and constitutes an interlocal cooperation agreement by and among the Florida public agencies (as described in Section 163.01, Florida Statutes, as amended) that have executed this Interlocal Agreement or that have or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof (the **Participants**).

RECITALS:

WHEREAS, each Participant is permitted and has the power pursuant to the provisions of the Florida Statutes, as amended including but not limited to Section 218.415 of the Florida Statutes and its own local laws to invest certain of its funds in statutorily permitted investments including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the **Florida Interlocal Cooperation Act**); and

WHEREAS, the Florida Interlocal Cooperation Act authorizes the Participants to exercise jointly any power, privilege, or authority that the Participants share in common and that each might exercise separately pursuant to a written interlocal agreement; and

WHEREAS, the purpose of this Interlocal Agreement is, and each Participant will receive a substantial benefit by agreeing, to establish the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System (**FLCLASS**) which shall be an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, in order to exercise such investment power jointly and invest such funds in concert with the other Participants pursuant to an interlocal agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the Participants desire to enter into an interlocal agreement and this Interlocal Agreement shall set forth the terms for such FLCLASS as set forth in the Florida Interlocal Cooperation Act; and

WHEREAS, the joint exercise of such power to invest will be benefited and made more efficient if all investments acquired pursuant to this Interlocal Agreement are held by one entity, the Custodian (as defined below), that will hold such investments for the benefit of the Participants; and

WHEREAS, the joint exercise of such power to invest will be benefited and made more efficient if the advisory, record-keeping, and other administrative functions, including the management and transmittal of investment instructions, are performed by one entity, the Administrator (defined below); and

WHEREAS, the policy of this Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

WHEREAS, it is in the best interests of the Participants for each Participant to appoint an Authorized Representative to conduct certain transactions hereunder; and

WHEREAS, a Board shall be created by this Interlocal Agreement in accordance with the laws of the state of Florida as a separate interlocal governmental entity and shall supervise the administration of FLCLASS as set forth in this Interlocal Agreement; and

WHEREAS, the Board created hereunder shall be self-perpetuating;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, each party hereto agrees as follows:

ARTICLE I

DEFINITIONS

In addition to the capitalized terms defined elsewhere in this Interlocal Agreement, the following terms shall have the following meanings.

"Account" or **"Accounts"** shall have the meaning set forth in Section 6.5(a) hereof.

"Administrator" means Public Trust Advisors, LLC, or any Person or Persons appointed, employed, or contracted with by the Board pursuant to Article V hereof.

"Administrator Agreement" means the agreement by and between the Administrator and the Board, acting on behalf of the Participants described in Section 5.1(b) hereof.

"Affiliate" means, with respect to any Person, another Person directly or indirectly in control of, controlled by, or under common control with such Person or any officer, director, partner, or employee of such Person.

"Applicable Law" means Chapter 163, Chapter 125, Chapter 166, Chapter 218, Chapter 627, and Chapter 1001 of the Florida Statutes, as amended; Section 4, Article IX of the Constitution of Florida; and other applicable provisions of Florida law.

"Authorized Representative" means the person authorized to invest the funds of a Participant pursuant to Florida law who has been appointed in accordance with Section 2.1 hereof.

"Balance" for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash investments by such Participant, cash payments to such Participant, investment results, and expenses and fees incurred pursuant to this Interlocal Agreement.

"Board" means the board of the Trustees, created by this Interlocal Agreement as a separate interlocal governmental entity, and established pursuant to Article III hereof.

"Business Day" means any day of the year other than (a) a Saturday or Sunday, (b) any day on which banks located in the state of Florida are required or authorized by law to remain closed, or (c) any day on which the New York Stock Exchange is closed.

"Bylaws" means those bylaws as described in Section 4.7 hereof.

"Conflicting Provisions" shall have the meaning set forth in Section 11.2 hereof.

"Custodian" means any Person or Persons appointed and employed by the Board pursuant to Section 6.1 hereof.

"Custodian Subaccount" shall mean a subaccount created by a Participant pursuant to Section 5.9 hereof.

"Custody Agreement" means the agreement by and between the Board and a custodial bank or Trust Company as described in Article VI hereof.

"Effective Date" means the first date that execution copies of this Interlocal Agreement have been executed by the initial two Participants, and this Interlocal Agreement has been filed with the clerk of the circuit court of each county where each initial Participant is located as provided in the Florida Interlocal Cooperation Act.

"FLCLASS" or the **"Trust"** means the Florida Cooperative Liquid Assets Securities System, an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, and an instrumentality of the Participants, managed by the Board, which consists of all Investment Property held by the Custodian in trust for the benefit of the Participants.

"Fund" means any of the funds established by the Investment Advisor pursuant to Section 5.9 hereof.

"Initial Trustees" shall have the meaning set forth in Section 3.1(a) hereof.

"Interlocal Agreement" means this Interlocal Agreement dated as of March 4, 2021 constituting an interlocal agreement by and among the initial Participants.

"Investment Advisor" means the entity serving as investment advisor to FLCLASS which may be the Administrator or an affiliate thereof.

"Investment Funds" means immediately available funds delivered by each Participant to the Custodian for investment pursuant to this Interlocal Agreement but only if: (i) the Authorized Representative appointed by such Participant is authorized pursuant to the

laws of the state of Florida to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the state of Florida or other applicable local law to authorize the delivery and investment of such funds.

"Investment Policy" means the investment policy established by the Board with respect to the Investment Property in accordance with this Interlocal Agreement.

"Investment Procedures" means the procedures for participants to make investments set forth in Exhibit A attached hereto, as the same may be amended from time-to-time (notwithstanding Section 10.1(a) hereof) by the Administrator, with the consent of the Board or its Designee.

"Investment Property" means any and all securities and cash that are held in one of the Accounts and all proceeds, income, profits, and gains therefrom that have not been paid to a Participant pursuant to Section 2.2 hereof, used to discharge an Investment Property Liability or offset by losses, if any, and expenses. Investment Property shall not include securities purchased in anticipation of the delivery of funds by a Participant when such funds are not actually received by the Custodian by the anticipated delivery date and any such securities so purchased may be immediately sold and the proceeds used to pay any Person that did in fact provide monies to purchase such securities.

"Investment Property Liability" means any liability (whether known, unknown, actual, contingent, or otherwise) incurred in connection with the Investment Property pursuant to this Interlocal Agreement that is not specified in Section 7.1 hereof as being paid by the Administrator or specified in this Interlocal Agreement as being paid directly by a Participant.

"Investment Property Value" means the value of the Investment Property as determined pursuant to the valuation procedures net of the amount of the Investment Property Liabilities.

"Meeting of the Board" means a duly called meeting of the Board.

"Participants" means a unit of local government that has or will execute counterparts of this Interlocal Agreement or Participation Certificates pursuant to Section 2.4 hereof.

"Participation Certificate" means a resolution of the governing body of a Participant or an instrument of adoption for individual Participants authorizing the entry into this Interlocal Agreement pursuant to Section 2.4 hereof substantially in the form of the documents attached hereto as Exhibit D or any similar certification regarding authorization to join this Interlocal Agreement with such modifications as may be applicable to the particular unit of local government.

"Payment Procedures" means the procedures for Participants to request payments out of the Investment Property set forth in Exhibit B attached hereto, as the same may be amended from time-to-time (notwithstanding Section 10.1(a) hereof) by the Administrator with the consent of the Board or its Designee.

"Permitted Investments" means those investments defined as such in the Investment Policy established by the Board.

"Person" means any county, municipal corporation, national association, district, corporation, limited liability company, limited liability partnership, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department, board, commission, instrumentality, or agency of any governmental entity.

"PRIME Fund" means the designation given by Participants delivering Investment Funds for investment to indicate that such Investment Funds are to be invested in accordance with the Investment Policy.

"Trust Counsel" shall mean the attorney or firm of attorneys experienced in matter of local government law and duly admitted to practice law in the state of Florida as may be engaged or employed by the Board.

"Trustee" means each of the persons selected pursuant to Article III and Article IV hereof to serve on the Board.

"Unit of Local Government" means any governmental entity within the state of Florida and shall include but not be limited to the following and the officers thereof: any state agency, county, municipality, school district, special district, clerk of the circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporations, quasi-public authorities, or any other political subdivision of the state.

"Valuation Procedures" means the procedures for determining the value of the Investment Property set forth in Exhibit C attached hereto, as the same may be amended from time-to-time (notwithstanding Section 10.1(a) hereof) by the Administrator with the consent of the Board or its Designee.

ARTICLE II

PARTICIPANTS

2.1 Authorized Representatives

Each Participant shall select an Authorized Representative to represent its interests and act on its behalf under this Interlocal Agreement.

2.2 Investments

(a) Each Participant shall have the right from time-to-time to invest Investment Funds for credit to such Participant's balance in FLCLASS. A Participant that wishes to make such an investment shall notify the Administrator and follow the Investment Procedures. All Investment Funds will be invested in an applicable fund as designated by the Participant. Investment Funds so designated shall be invested pursuant to the Investment Policy established by the Board. Upon such investment in accordance with the Investment Procedures, the Participant shall have an undivided interest in the Investment Property.

(b) The balance of a Participant shall be increased upon the investment of Investment Funds by such Participant by an amount equal to the amount of such Investment Funds.

(c) No later than the end of each business day, the Custodian shall deliver a confirmation with respect to the transaction activity for the Accounts for the prior Business Day to the Administrator. The Administrator shall retain the confirmation in its records.

(d) Any funds that the Administrator is informed do not meet the conditions set forth in clauses (i) or (ii) of the definition of Investment Funds shall be returned to the Participant investing such funds by the Custodian at the request of the Administrator and such Participant shall bear all of the costs and liabilities associated with the return of such funds.

(e) There is no maximum or minimum amount that must be invested in FLCLASS pursuant to this Interlocal Agreement nor is there any maximum or minimum limitations on the aggregate amount of Investment Funds that any Participant may have invested at any one time with FLCLASS.

2.3 Payments

(a) Each Participant shall have the right from time-to-time to request, in accordance with the Payment Procedures, that the Administrator notify the Custodian to pay to the Participant, or on its behalf, any amount (rounded to the nearest whole cent) that is less than or equal to the Participant's balance at the time that payment is made pursuant to such request. Except as provided in the Payment Procedures, there shall be no limitation on the

period of time that Investment Funds must be invested pursuant to this Interlocal Agreement prior to such payment.

(b) Upon the receipt of any payment request, the Administrator shall notify the Custodian in writing, or orally to be followed by written confirmation, of the payment request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid by the Custodian to, or on behalf of, such Participant as provided in Exhibit B.

(c) Whenever any payment is made to, or on behalf of, any Participant pursuant to Section 2.3(b) hereof, such Participant's balance shall be reduced by the Administrator by the amount of such payment.

(d) Each Participant agrees that, without prior notice, the right to withdrawals may be temporarily suspended or postponed for the whole or any part of any period (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by Federal, state, or the state of New York authorities, or (iii) there shall have occurred any outbreak or material escalation of hostilities or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses that might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C. The Administrator shall determine, on behalf of the Board, when an event occurs that, under this Section entitles the Custodian to temporarily suspend or postpone a Participant's right to withdrawals, and shall immediately notify the Custodian and each Participant by facsimile, email, mail, or telephone of such determination. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Administrator, and thereafter there shall be no right to request or receive payment until the first to occur of: (a) in the case of (i) or (ii) above, the time at which the Administrator declares the suspension or postponement at an end, such declaration shall occur on the first day on which the period specified in the clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the first day on which the period specified in clause (iii) above is no longer continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

2.4 Additional Participants After Initial Execution

Any Person who meets the definition of a Participant that wishes to become a Participant after the Effective Date may do so by executing a counterpart to this Interlocal Agreement or a Participation Certificate substantially in the form attached hereto as Exhibit

D (with such modifications as may be applicable to the particular governmental entity) or other writing deemed acceptable by the Administrator and delivering the counterpart or the original executed Participation Certificate to the Administrator. Any entity that becomes a Participant pursuant to this Section 2.4 shall have the same rights and obligations hereunder as the other Participants.

2.5 Participant Right to Initiate a Vote to Require Board Action

The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board signed by the lesser of 25 or ten percent (10%) of the Participants, have the right to require a vote by the Board related to questions or consideration of such other matters as determined by such Participants. Within 90 days of receipt of such instrument or instruments or the following Board meeting, whichever occurs sooner, the Board shall be required to address the matters identified within the instrument or instruments and be required to take action on the matter.

2.6 Termination of Participation

(a) Any Participant may withdraw from this Interlocal Agreement at any time upon written notice to the Administrator and the withdrawal shall be noted to the Board in the Administrator's next report. Upon its withdrawal from this Interlocal Agreement, a Participant shall cease to have any rights or obligations under this Interlocal Agreement except for any obligations arising on or before the date of withdrawal and the rights to withdraw the Participant's Balance. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's entire balance as of the date of such notice be paid to such Participant. No withdrawal from this Interlocal Agreement shall become effective until such Participant's balance is equal to zero, and until such time, such Participant shall continue to possess all of the rights and be subject to all of the obligations arising from this Interlocal Agreement.

(b) Any Participant that no longer qualifies as a unit of local government, that breaches any material covenant contained in Article VIII hereof, or for which any of the representations contained in Article VIII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 2.6(a) hereof immediately upon such disqualification, breach, or cessation but shall not be deemed to have requested the payment of its balance unless and until it either makes an actual payment request or the Administrator determines that such a disqualification, breach, or cessation has occurred.

2.7 Receipt of Statements and Reports; Requests

(a) The Administrator shall provide to each Participant a copy of the statements prepared pursuant to Section 5.5 hereof and of the reports prepared pursuant to Section 5.6 hereof applicable to such Participant.

(b) In addition, each Participant, through its Authorized Representative, may direct the Administrator to provide a statement of the value of the Participant's balance as of the date of the request. The Administrator shall provide such statement, subject only to account activity as of such date.

(c) On behalf of each Participant, the Administrator shall maintain or cause to be maintained the records relating to such Participant in a manner that records (i) the portion of the Participant's balance designated in the applicable Fund and (ii) the Participant's balance as one or more subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds. The Administrator shall maintain a separate record for each Participant and shall record the individual transactions involving each such Participant and the total value by subaccount of all investments belonging to each such Participant.

2.8 Responsibility for Authorized Representatives

Each Participant shall be responsible for the actions or inaction of its Authorized Representative under this Interlocal Agreement, and the Administrator and Custodian are authorized to rely on the directions of the Authorized Representative without further investigation or diligence.

ARTICLE III

BOARD

3.1 Establishment of Board; Initial Board

(a) The management of FLCLASS shall be under the direction of the Board that is hereby created by this Interlocal Agreement as a separate interlocal governmental entity. The initial Participants have by this Interlocal Agreement appointed the following persons as the initial trustees (the Initial Trustees) having terms ending the following date:

Cindy Valentine	December 31, 2015
Sharon R. Bock	December 31, 2016
Ken Burke	December 31, 2017

(b) The Initial Trustees shall constitute the initial Board. The Board may expand the membership of the Board and set initial terms for each additional Trustee provided, however, the number of Trustees shall not be less than three (3) nor more than thirteen (13). New and successor Trustees shall be appointed as provided for in Article IV.

3.2 General Powers

(a) FLCLASS is hereby established as a common law trust pursuant to this Interlocal Agreement. The purpose of FLCLASS is to provide an intergovernmental investment pool in accordance with Section 218.415, Florida Statutes through which Participants may invest surplus funds in accordance with Florida law governing the investment of surplus monies of a Participant. No Participant shall be required to appropriate any funds or levy any taxes to establish FLCLASS. FLCLASS shall maintain an office of record in the state of Florida and may maintain such other offices or places of business as the Board may from time-to-time determine. The initial office of record of FLCLASS shall be 4767 New Broad Street Orlando, Florida 32814.

(b) The Board shall serve as the fiduciary for the Participants and shall have exclusive and absolute control over the Investment Property to the same extent as if the Board were the sole owner of the Investment Property in its own right. All powers of the Administrator or Custodian that are described in this Interlocal Agreement shall also be powers of the Board. The Board may perform such acts as it determines in its sole discretion as proper for conducting the business of the Board. The enumeration of any specific powers shall not be construed as limiting the powers of the Board. Such powers may be exercised with or without the posting of a bond, an order, or other action by any court. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

(c) The Board may authorize the creation of one or more different Funds provided, however, that each such Fund shall conform in all respects to the requirements of this Interlocal Agreement.

(d) The Board may authorize the use of the names Florida Cooperative Liquid Assets Securities Systems, FLCLASS and Florida CLASS in conjunction with other products, portfolios, pools, and services that provide investment, financial, or other cash management services to Participants and for purposes of this Interlocal Agreement, such name shall include any Funds established pursuant to this Interlocal Agreement. The Administrator may identify a name for any additional Funds established pursuant to this Interlocal Agreement, subject to Board approval.

3.3 Investment and Management; The Investment Program

The Board shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of Permitted Investments pursuant to the Investment Policy established by the Board.

The general investment policy and objective of the Board shall be to provide to the Participants the preservation of capital and liquidity while providing a competitive investment

yield by investing in Permitted Investments. The Board shall appoint an Administrator, and the Board is directed to enter into the Administrator Agreement with the Administrator consistent with the terms of this Interlocal Agreement. The Administrator shall have the power to manage the Investment Property as specifically set forth in the Administrator Agreement. All modifications to the Investment Policy require Board approval by simple majority.

3.4 Title to Investments; Rights as Holders of Investment Property

Legal title to all Investment Property shall be vested in the Board on behalf of the Participants and shall be held by and transferred to the Board, except that the Board shall have full and complete power to cause legal title to any Investment Property to be held, if permitted by law, in the name of any other Person as nominee, on such term, in such manner and with such powers as the Board may determine, so long as in the judgment of the Board the interests of the Board and the Participants are adequately protected.

The Board shall have full and complete power to exercise all of the rights, powers, and privileges appertaining to the ownership of the Investment Property to the same extent that any individual might and, without limiting the generality of the foregoing, to vote or give any consent, request, or notice, or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meeting or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

3.5 Payment of Expenses

The Board shall have full and complete power:

(a) to incur and pay any charges or expenses that, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Interlocal Agreement;

(b) to pay any taxes or assessments validly and lawfully imposed upon or against the Investment Property or the Board in connection with the Investment Property or upon or against the Investment Property or income or any part thereof;

(c) to reimburse others for payment of such expenses and taxes; and

(d) to pay appropriate compensation or fees from the Investment Property to a person with whom the Board has contracted or transacted business.

All payments or expenses incurred pursuant to this Section will be a liability payable solely from the Investment Property. The Trustees shall not be paid compensation for their services as Trustees hereunder.

3.6 Power to Contract, Appoint, Retain, and Employ

The Board is responsible for the investments of FLCLASS consistent with the Investment Policy established in this Interlocal Agreement and for the general administration of the business and affairs of FLCLASS. Subject to the limitations expressed in Section 3.11 of this Interlocal Agreement, the Board shall have full and complete power to, and shall at all times, appoint, employ, retain, or contract with any person of suitable qualifications (including

any corporation, partnership, trust, or other entity of which one or more of them may be an Affiliate) for the transaction of the affairs of the Board.

3.7 Insurance

The Board shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of Investment Property, insurance policies insuring FLCLASS, officers, employees, and agents of FLCLASS individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by FLCLASS or any such person, officer, employee, and agent including any action taken or omitted that may be determined to constitute negligence, whether or not FLCLASS would have the power to indemnify such person against such liability.

3.8 Borrowing and Indebtedness

The Board shall not borrow money or incur indebtedness, whether or not the proceeds thereof are intended to be used to purchase Permitted Investments or Investment Property, except as a temporary measure to facilitate the transfer of funds to the Participant that might otherwise require unscheduled dispositions of portfolio investments, but only to the extent permitted by law. No such indebtedness shall have a maturity later than that necessary to avoid the unscheduled disposition of portfolio investments.

3.9 Remedies

Notwithstanding any provision in this Interlocal Agreement, when the Board deems that there is a significant risk that an obligor to FLCLASS may default or is in default under the terms of any obligation of FLCLASS, the Board shall have full and complete power to pursue any remedies permitted by law that, in its sole judgment, are in the interests of FLCLASS, and the Board shall have full and complete power to enter into any investment, commitment, or obligation of FLCLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

3.10 Information Statement

The Board shall have full and complete power to prepare, publish, and distribute an Information Statement regarding FLCLASS and to amend or supplement the same from time to time.

3.11 Contracting with Affiliates

To the extent permitted by law, the Board may enter into transactions with any Affiliate of the Administrator or the Custodian if:

(a) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board, and

(b) such transaction (or type of transactions) is, in the opinion of the Board, on terms fair and reasonable to the Board and the Participants and at least as favorable to them as

similar arrangements for comparable transactions with organizations unaffiliated with the person who is a party to the transaction.

3.12 Further Powers

The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as it deems necessary, proper, or desirable in order to carry out, promote, or advance the interests and purposes of FLCLASS although such actions, matters, or things are not herein specifically mentioned. Any determination as to what is in the best interest of FLCLASS made by the Board in good faith shall be conclusive. In construing the provisions of this Interlocal Agreement, the presumption shall be in favor of a grant of power to the Board.

3.13 Intellectual Property

The parties acknowledge that pursuant to this Interlocal Agreement and/or the business activities of the Board, various types of intellectual property (the Intellectual Property) may be created including but not limited to trademarks such as "FLCLASS" and "Florida Cooperative Liquid Assets Securities Systems" among others. With regard to any and all intellectual property created by or for the Board or by or for FLCLASS with regard to this Interlocal Agreement, the Board shall have all right, title, and interest to such intellectual property. No other party to this Interlocal Agreement shall make any claim of ownership to any such intellectual property and shall have no rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other party. Except as expressly set forth in this Interlocal Agreement, the Board shall have no obligation to account to the other parties to this Interlocal Agreement for any revenues arising from the use, license, or assignment of any item of intellectual property.

3.14 No Liability

No Trustee or officer of the Board shall be subject to any personal liability whatsoever to any person, in connection with the Investment Property or affairs of the Board, other than liability arising from the bad faith, willful misfeasance, gross negligence, or reckless disregard of duty by such Trustee or officer; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

ARTICLE IV

TRUSTEES

4.1 Number and Qualification

(a) Upon expansion of the Board after the Initial Trustees, the Board shall have at least three (3) but no more than thirteen (13) members.

(b) The Board shall strive to appoint qualified Trustees representative of the local government entity types that participate in FLCLASS. To that end, the Board shall strive to appoint at least one Trustee (but no more than four per category) from the following categories of local governments:

- (i) counties;
- (ii) cities and towns;
- (iii) school districts;
- (iv) special districts;
- (v) other public entities.

(c) The Board shall be the sole judge of the appointment and qualification of its members.

4.2 Term of Office

The term of office for a Trustee shall be three years (or less for certain Initial Trustees) or until a successor has been appointed and qualified, and such term shall begin at the meeting of the Board following the appointment. Trustees may serve any number of successive terms. The term of Trustees shall be staggered such that the term of at least one-third of all Trustees shall expire in any year.

4.3 Appointment of Trustees

(a) The Board shall appoint Trustees at any regularly scheduled or special meeting by a majority vote of the Trustees present at such meeting, provided a quorum is present. The Board shall provide for the nomination of candidates by the Participants and shall appoint Trustees from among the nominees submitted.

(b) After each appointment, each Participant shall by this Interlocal Agreement be considered to have appointed each person appointed by such vote as their Trustee unless and until removed pursuant to resignation according to Section 4.4 or removal according to Section 4.5.

4.4 Resignation of Trustees

Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustee and delivered to the Board, and such resignation shall be effective upon such delivery or at a later date specified in the written notice. Any vacancy created by such removal shall be filled in accordance with subsection 4.3(a). All Trust Assets held by the Trustee in his/her capacity as Trustee shall be immediately returned to the Trust.

4.5 Removal and Vacancies

(a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, adjudicated incompetence, or other incapacity to perform the duties of the office. In the case of a vacancy, the Trustees remaining in office shall appoint another person as a replacement Trustee, in accordance with Section 4.3, who shall serve until the expiration of the term for the office to which the replacement Trustee is appointed. The replacement Trustee shall be considered, unless removed pursuant to this Section 4.5, the appointee of each Participant.

(b) The Board may remove a Trustee in the event of the conviction of a felony or any other crime involving dishonesty. Such removal may occur upon the majority vote of the membership of the remaining Trustees. Any vacancy created by such removal shall be filled pursuant to this Section.

(c) Notwithstanding the forgoing, in lieu of selecting new Trustees to fill vacancies on the Board, the Board may decrease the membership of the Board by the number of such vacancies provided, however, the number of memberships shall not be less than three (3) nor more than thirteen (13).

4.6 Meetings

(a) The Annual Meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the appointment of Trustees, election of officers, setting the calendar for regular meetings, and other organizational matters as provided in the Bylaws. The Board shall meet not less than semiannually.

(b) Regular meetings of the Board shall be established annually in the method described in the Bylaws of the Board and may be held at the time and place so established.

(c) Special meetings of the Board may be held from time-to-time upon the call of the Chairperson or any two Trustees in the manner described in the Bylaws of the Board.

(d) All meetings of the Board are subject to and must comply with Section 286.011, Florida Statutes, as amended.

(e) To the extent permitted by Section 286.011, Florida Statutes, telephonic regular or special meetings by conference call or other method of electronic voice transmission that permits each participant to hear every other participant and join in the discussion are specifically authorized.

(f) To the extent permitted by Section 286.011, Florida Statutes, in the event all of the Trustees shall severally or collectively consent in writing to any action taken or to be taken

by the Trust, such action is a valid action as though it had been authorized at a formal meeting.

(g) A quorum of the Board shall be a majority of all Trustees appointed and serving. Any action of the Board may be taken at a meeting by a simple majority vote of those Trustees present and voting, provided a quorum is present, unless a supermajority is required by another section of this Interlocal Agreement or by law of the state.

4.7 Bylaws

The Board shall adopt and may, from time-to-time, amend or repeal Bylaws for the conduct of the business of the Board consistent with this Interlocal Agreement. The Bylaws may define the duties of the respective officers, agents, employees, and representatives of the Board and shall establish the rules of calling of meetings and determination of regular and special meetings.

4.8 Officers

The Board shall annually elect a Chairperson and other officers having the responsibilities and powers described in the Bylaws.

4.9 Conflicts of Interest

No Trustee shall vote on any matter that inures to his or her special private gain or loss, as that phrase is defined in Section 112.3143(1)(d), Florida Statutes. Such Trustee shall, prior to a vote being taken, disclose the nature of his or her interest in the matter from which he or she is abstaining from voting.

4.10 Standard of Care

The Trustees shall use ordinary care and reasonable diligence in the administration of the Trust. Nothing contained in this Interlocal Agreement, either expressly or by implication, shall be deemed to impose any duties or responsibilities on the Trustees other than those expressly set forth in this Interlocal Agreement.

4.11 Liability

A Trustee shall not be personally liable for monetary damages to any person for any statement, vote decision, or failure to act regarding the management or policy of the Trust unless:

- (a) The Trustee breached or failed to perform his or her duties as a Trustee; and

(b) The Trustee's breach of, or failure to perform, his or her duties constitutes:

(i) a violation of the criminal law unless the Trustee had reasonable cause to believe such conduct was lawful or had no reasonable cause to believe such conduct was unlawful. A judgment or other final adjudication against a Trustee in any criminal proceeding for violation of the criminal law shall estop that Trustee from contesting the fact that such breach, or failure to perform, constitutes a violation of the criminal law but does not stop the Trustee from establishing that such Trustee had reasonable cause to believe that such conduct was lawful or had no reasonable cause to believe that such conduct was unlawful;

(ii) a transaction from which the Trustee derived an improper personal benefit, either directly or indirectly; or

(iii) recklessness or an act or omission that was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

For the purposes of this Section 4.11, the term "recklessness" means the acting or omission to act in conscious disregard of a risk: (a) known, or so obvious that it should have been known to the Trustee; and (b) known to the Trustee, or so obvious that it should have been known, to be so great as to make it highly probable that harm would follow from such action or omission.

4.12 Indemnification

(a) The Trust shall, to the extent permitted by law, indemnify any person who was or is a party (other than an action by, or in the right of, the Trust) by reason of the fact that such person is or was a Trustee, officer, or direct employee of the Trust against liability incurred in connection with such proceedings on behalf of the Trust, including any approval of such proceedings, if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Trust and, with respect to any criminal action or proceedings, had no reasonable cause to believe such conduct was unlawful. The termination of any proceedings by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interest of the Trust, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) In case any claim shall be made or action brought against any person in respect of which indemnity may be sought against the Trust, such indemnified person shall promptly notify the Trust in writing setting forth the particulars of such claim or action. The indemnified person shall be entitled to select and retain counsel of his or her choice. The Trust shall be

responsible for the payment or immediate reimbursement for all reasonable fees and expenses incurred in the defense of such claim or action.

4.13 Legal Title to Investment Property

Title to all Investment Property shall be vested in the Trust on behalf of the Participants who shall be the beneficial owners. The Board shall have full and complete power to cause legal title to any Investment Property to be held, on behalf of the Participants, by or in the name of any other entity or person as nominee, on such terms, in such manner, and with such powers as the Board may determine provided that the interests of the Trust are adequately protected as a consequence thereof.

4.14 Reliance on Experts

Each Trustee and officer of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other official records of the Trust, upon an opinion of Trust Counsel, or upon official reports made to the Trust by any of its officers or employees or by the Investment Advisor, Administrator, Custodian, accountants, appraisers, or other experts or consultants selected with reasonable care by the Board or officers of the Trust.

ARTICLE V

ADMINISTRATOR AND TRUST COUNSEL

5.1 Appointment; General Provisions

(a) The Board is responsible for the general investment policy and program of the Trust and for the general supervision and administration of the business and affairs of the Trust conducted by the officers, agents, employees, investment advisors, administrators, distributors, or independent contractors of the Trust consistent with the investment policy established in this Interlocal Agreement. However, the Board is not required to personally conduct all of the routine business of the Trust and, consistent with their responsibility as stated herein, the Board may, on behalf of the Trust, appoint, employ, or contract with an Administrator and a Trust Counsel and may grant or delegate such authority to the Administrator, Trust Counsel, or to any other person as the Board may, in its discretion, deem to be necessary or desirable for the efficient management of the Trust.

(b) The Board may appoint one or more persons to serve as the Administrator for FLCLASS. It is specifically intended that any and all provisions related to the Administrator set forth herein be memorialized in a contract between the Board and the Administrator (the Administrator Agreement) and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of Administrator. In the event of conflict between the provisions of this Interlocal Agreement and the provisions of the

Administrator Agreement, this Interlocal Agreement shall control.

(c) In the event that, at any time, the position of Administrator shall become vacant for any reason, the Board may appoint, employ, or contract with a successor.

(d) The Administrator shall at no time have custody of or physical control over any of the Investment Property.

(e) The Administrator may also serve as investment advisor to FLCLASS.

5.2 Duties of the Administrator

(a) The duties of the Administrator shall be those set forth in this Article V and the Administrator Agreement. This Article V outlines some but not all of such duties. Such duties may be modified by the Board from time-to-time. The role of the Administrator is intended to effect purchases, sales, or exchanges of Investment Property on behalf of the Board. The Administrator Agreement may authorize the Administrator to employ other persons to assist in the performance of the duties set forth therein.

(b) The Administrator shall at no time have custody of or physical control over any of the Investment Property. If a Participant in error delivers Investment Funds for investment to the Administrator instead of to the Custodian, the Administrator shall immediately transfer such Investment Funds to the Custodian. The Administrator shall not be liable for any act or omission of the Custodian but shall be liable for the Administrator's acts and omissions as provided herein.

(c) The Administrator understands that the monies delivered to the Custodian may only be invested pursuant to the investment parameters contained in the Investment Policy.

5.3 Duties of the Trust Counsel

The duties of the Trust Counsel shall be:

(a) To construe the terms and provisions of this Interlocal Agreement and advise the Board with respect to its powers and duties thereunder;

(b) Review and approve the ordinances and joinder agreements of units of local government desiring to become Participants;

(c) Attend all meetings of the Board and provide legal advice and consultation as requested; and

(d) Bring, prosecute, appear in, or defend all on behalf of the Trust and in the name of the Trust any suit or administrative proceeding, for the enforcement of or arising out of or with respect to this Interlocal Agreement.

5.4 Investment Activities and Powers

The Administrator shall perform the following services:

(a) advise the Board on any material changes in investment strategies based upon current market conditions;

(b) enter into securities transactions with respect to the Investment Property (to the extent permitted by the investment criteria established by the Board as set forth in the Investment Policy and all applicable law) by entering into agreements and executing other documents relating to such transactions containing provisions common for such agreements and documents in the securities industry;

(c) from time-to-time, review the Permitted Investments and the investment criteria set forth in the Investment Policy and, if circumstances and applicable law permit, recommend changes in such Permitted Investments and such investment criteria;

(d) provide such advice and information to the Board on matters related to investments as the Board may reasonably request including, without limitation, research and statistical data concerning the Investment Property, whether and in what manner all rights conferred by the Investment Property may be exercised, and other matters within the scope of the investment criteria set forth in the Investment Policy;

(e) prepare such information and material as may be required in the implementation of the Valuation Procedures or the computation of the Balances and the preparation of any and all records and reports required by this Interlocal Agreement or applicable laws;

(f) issue instructions to the Custodian as provided in this Interlocal Agreement; and

(g) employ, consult with, obtain advice from, and exercise any of the Administrator's rights or powers under this Interlocal Agreement through the use of suitable agents including auditors, legal counsel (who may be counsel to the Administrator and/or the Board), investment advisers, brokers, dealers, and/or other advisers. Notwithstanding Section 11.8 hereof, the Administrator may transmit information concerning the Investment Property and the Participants to such agents.

5.5 Monthly Statements

(a) Within 15 days subsequent to the end of each month, the Administrator shall prepare and submit to each Participant who was a Participant during such month a statement disclosing any activity and a closing balance in each of its accounts for such month.

(b) The Administrator, upon the request of a Participant, shall furnish to the Participant a statement of such Participant's balance as of the date of such request, subject only to account activity on such date.

5.6 Reports

The Administrator shall prepare or cause to be prepared at least annually (i) a report of operations containing a statement of the Investment Property and the Investment Property

Liabilities and statements of operations and of net changes in net assets prepared in conformity with generally accepted accounting principles consistently applied and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Participants' Accounts, maintained by the Administrator with respect to the Investment Property, performed in accordance with generally accepted auditing standards. A copy of such signed report of operations and an accountant's opinion shall be filed with the Participants within ninety (90) days after the close of the period covered thereby.

5.7 Daily Calculation of Program Value and Rate of Return

(a) The Administrator shall calculate the Investment Property Value for each Account once on each business day at the time and in the manner provided in the Valuation Procedures contained in Exhibit C, hereto.

(b) Upon performing the valuation specified in Section 5.7(a) hereof, the Administrator shall calculate (rounding off to the nearest whole cent) the balance of each Participant and each balance of each of the Participants shall be adjusted proportionately so that the total balances of all the Participants equals the aggregate Investment Property Value for the Accounts.

(c) For purposes of calculating the Investment Property Value, the amount of any uncertain or contingent Investment Property Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Property Liability that has been determined from time-to-time by the Administrator.

(d) For purposes of calculating the Investment Property Value, if the value of any part of the Investment Property is uncertain or contingent, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time-to-time by the Administrator.

(e) The Administrator shall calculate daily the rate of return earned on the Investment Property held in each Account.

5.8 Administration of FLCLASS

The Administrator shall perform the following administrative functions on behalf of the Board in connection with the implementation of this Interlocal Agreement:

(a) collect and maintain for such period as may be required under any applicable Federal or Florida law written records of all transactions affecting the Investment Property or the balances, including but not limited to (i) investments by and payments to or on behalf of each Participant; (ii) acquisitions and dispositions of Investment Property; (iii) pledges and

releases of collateral securing the Investment Property; (iv) determinations of the Investment Property Value; (v) adjustments to the Participants' balances; and (vi) the current balance and the balances at the end of each month for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate. The Administrator shall maintain the records relating to each Participant in a manner that subdivides the Participant's balance into subaccounts or other special accounts to accommodate such Participant's desire to segregate any portion or portions of its Investment Funds;

(b) assist in the organization of Meetings of the Board including preparation and distribution of the notices and agendas therefore;

(c) respond to all inquiries and other communications of Participants, if any, that are directed to the Administrator or, if any such inquiry or communication is more properly addressed by an officer of the Custodian, referring such inquiry or communication to such officer and coordinating such officer's response thereto;

(d) pay all Investment Property Liabilities in accordance with this Interlocal Agreement from any income, profits, and gains from the Investment Property (but not from the principal amount thereof); and

(e) engage in marketing activities to encourage eligible Florida public sector entities to become Participants.

5.9 Funds

The Investment Advisor shall cause the Custodian to establish a primary fund (the Prime Fund) for the investment of surplus funds of the Participants. The Prime Fund shall be invested in permitted investments pursuant to the criteria and policies contained in the Investment Policy. Notwithstanding anything in this Interlocal Agreement to the contrary, the Investment Advisor may, upon the direction of the Board, cause the Custodian to establish specially designated funds, in addition to the Prime Fund, with specified investment characteristics so long as the fund adheres to the permitted investments. Such characteristics may include, without limitation, certain restrictions on amounts to be invested, holding periods prior to payments, or certain other conditions to be met for payments, such as possible payment penalties, special investment criteria, investment management tailored to a particular Participant, or additional fees for administering such specially designated Funds. The Investment Advisor may cause the Custodian to establish such Funds once the Board or its designee has approved in writing the investment characteristics of such Funds. If established, any such Fund shall consist only of permitted investments, and the investment characteristics of each such Fund shall be set forth in a separate investment policy. The establishment of such Funds shall not be deemed an amendment of this Interlocal Agreement. A Participant may direct the Investment Advisor to invest its surplus funds in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts

and reports separate from any other Fund. The Investment Advisor shall cause to be maintained a separate rating on each such Fund. All provisions of this Interlocal Agreement shall apply to any such Funds.

ARTICLE VI

THE CUSTODIAN

6.1 Qualifications

(a) The Board, on behalf of the Trust, shall appoint and employ a bank or trust company organized under the laws of the United States of America to serve as Custodian for FLCLASS. Such custodian shall be a qualified depository as defined by Chapter 280, Florida Statutes and shall invest all Investment Property in accordance therewith and in accordance with the objectives of the Trust. The Custodian shall have authority to act as the Trust's agent, subject to such restrictions, limitations, and other requirements, if any, as may be established by the Board. It is specifically intended that any and all provisions related to the Custodian set forth herein be memorialized in a contract to be entered into between the Trust and the Custodian (the Custody Agreement) and that this Interlocal Agreement not be construed to create any third-party beneficiary rights in any party fulfilling the role of the Custodian. In the event of a conflict between the provisions of this Interlocal Agreement and the provisions of the Custody Agreement, this Interlocal Agreement shall prevail.

6.2 Successors

In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Board shall appoint a successor thereto.

6.3. Prohibited Transactions

With respect to transactions involving Investment Property, the Custodian shall act strictly as agent for the Trust. The Board shall not purchase Permitted Investments from the Custodian or sell Permitted Investments to the Custodian.

6.4. Appointment; Sub-Custodians

(a) The Custodian may employ other banks and trust companies as sub-custodians, including, without limitation, affiliates of the Custodian. The appointment of a sub-custodian under this Section shall not relieve the Custodian of any of its obligations set forth in this Interlocal Agreement. The Custodian shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is clearly indicated on the records of any sub-custodian and the Custodian shall use its best efforts to ensure that the collective

interests of the Participants in the Investment Property is not diminished or adversely affected because of the Custodian's use of a sub-custodian.

(b) No Investment Funds or Investment Property received or held by the Custodian pursuant to this Interlocal Agreement shall be accounted for in any manner that might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

6.5 Powers

The Custodian shall perform the following services:

(a) open and maintain such custody accounts as the Board directs through the Administrator and accept for safekeeping and for credit to the Account, in accordance with the terms hereof, all securities representing the investment of Investment Funds pursuant to Section 2.2 hereof, and the income or earnings derived therefrom.

(b) hold the Investment Property:

(i) in its vaults physically segregated and held separate and apart from other property of the Custodian;

(ii) in its account at Depository Trust Company or other depository or clearing corporation; or

(iii) in a book entry account with the Federal Reserve Bank in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times.

The Investment Property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees provided, however, that the custodial relationship and the interests of the Participants regarding such Investment Property shall be noted on the records of the Administrator and the custodial relationship on behalf of the Participants shall be noted on the records of the Custodian and, to the extent possible, the Custodian shall cause the custodial relationship on behalf of the Participants to be noted on the records of such depository, clearing house, or Federal Reserve Bank.

(c) notify the Administrator, in writing or verbally with written, email, or facsimile confirmation, of any elective action involving the Investment Property.

(d) upon instruction of the Administrator, the Custodian shall

- (i) receive and distribute Investment Funds and all other Investment Property in accordance with the requests of Participants pursuant to Article II and Exhibit A and Exhibit B hereof;
- (ii) exchange securities in temporary or bearer form for securities in definitive or registered form; and surrender securities at maturity or earlier when advised of a call for redemption;
- (iii) make, execute, acknowledge, and deliver as Custodian any and all documents or instruments (including but not limited to all declarations, affidavits, and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;
- (iv) make any payments incidental to or in connection with this Section 6.5;
- (v) sell, exchange, or otherwise dispose of any and all Investment Property free and clear of any and all interests of the Participants, at public or private sale, with or without advertisement; and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith;
- (vi) with respect to enforcing rights in connection with the Investment Property, use its best efforts to: (a) collect, receive, and receipt for all sums of money or other personal property due; (b) consent to extensions of the time for payment or to the renewal of any securities, investments, or obligations; (c) exercise any power of sale and convey good title thereunder free of any and all interests of any and all Participants and in connection with any such foreclosure or sale, purchase, or otherwise acquire title to any personal property; (d) to the extent necessary, be a party to the reorganization of any person and transfer to and deposit with any corporation, committee, voting trustee, or other Person any securities, investments, or obligations of any person that form a part of the Investment Property for the purpose of such reorganization or otherwise; (e) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments, or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (f) extend the time (with or without security) for the payment or delivery of any debts or personal property and to execute and enter into releases, agreements, and other instruments; and (g) pay or satisfy any debt or claims; and
- (vii) exercise all other rights and powers and to take any action in carrying out the purposes of this Interlocal Agreement.

6.6 Custodial Relationship; Custodian Records

(a) The Custodian shall hold the Investment Property in its capacity as Custodian for the collective benefit of each of the Participants. The Investment Property shall be custodial property of the Custodian and shall not be, or be deemed to be, an asset of the Custodian. Each Participant has an undivided beneficial interest in the Investment Property to the extent of such Participant's balance.

(b) The Custodian shall acknowledge in the Custody Agreement that records concerning the Investment Property shall be maintained by the Administrator and that such records shall conclusively determine the interests of each Participant in the Investment Property. Within 15 days subsequent to the end of each month, the Custodian shall send statements providing the closing balance in the Account at the end of such month and the transactions performed in the Account during such month to the Administrator and the Board.

ARTICLE VII

FLCLASS COSTS AND EXPENSES

7.1 Expenses

In consideration of the performance of its obligations hereunder, the Administrator shall receive a fee as set forth in the Administrator Agreement described in Section 5.2 hereof, which fee shall be paid from the earnings on the Accounts. The Administrator's fee shall be an Investment Property Liability. From its fee, the Administrator shall pay the following costs and expenses: the Custodian's fee set forth in the Custody Agreement, the costs of third parties retained by the Administrator to render investment advice pursuant to the Administrator Agreement, all custodial and securities clearance transaction charges, the cost of valuing the Investment Property, the cost of obtaining a rating, if any, the cost of other expenses agreed to by the Administrator and the Board, all Investment Property record-keeping expenses, the cost of preparing monthly and annual reports, the expense of outside auditors required pursuant to the Administrator Agreement (but only if the Administrator selects such auditors), the fees of the Administrator's and/or Board's legal counsel, the cost of meetings of the Board, and the costs of Participant surveys and mailings. At least quarterly, the Administrator shall provide a detailed accounting of such expenses to the Board.

7.2 Payment of Expenses

The Board shall have full and complete power:

(a) to incur and pay any charges or expenses that, in the opinion of the Board, are necessary or incidental to or proper for carrying out any of the purposes of this Indenture;

(b) to reimburse others for the payment therefore including but not limited to the Administrator; and 26(c) to pay appropriate compensation or fees from the funds managed under this Interlocal Agreement to persons with whom the Board has contracted or transacted business.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of Each Participant

Each Participant hereby represents and warrants that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary ordinances and resolutions in order to execute and deliver this Interlocal Agreement and to perform its obligations hereunder including, without limitation, the appointment of its Authorized Representative; and

(b) the execution, delivery, and performance of this Interlocal Agreement by the Participant are within the power and authority of the Participant and do not violate the laws, rules, or regulations of the state of Florida applicable to the Participant or the Participant's charter or its organizational statute, instrument, or documents or any other applicable Federal, state, or local law; and

(c) the certificates delivered heretofore or hereafter by the Participant pursuant to this Interlocal Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading.

ARTICLE IX

COVENANTS

9.1 Source of Investments

Each Participant hereby covenants that it will invest pursuant to Section 2.2 only Investment Funds that are permitted to be invested by it pursuant to the laws of the state of Florida and any charter, instrument, organizational document, and any Federal, state, or local rule, ordinance, resolution or regulation applicable to such Participant and that it will perform all actions required by the laws of the state of Florida and any charter, instrument, or organizational document and any Federal, state, or local rule, ordinance, resolution, or regulation applicable to such Participant to be done prior to such investment.

9.2 Truth of Representations and Warranties

Each party to this Interlocal Agreement hereby covenants that it shall use reasonable efforts to withdraw from this Interlocal Agreement prior to the time any of the representations and warranties made by it in Article VIII hereof ceases to be true.

ARTICLE X

AMENDMENT AND TERMINATION

10.1 Amendment

(a) Unless explicitly set forth otherwise herein, this Interlocal Agreement may be amended only by a majority of the Board. Any amendment that impacts the duties, obligations, or rights of either the Administrator or the Custodian shall be reduced to writing and agreed to by the affected party.

(b) Any amendment executed pursuant to Section 10.1(a) hereof will be effective upon the earlier of (i) thirty (30) days after notice is mailed or otherwise delivered, including but not limited to delivery by electronic means, to all existing Participants setting forth such amendment and permitting each Participant to terminate its participation and request payment of its balance.

(c) Notwithstanding the foregoing, the Investment Policy may be amended by a writing consented to by the Board. Any such amendment of the Investment Policy shall become effective thirty (30) days after notice thereof is sent to the Participants, Administrator, and Custodian setting forth such amendment.

(d) Notwithstanding the foregoing, Exhibits A, B, and C may be amended by the Board on behalf of the Participants. Any such amendment shall become effective thirty (30) days after notice thereof is mailed to the Participants, Administrator, and Custodian setting forth such amendment.

10.2 Termination

(a) This Interlocal Agreement shall continue in full force and effect unless terminated as set forth in this Section 10.2. This Interlocal Agreement may be terminated at any time pursuant to a duly adopted amendment hereto approved by the unanimous vote of the Board. This Interlocal Agreement shall terminate automatically if either the Program Administration Agreement or the Custody Agreement is not amended to name a new Administrator or Custodian on or before the day that is immediately prior to the date on which the resignation, withdrawal, or removal of the Administrator or Custodian would otherwise become effective.

(b) Upon the termination of this Interlocal Agreement pursuant to this Section 10.2:

(i) the Custodian, the Board, and the Administrator shall carry on no business in connection with FLCLASS except for the purpose of satisfying the Investment Property Liabilities and winding up their affairs in connection with the Investment Property;

(ii) the Custodian, the Board, and the Administrator shall proceed to wind up their affairs in connection with FLCLASS, and all of the powers of the Board, Administrator, and Custodian under this Interlocal Agreement, the Program Administration Agreement, and the Custody Agreement, respectively, shall continue until the affairs of the Board, Administrator, and Custodian in connection with FLCLASS shall have been wound up, including but not limited to the power to collect amounts owed, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration that may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate their affairs in connection with FLCLASS; and

(iii) after paying or adequately providing for the payment of all Investment Property Liabilities and upon receipt of such releases, indemnities, and refunding agreements as each of the Board, Administrator, and Custodian deem necessary for their protection, the Board shall take all necessary actions to cause the distribution of the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Interlocal Agreement and distribution to the Participants as herein provided, the Board shall direct the Administrator to execute and lodge among the records maintained in connection with this Interlocal Agreement an instrument in writing setting forth the fact of such termination, and the Board and Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged.

ARTICLE XI

MISCELLANEOUS

11.1 Governing Law

This Interlocal Agreement is executed by the initial Participants and delivered in the state of Florida and with reference to the laws thereof, and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the state of Florida.

11.2 Severability

The provisions of this Interlocal Agreement are severable, and if any one or more of such provisions (the Conflicting Provisions) are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Interlocal Agreement, and this Interlocal Agreement may be amended pursuant to Section 10.1 hereof to remove the Conflicting Provisions provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Interlocal Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

11.3 Counterparts

This Interlocal Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

11.4 No Assignment

No party hereto may sell, assign, pledge, or otherwise transfer any of its rights or benefits under this Interlocal Agreement to any other person, and any purported sale, assignment, pledge, or other transfer shall be null and void. The Board agrees not to unreasonably withhold consent to an assignment of this Interlocal Agreement or the Administrator Agreement.

11.5 Gender; Section Headings and Table of Contents

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Interlocal Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Interlocal Agreement nor affect its meaning, construction, or effect.

11.6 No Partnership

Other than the creation by the Participants of an interlocal cooperation agreement pursuant to Florida Statutes §163.01, this Interlocal Agreement does not create or constitute an association of two or more persons to carry on as co-owners a business for profit, and none of the parties intends this Interlocal Agreement to constitute a partnership or any other joint venture or association.

11.7 Notice

Unless oral notice is otherwise allowed in this Interlocal Agreement, all notices required to be sent under this Interlocal Agreement:

(a) shall be in writing;

(b) shall be deemed to be sufficient if given by (i) depositing the same in the United States mail properly addressed, postage prepaid, or (ii) electronically transmitting such notice by any means such as by facsimile transmission, email, or other electronic means whenever such notice is in a format that may be stored by the receiving party or parties, or (iii) by depositing the same with a courier delivery service, addressed to the person entitled thereto at his address or phone number as it appears on the records maintained by the Administrator;

(c) shall be deemed to have been given on the day of such transmission if delivered pursuant to subsection (b)(ii) or on the third day after deposit if delivered pursuant to subsection (b)(i) or (b)(iii); and

(d) any of the methods specified in Section 11.7(b) shall be sufficient to deliver any notice required hereunder notwithstanding that one or more of such methods may not be specifically listed in the Sections hereunder requiring such notice.

11.8 Confidentiality

(a) All information and recommendations furnished by the Administrator to any Participants or the Board that is marked confidential and all information and directions furnished by the Administrator to the Custodian shall be regarded as confidential by each such person to the extent permitted by law. Nothing in this Section shall prevent any party from divulging information as required by law or from divulging information to civil, criminal, bank, or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply, or from divulging information in accordance with Florida's Government in the Sunshine Law, Florida Statutes, Chapter 286, or Florida's Public Records Act, Florida Statutes, Chapter 119 or to prevent the Administrator from distributing copies of this Interlocal Agreement, the names of the Participants, or the Investment Property Value to third parties.

11.9 Entire Agreement

This Interlocal Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

11.10 Disputes

In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation provided in writing at least 10 days before commencing legal action.

11.11 Writings

Whenever this Interlocal Agreement requires a notice, instruction, or confirmation to be in writing or a written report to be made or a written record to be maintained, it shall be sufficient if such writing is produced or maintained by electronic means or maintained by any other photostatic, photographic, or micrographic data storage method such as digital discs as well as on paper, so long as such method complies with Chapter 119, Florida Statutes.

11.12 Effective Date

This Interlocal Agreement shall become effective on the effective date.

SIGNATURE PAGE FOR INTERLOCAL AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

**PINELLAS COUNTY CLERK OF THE
CIRCUIT COURT AND COMPTROLLER, as
Participant**

By: 
Ken Burke
Pinellas County Clerk of the Circuit Court and
Comptroller

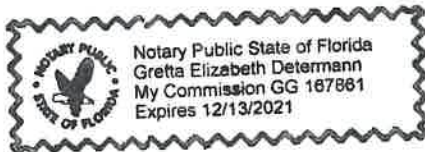
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization this 21st day of April, 2021, by Ken Burke, Pinellas County Clerk of the Circuit Court and Comptroller. He is personally known to me or produced as identification.



Notary Public

My Commission Expires: 12/13/2021



SIGNATURE PAGE FOR INTERLOCAL AGREEMENT

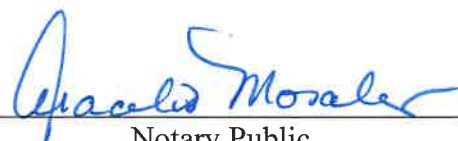
IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed in their names and on their behalf as of the date first written above.

ORANGE COUNTY TAX COLLECTOR, as Participant

By: 
Scott Randolph
Orange County Tax Collector

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 30th day of March, 2021, by Scott Randolph, Orange County Tax Collector. He is personally known to me or produced _____ as identification.


Notary Public

My Commission Expires: 7-10-2021

ARACELIS MORALES
Notary Public, State of Florida
My Commission expires July 10, 2021
Comm. No. GG120143

EXHIBITS

EXHIBIT A

Investment Procedures

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount to be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire or electronically transfer Investment Funds to the applicable Account at the Custodian for the purchase of investments to be held by the Custodian in such Account.
2. Receipt of the notice described in (1) by the Administrator as set forth in the Information Statement.
3. If Investment Funds for which notification of investment has been given are not received by the end of the business day on which such notification is given, the Administrator shall deduct the value of such Investment Funds from the Participant's balance if previously credited.
4. The Participant is prohibited from requesting payments from amounts credited to its balance pursuant to (2) or (3) above until such Investment Funds are received by the Custodian for the purchase of securities to be held by the Custodian.
5. These Investment Procedures may be amended from time-to-time pursuant to Section 10.1(d) of this Interlocal Agreement provided, however, the Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT B

Payment Procedures

1. The Participant shall provide a recorded call or send a written notice to the Administrator indicating the amount requested to be paid and shall specify from which Account the payment is to be made.
2. The Participant shall notify the Administrator in writing of the payee of the amount requested, which may be the Participant, and include any wire, electronic transfer, or other payment instructions. Such payee must be listed on the list of approved payees that has been provided by the Participant to the Administrator in advance of the payment.
3. Requests for payments must be received by the Administrator as set forth in the Information Statement.
4. The Participant may only request payments of that portion of its balance that represents Investment Funds and its proportional share of the income from the Investment Property that, in all cases, has actually been received by the Custodian.
5. These Payment Procedures may be amended from time-to-time pursuant to Section 10.1(d) of this Interlocal Agreement provided, however, that the Administrator will only change the times set forth above after consulting with the Custodian.

EXHIBIT C

Valuation Procedures

1. Portfolio Valuation

At least daily, the Investment Property Value shall be determined on a mark to market basis as follows:

The Administrator shall determine the market value of the specific investment holdings for the FLCLASS portfolio. The market values shall be obtained from one or more sources that the Administrator believes to be reliable for providing such information. A credible pricing source will be used by the Administrator to price the underlying securities on a daily basis.

Alternatively, the Investment Property Value may be determined using the amortized cost valuation method. The amortized cost valuation method involves initially valuing a security at its cost and thereafter accreting to maturity any discount or amortizing to maturity any premium, regardless of the impact of fluctuating interest rates on the market value of the instrument.

2. Amendment

These Valuation Procedures may be amended from time to time pursuant to Section 10.1(d) of this Interlocal Agreement.

EXHIBIT D

Model Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE [GOVERNING BODY] OF THE [UNIT OF LOCAL GOVERNMENT] APPROVING THE ENTRANCE INTO AN INTERLOCAL AGREEMENT WITH OTHER GOVERNMENTAL PARTICIPANTS FOR THE PURPOSE OF EXERCISING INVESTMENT POWER JOINTLY TO INVEST FUNDS IN CONCERT WITH OTHER PARTICIPANTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the [Unit of Local Government] is permitted and has the power pursuant to the provisions of the Florida Statutes including but not limited to Section 218.415 of the Florida Statutes and its own local laws to invest certain of its funds in statutorily permitted investments including but not limited to any intergovernmental investment pool authorized pursuant to Section 163.01, Florida Statutes, as amended (the Florida Interlocal Cooperation Act); and

WHEREAS, Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi-purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a Local Government Entity or Entity), to exercise jointly with any other Entity any power, privilege, or authority which such Entities share in common and which each might exercise separately; and

WHEREAS, the Florida Interlocal Cooperation Act authorizes the [Unit of Local Government], together with other local governmental entities, to exercise jointly any power, privilege, or authority that the local governmental entities share in common and that each might exercise separately pursuant to a written interlocal agreement; and

WHEREAS, Palm Beach County Clerk and Comptroller, the Pinellas County Clerk of the Court and Comptroller, and the Orange County Tax Collector, as initial Participants (as such term is defined in the Interlocal Agreement described below), entered into that certain Interlocal Agreement, a copy of which is attached hereto as Exhibit A (the Interlocal Agreement), the purpose of which is to provide the [Unit of Local Government] and each Participant who has executed or otherwise joined the Interlocal Agreement, a substantial benefit by establishing the intergovernmental investment pool to be known as the Florida Cooperative Liquid Assets Securities System (FLCLASS), an intergovernmental investment pool as described in Section 218.415, Florida Statutes, as amended, in order to exercise such

investment power jointly and invest such funds in concert with the other Participants pursuant to the Interlocal Agreement as authorized by the Florida Interlocal Cooperation Act in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the [Unit of Local Government] desires to join the Interlocal Agreement as a Participant, in order to exercise investment power jointly and invest funds in concert with the other Participants pursuant to the Interlocal Agreement in order to take advantage of economies of scale and perform governmental functions more efficiently; and

WHEREAS, the policy of the Interlocal Agreement shall be to place the highest priority on the safety of principal and liquidity of funds, and the optimization of investment returns shall be secondary to the requirements for safety and liquidity;

NOW, THEREFORE, BE IT RESOLVED by the [Governing Body] of the [Unit of Local Government] as follows:

SECTION 1. The Interlocal Agreement executed or otherwise joined by the Participants thereto, a copy of which is attached to this Resolution as Exhibit A and incorporated herein by reference.

SECTION 2. Pursuant to Section 2.4 of the Interlocal Agreement, the [Unit of Local Government] hereby joins the Interlocal Agreement as a Participant and agrees to be bound by all of the terms and provisions thereof. The [Unit of Local Government] further agrees to file an executed copy of this Resolution with the Clerk of Court of _____ County, Florida.

SECTION 3. This Resolution shall take effect immediately upon its filing with the Clerk of Court of _____ County, Florida.



PASSED AND ADOPTED IN PUBLIC SESSION of the _____ of the
_____ this ____ day of _____, 20__.

By: _____

Name: _____

Its: _____

Attest: _____

_____, [Assistant] Secretary

Instrument of Adoption

of that certain
Interlocal Agreement for the
Florida Cooperative Liquid Assets Securities System (FLCLASS)

This Instrument of Adoption (this Instrument) is executed as of the ____ day of _____, 20____, by and on behalf of _____. Reference is made to that certain Amended and Restated Interlocal Agreement for the Florida Cooperative Liquid Assets Securities System, dated as of March 4, 2021, made by and among certain Initial Participants (as defined therein) and such additional Participants who may have heretofore and may hereafter join therein and as may have been and may be modified or amended as provided therein (the Interlocal Agreement). Capitalized terms not defined in this Instrument shall have the meanings given in the Interlocal Agreement.

By executing this Instrument, the undersigned represents and warrants that (a) the undersigned is a unit of local government as defined in the Interlocal Agreement; (b) the person executing this Instrument on behalf of the undersigned is an officer of the unit of local government authorized to execute this Instrument; (c) the undersigned has taken all required action to qualify as a Participant under the Interlocal Agreement; and (d) the undersigned is authorized to invest in FLCLASS pursuant to Section 163.01(17)(a), Florida Statutes with or without an adopted a written investment policy.

By executing this Instrument, the undersigned agrees that it will be bound by all terms and conditions of the Interlocal Agreement, as amended from time-to-time.

INSTRUMENT OF ADOPTION

of that certain

Interlocal Agreement for the

Florida Cooperative Liquid Assets Securities System (FLCLASS)

IN WITNESS WHEREOF, the undersigned has executed this Instrument as of the day first above written.

[NAME OF ENTITY]

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, _____, [He/She] is personally known to me/or produced _____ as identification.

Public Notary: _____

My Commission Expires: _____

Contact Information

201 E. Pine Street, Suite 750

Orlando, FL 32801

Phone: (844) 220-7600

Fax: (844) 220-7900

clientservices@flclass.com

www.flclass.com

Florida Cooperative Liquid Asset Securities System ("FLCLASS")

Investment Policy

Purpose

This Policy has been established to create the principles by which the Florida Cooperative Liquid Asset Securities System ("FLCLASS") will be invested and secured and to comply with the provisions of Florida law relating to the investment of public funds. Investment Funds may only be invested in a manner that is permitted pursuant to the laws of the State of Florida generally and Florida's Investment of Local Government Surplus Funds Act, Florida Statutes, Chapter 218, Part IV and the Florida Interlocal Cooperation Act of 1969.

Objective

The Fund's investment objectives are: 1) Safety & Preservation of Principal, 2) Daily Liquidity, 3) Transparency and 4) Competitive Yields.

The Fund's investments will conform to the Permitted Investments detailed in this Investment Policy to meet Standard & Poor's Principal Stability Fund AAAM rating requirements. The AAAM rating is the highest attainable rating for a Local Government Investment Pool.

General Provisions

The Administrator will invest FLCLASS assets in high-quality fixed income securities. To be considered high quality, a security must be rated in the two highest short-term rating categories by one or more Nationally Recognized Statistical Rating Organizations ("NRSROs"), or be deemed to be of comparable quality thereto by the Administrator. The Administrator also may enter into special transactions for FLCLASS, i.e. repurchase agreements.

FLCLASS will maintain a dollar-weighted average maturity to reset (WAMR) of 60 days or less and a dollar-weighted average maturity to final (WAMF) of 120 days or less.

FLCLASS shall at all times maintain a prudent diversification of its investment portfolio among eligible asset classes.

Procedures for Investment of Pool Monies

(a) Qualified Broker/Dealers.

The Administrator will maintain a list of qualified broker/dealers that FLCLASS may engage in investment transactions with which will be approved by the Board of Trustees, at least quarterly, and will be maintained separately from this Policy.

(b) Qualified Corporate Debt Issuers.

The Administrator will maintain a list of qualified corporate debt issuers that FLCLASS may purchase and which will be approved by the Board of Trustees, at least quarterly, and may be maintained separately from this Policy.

(c) Solicitation of Bids for Certificates of Deposit.

Bids for certificates of deposit may be solicited orally, in writing, electronically or in any combination of those methods. A record of such bids shall be maintained by the Administrator.

(d) Settlement Basis.

All purchases of investments, except investments in mutual funds or bank instruments, shall be made

on a delivery versus payment basis to a third party custodian. The safekeeping entity for all FLCLASS investments and for all collateral pledged to secure funds of FLCLASS shall be the Custodian.

Permitted Investments

Obligations of the United States Government and its Agencies and Instrumentalities.

Bills, notes and bonds issued by the U.S. Treasury and backed by the full faith and credit of the United States.

Obligations of any agency or instrumentality of the United States, including but not limited to, obligations of The Federal Farm Credit Bank, the Federal Land Bank, a Federal Home Loan Bank, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Export-Import Bank, the Tennessee Valley Authority, the Government National Mortgage Association, the World Bank, or an entity or organization that is not listed in this paragraph but that is created by, or the creation of which is authorized by, legislation enacted by the United States congress and that is subject to control by the federal government that is at least as extensive as that which governs an entity or organization listed in this paragraph.

Obligations issued by entities with liquidity support from the U.S. Government, or its agencies or instrumentalities. These support arrangements provide that the U.S. Government or its agencies or instrumentalities will advance funds to the entity to pay the obligations of the entity to the extent it has insufficient funds to pay amounts due on its obligations.

Floating-Rate and Variable-Rate Obligations.

Debt obligations purchased by the Fund may have interest rates that are periodically adjusted at specified intervals or whenever a benchmark rate or index changes.

Maximum final maturity per fixed-rate investment, non-sovereign government floating-rate investment, and sovereign floating-rate investments rated below 'AA-' - 13months (397 days).

Maximum final maturity per sovereign government (including sovereign government related/guaranteed) floating-rate security rated 'AA-' or higher - Two years (762 days).

Repurchase Agreements.

Repurchase Agreements with a termination date of 364 days or less collateralized by U.S. Treasury obligations, Federal Agency securities and Federal Instrumentality securities listed above. The purchased securities shall have a minimum market value including accrued interest of 102 percent of the dollar value of the transaction. Collateral shall be held by the PRIME custodian or a sub-custodian, and market value of the collateral securities shall be marked-to-the market daily. Repurchase Agreement counterparties, if rated, shall have a short-term credit rating of at least A-1 or the equivalent and a long-term rating of at least A or the equivalent by at least one Nationally Recognized Statistical Rating Organizations (NRSRO).

Commercial Paper.

FLCLASS may invest in "prime quality" commercial paper of corporations organized under the laws of the United States or any state thereof, including paper issued by bank holding companies and high-quality asset-backed securities, with a maturity of 365 days or less. "Prime quality" means that it shall be rated in the two highest ratings category of either S&P or Moody's or a comparable rating by a NRSRO with not more than 5% with any one issuer.

Corporate Notes and Bonds.

FLCLASS may invest in bonds, notes and other evidences of indebtedness or obligations issued by corporations organized under the laws of the United States or any state having a remaining maturity less than or equal to 397 days. All such debt obligations purchased by the Fund shall be rated at least A or better by Standard & Poor's, Moody's, or a comparable rating by another NRSRO with not more than 5% with any one issuer.

Obligations of Banks.

Bank instruments are unsecured interest bearing deposits with banks. Bank instruments include, but are not limited to, bank accounts, time deposits, certificates of deposit and banker's acceptances. Yankee instruments are denominated in U.S. dollars and issued by U.S. branches of foreign banks. Eurodollar instruments are denominated in U.S. dollars and issued by non-U.S. branches of U.S. or foreign banks.

Certificates of deposit and bank deposit notes with maturities of one year or less will be considered for purchase if rated in the top short-term rating category of either Moody's or S&P or a comparable rating by another NRSRO. Bank obligations with a remaining maturity of over one year will be considered for purchase if rated A or better by Standard & Poor's or a comparable rating by another NRSRO. The Fund will not invest in any bank obligation with a remaining maturity of greater than 397 days.

Asset Backed Securities

Asset Backed Securities that are payable from pools of obligations, most of which involve consumer or commercial debts. Asset backed securities may take the form of commercial paper, notes or pass-through certificates.

Insurance Contracts

Insurance Contracts that include guaranteed investment contracts, funding agreements and annuities. The company issuing the insurance contract must have an Insurance Financial Strength rating of A+ or equivalent by a nationally recognized rating agency. The company should have adjusted capital and surplus of at least \$250 million. Contracts with any one company should not exceed five percent of that company's capital and surplus.

Collateralized Certificates of Deposit.

FLCLASS may invest in collateralized certificates of deposit as permitted by Florida law.

FDIC Insured Certificates of Deposit.

FLCLASS may invest in certificates of deposit subject to applicable FDIC insurance limits in effect at the time of purchase.

Municipal Obligations.

Any security that is a general or revenue obligation of any state of the United States, the District of Columbia, or any territorial possession of the United States or of any political subdivision, institution, department, agency, instrumentality, or authority of any of such governmental entities. At the time of purchase, the security must be rated in one of its two highest rating categories by two or more NRSRO's that regularly rate such obligations.

The maximum exposure per municipal issuer is 5%

The maximum final maturity per municipal investment is 13 months (397 days)

Foreign Securities

Foreign securities issued in U.S. dollars by issuers based outside the United States. The Administrator considers an issuer to be based outside the United States if:

- it is organized under the laws of, or has a principal office located in, another country;
- the principal trading market for its securities is in another country; or
- it (or its subsidiaries) derived in its most current fiscal year at least 50% of its total assets, capitalization, gross revenue or profit from goods produced, services performed or sales made in another country.
- All such debt obligations purchased by the Fund shall be rated at least A or better by Standard & Poor's, Moody's, or a comparable rating by another NRSRO with not more than 5% with any one issuer. The maximum final maturity per foreign security investment is 13 months (397 days).

Mortgage-backed Securities

Mortgage-backed Securities with a final maturity not exceeding 397 days from the date of purchase that are collateralized first mortgage obligations or unstructured pass-through securities and rated at least AA, Aa or the equivalent by at least two NRSROs that rate the issue. The aggregate investment in mortgage-backed securities shall not exceed 25% of the total portfolio, and no more than 5% of the total portfolio shall be invested in any one issuer.

Securities Issued by Other Money Market Funds.

No-load money market mutual funds that (i) are registered with and regulated by the Securities and Exchange Commission, (ii) include in their investment objectives the maintenance of a stable net asset value of \$1.00, and (iii) are rated AAAM or equivalent by at least one NRSRO.

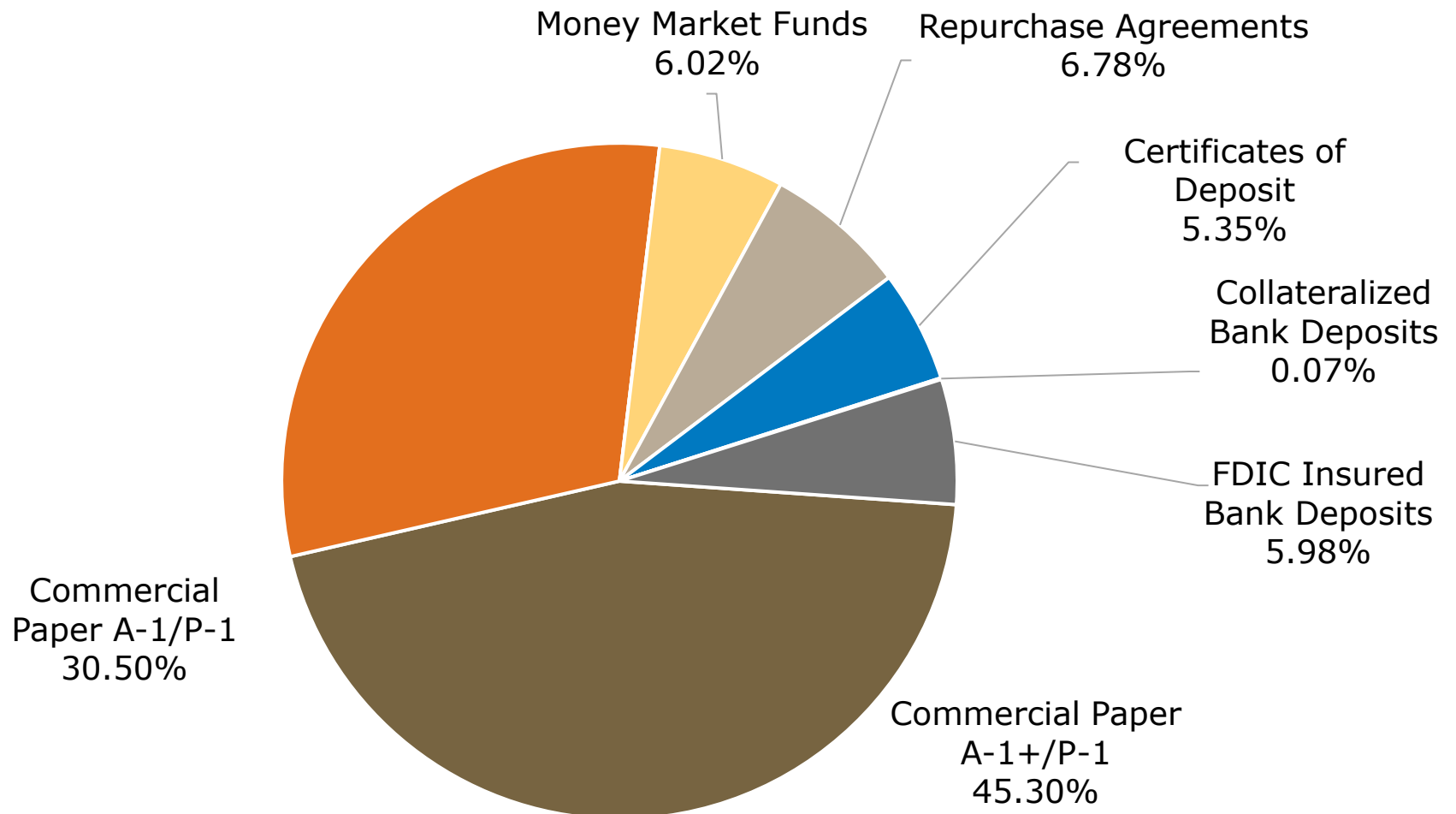
Section 218.415(16), Florida Statutes.

Without limited the foregoing, any investments authorized under Section 218.415(16), Florida Statutes.

FLCLASS Portfolio Asset Allocation Composition



As of May 31, 2022



Source: Public Trust Advisors, LLC. Chart may not equal 100% due to rounding.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 07-23

City Council

2/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 07-23 - AMENDING SECTIONS 6-3-10, 6-3-12, 6-3-15 AND 6-3-19 OF THE CODE OF THE CITY OF PENSACOLA - ALLOWING DOWNTOWN IMPROVEMENT BOARD (DIB) TO OPERATE PALAFOX MARKET WITHIN PLAZA FERDINAND

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 07-23 on first reading.

AN ORDINANCE AMENDING SECTIONS 6-3-10, 6-3-12, 6-3-15 AND 6-3-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ALLOWING DOWNTOWN IMPROVEMENT BOARD (DIB) TO OPERATE PALAFOX MARKET WITHIN PLAZA FERDINAND; REQUIRING INTERLOCAL AGREEMENT BETWEEN DIB AND CITY TO GOVERN OPERATION OF PALAFOX MARKET; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Staff requests that the City Council amend the aforementioned sections of the Code of Ordinances to allow the Downtown Improvement Board (DIB) to operate the Palafox Market within Plaza Ferdinand. The Downtown Improvement board voted unanimously to support the expansion of Plaza Ferdinand at its January 24, 2023 DIB meeting.

The Palafox Market provides an opportunity for local vendors to sell locally crafted goods, artwork, and foods to the general public and has become an important feature and amenity to those citizens visiting, living and working in the DIB district. The citizens of Pensacola and its visitors will benefit from expanding the Palafox Market to Plaza Ferdinand through increased patronage of commercial establishments such as restaurants, stores, cafes, and other facilities due to increased pedestrian traffic on Palafox Place and surrounding roadways, because of the addition of Palafox Market to Plaza Ferdinand. Palafox Market situated in Plaza Ferdinand will be designed to accommodate the maximum of eight-six (86) booths along the sidewalks contained within the Plaza and pedestrian traffic will be limited to those interior sidewalks.

The attached Ordinance proposal is being heard on first reading, and if approved, City Council will consider the Ordinance on second reading at its February 23, 2023 Council Meeting along with the corresponding Interlocal Agreement outlining terms and responsibilities of both parties (City and DIB).

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Adrian Stills, Parks and Recreation Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 07-23

PRESENTATION: No

PROPOSED
ORDINANCE NO. 07-23

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTIONS 6-3-10, 6-3-12, 6-3-15 and 6-3-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ALLOWING DOWNTOWN IMPROVEMENT BOARD (DIB) TO OPERATE PALAFOX MARKET WITHIN PLAZA FERDINAND; REQUIRING INTERLOCAL AGREEMENT BETWEEN DIB AND CITY TO GOVERN OPERATION OF PALAFOX MARKET; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Downtown Improvement Board (DIB) is a special dependent district created by Ch. 79-655, 76-466 and 80-582, Laws of Florida, pursuant to the authority of Section 189.02, Florida Statutes, and functions to encourage economic development of the downtown area, enhance property values, attract and retain commercial and residential investment, beautify downtown area;

WHEREAS, Ordinance 47-72 sets out the location and boundaries of the taxing district within the downtown area in the City of Pensacola known as the "DIB District";

WHEREAS, the DIB District encompasses the boundaries of Plaza Ferdinand which are set forth in section 6-3-12, Code of Ordinances;

WHEREAS, the Palafox Market provides an opportunity for local vendors to sell locally crafted goods, artwork, and foods to the general public;

WHEREAS, the Palafox Market has become an important feature and amenity to those citizens visiting, living and working in the DIB District;

WHEREAS, the citizens of Pensacola and its visitors will benefit from expanding the Palafox Market to Plaza Ferdinand through increased patronage of commercial establishments such as restaurants, stores, cafes, and other facilities due to increased pedestrian traffic on Palafox Place because of the addition of Palafox Market to Plaza Ferdinand;

WHEREAS, Palafox Market situated in Plaza Ferdinand will be designed to accommodate a maximum of eighty-six (86) booths along the sidewalks contained within the Plaza and pedestrian traffic will be limited to those interior sidewalks;

WHEREAS, certain remedial measures will be utilized on a regular or as-needed basis to minimize or ameliorate compaction of soil, including but not limited to, air spading and re-sodding;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Sections 6-3-10, 6-3-12, 6-3-15 and 6-3-19 of the Code of the City of Pensacola, Florida, are hereby amended to read as follows:

Sec. 6-3-1. - Supervision.

The parks and recreation director shall have direct charge and supervision of all matters relating to city owned or leased parks.

Sec. 6-3-2. - Rules and regulations generally.

- (a) The parks and recreation director may adopt rules and regulations for the reasonable and proper use, and for preventing injuries to or misuse of, city parks and their appurtenances and park property, and to prevent disorder and improper conduct within the precincts of such park.
- (b) Any rules and regulations when published or posted in the park shall have the same effect as ordinances, and any violations thereof shall be punished as provided for in section 1-1-8 except as otherwise provided herein.
- (c) The hours of the parks are sunrise to sunset, unless otherwise posted.

Sec. 6-3-3. - Traffic in parks.

- (a) *State law.* All applicable provisions of laws and rules regulating the equipment and operation of motor vehicles on state highways will be strictly enforced in the parks, together with such rules provided in this article.
- (b) *Direction of traffic.* All traffic officers and designated park employees are authorized and instructed to direct traffic whenever and wherever needed in the parks and on the highways, streets or roads immediately adjacent thereto in accordance with the provisions of this article and such supplementary rules as may be issued by the department or other state agency. No person shall fail to comply with any lawful order, signal or direction of such officer or employee. All persons shall observe carefully all traffic signs indicating speed, direction, caution, stopping or parking and all others posted for proper control and to safeguard life and property.
- (c) *Speed of vehicles in parks.* No person shall drive a vehicle at a speed exceeding 11 miles per hour.

(d) *Restriction to roads.* No person shall drive any motorized vehicle on any area except park roads or parking areas or such other areas as are designated as temporary parking areas.

(e) *Parking.*

(1) All motor cars shall be parked only in established and indicated parking areas or in such other areas and at such times as may be specifically designated by the parks and recreation director.

(2) Parking on roads, driveways, grass or non-paved areas is forbidden at all times except in an emergency.

(3) No person shall park or station any vehicle in any zone designated and marked no parking or otherwise marked for restricted use except briefly for the expeditious loading or unloading of passengers or freight.

(4) No person shall make nonemergency repairs, perform routine maintenance or wash any vehicle in any city park or recreation area.

(5) No vehicles are permitted to remain in a parking area after closing hours. Any vehicle parked continuously in the park for in excess of 24 hours will be towed at the owner's expense.

(f) *Bicycles.* Bicycles may be ridden on any designated roads or trails. When riding vehicular roads, they must observe all safety rules and regulations as constituted by state law. Bicyclists shall, when riding or parking their bikes, respect the safety and security of other park users.

(g) *Prohibited areas.* All wheeled vehicles are prohibited from all tennis and basketball courts, but may be ridden on any designated road or trail.

(h) *Penalty.* The penalty for violation of this section shall be \$10.00 for each incident.

(i) *Enforcement.* Violations of this section may be enforced by issuance of a citation as provided in title XI or by any other means permitted by law.

Sec. 6-3-4. - Animals running at large not permitted.

The owner or custodian of any animal shall not permit the animal to run at large in any park.

Sec. 6-3-5. - Permit required for obstructions.

No person shall place or deposit, or allow to be placed or deposited, in city parks, any article or thing which would obstruct or hinder the safe and convenient use of any part of the park by the general public, without the written permit of the parks and recreation director.

Sec. 6-3-6. - Discharging fireworks, stones and missiles.

- (a) It shall be unlawful for any person to throw stones or discharge missiles within city parks.
- (b) The exploding or discharging of fireworks, rockets or other incendiaries is prohibited.

Sec. 6-3-7. - Peddling, advertising, handbills, signboards.

No person shall, without a permit from the parks and recreation director, expose any article or thing for sale, or do any hawking or peddling or displaying of handbills, or erect any signboards, or post, paste or affix any notice or bill or advertisement of any kind in writing or printing on any tree, post or at any other place or in any manner whatever in city parks. No animal or vehicle or person carrying or displaying any placard or advertisement of any kind shall be allowed in the park except as authorized by the director.

Sec. 6-3-8. - Injuring trees, buildings and other property.

No person shall break or injure in any way any of the trees, shrubs, turf, grounds, fences, buildings or other structures or property of the parks.

Sec. 6-3-9. - History of Plaza Ferdinand VII.

- (a) Plaza Ferdinand VII has significant historical and aesthetic value for the city. The plaza is named after Ferdinand VII, who was king of Spain from 1813 to 1833. The transfer of Florida to the United States from Spain occurred in Plaza Ferdinand in 1821. In 1960, Plaza Ferdinand was designated a National Historic Landmark by the United States National Park Service.
- (b) Before 1985, Plaza Ferdinand was the primary park used for special events in the city. Beginning in 1983, as part of the City's Directions '85 program, Plaza Ferdinand was completely renovated. Those renovations included restoration of the fountain, rebuilding of the sidewalks, rebuilding of the ballast walls along the perimeter of the park, restoration and renovation of the obelisk in the center of the park, a commemorative bust of Andrew Jackson, and restoration of the commemorative cannons in the park. The renovations cost approximately \$254,000.00.

(c) After the renovations were complete, the city allowed a festival to take place in Plaza Ferdinand in September 1987. Following the event, the city again had to spend thousands of dollars to clean the facilities, re-seed the grass, care for the plantings, and refurbish the park.

(d) In 1987, following the September festival, the city council voted to restrict use of Plaza Ferdinand in order to preserve its landscaping, historical attributes, and general beauty. Seville Square was designated the primary special events park and various amenities were added to Seville Square, including the gazebo and electrical facilities. Since then, Seville Square has been the site of many annual festivals, assemblies and special events.

Sec. 6-3-10. – Findings and purpose.

(a) In order to preserve Plaza Ferdinand's value to the city and its citizens, the city council finds it is appropriate to restrict the group use of the park, requiring a permitting process for such use, and reserving Plaza Ferdinand primarily for spontaneous, casual and passive use by people for their quiet enjoyment. By restricting the use of Plaza Ferdinand, it is the city's intent and purpose to protect the features of the park, including the commemorative statues, the fountain, the historical cannons, and the ballast wall surrounding the plaza, as well as protecting the grass and landscaping in Plaza Ferdinand.

(b) The city council finds that the Downtown Improvement Board's operation of Palafox Market will benefit not only those vendors which sell locally crafted goods, art work, and foods, but all citizens and visitors within the DIB District which includes Plaza Ferdinand.

Sec. 6-3-11. - Alternative parks and green space.

In finding that it is appropriate to restrict the use of Plaza Ferdinand, the city council notes that there are six other city parks within approximately a half-mile radius of Plaza Ferdinand, to wit: Plaza de Luna, Seville Square, Bartram Park, Corinne Jones Park, the Vince Whibbs, Sr. Community Maritime Park and Martin Luther King, Jr. Plaza. These parks are open to citizens for use for group events, as well as spontaneous, casual and passive uses, and thus provide alternative venues for assembly and expressive activity. Furthermore, within the half-mile radius of Plaza Ferdinand, various green spaces, although not designated as public parks by the city, have been made available for group use, including the north lawn of City Hall, Plaza de Luna and the state-owned area commonly known as Fountain Park.

Sec. 6-3-12. – Definitions.

The following words, terms and phrases, when used in sections 6-3-10 through 6-3-20, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means a person or entity other than the Downtown Improvement Board.

Director means the parks and recreation director.

Plaza Ferdinand or *park* means Plaza Ferdinand VII in the city. For purposes of these sections only, the boundaries of Plaza Ferdinand are defined as follows:

- (1) The northern curb of Zarragosa Street;
- (2) The southern curb of Government Street;
- (3) The eastern curb of Palafox Place; and
- (4) The western curb of Jefferson Street.

Sec. 6-3-13. - Application for Plaza Ferdinand permit.

- (a) Any person desiring a permit for use of Plaza Ferdinand shall make application for a permit to the director not less than ten days in advance of the time and date of the intended use of Plaza Ferdinand and no earlier than January 2 of the calendar year in which the applicant intends to use the park. The ten days' advance application period may be shortened under extenuating circumstances. The application shall set forth the following information:
 - (1) The name, address and telephone number of the person requesting the permit;
 - (2) The name and address of the organization or group he or she is representing, if applicable;
 - (3) The name, address and telephone number of the person who will act as chairperson of the event and will be responsible for the conduct of the event;
 - (4) The time and date of the commencement of the event and the time the event will terminate;
 - (5) Completion of the required forms, including providing any required liability insurance certificate;

- (6) Deposit of any required clean-up deposit and damage deposit; and
 - (7) Any other relevant information as the director may require.
- (b) Applications for permits shall be processed in the order of receipt and only upon receipt of the entire application and any applicable fees or an affidavit of indigency and request for a waiver of the fees. The director shall decide whether to grant or deny an application within 14 days unless, by written notice to the applicant, the director extends the period of review an additional 14 days. If the director fails either to grant or deny an application within the 14-day deadline, or within the 14-day extension if one has been noticed, then the application shall be deemed granted.
 - (c) An applicant may receive only one permit for use of Plaza Ferdinand during a single calendar year. However, if as of May 15 of the calendar year for which the applicant has requested a permit, the director has received applications from fewer than six applicants, then a single applicant may request more than one permit for use of Plaza Ferdinand during a single calendar year.
 - (d) Permits for use of Plaza Ferdinand are not transferable or assignable and may be used only by the applicant.

Sec. 6-3-14. - Application fee.

All applicants must pay an application fee of \$100.00 to cover the cost of processing the application.

Sec. 6-3-15. – Restrictions on Plaza Ferdinand permits.

- (a) A person or organization must obtain a permit in order to conduct a public assembly, parade, picnic, or other event involving 30 or more persons that will take place in Plaza Ferdinand.
- (b) Permits shall be restricted in the following manners:
 - (1) Permitted events may take place only during the months of June, July and August. A maximum of six events will be permitted in any calendar year. No events shall be permitted so as to conflict with the hours of operation of the Palafox Market.
 - (2) No more than two events per month will be permitted. No more than one permitted event may occur during any seven-day period.
 - (3) The attendance at a permitted event may not exceed 1,000 persons.
 - (4) No amplified sound or bands will be permitted.

- (5) No vendors will be permitted.
 - (6) No booths, exhibits, or stages will be permitted.
 - (7) No event with utility hook-up requirements will be permitted.
 - (8) No alcohol will be permitted.
 - (9) A permitted event may not last longer than 36 consecutive hours, including setup before the event and cleanup after the event.
 - (10) The other general rules for city parks apply.
- (c) To the extent permitted by law, the director may deny an application for permit if the applicant or the person on whose behalf the application for permit was made has on prior occasions made material misrepresentations regarding the nature or scope of an event or activity previously permitted or has violated the terms of prior permits issued to or on behalf of the applicant. The director also may deny an application for permit on any of the following grounds:
- (1) The application for permit (including any required attachments and submissions) is not fully completed and executed;
 - (2) The applicant has not tendered the required application fee with the application or has not tendered the required user fee, insurance certificate, or clean-up deposit within the time prescribed;
 - (3) The application for permit contains a material falsehood or misrepresentation;
 - (4) The applicant is legally incompetent to contract or to sue and be sued;
 - (5) The applicant or the person on whose behalf the application for permit was made has on prior occasions damaged city property and has not paid in full for such damage, or has other outstanding and unpaid debts to the city;
 - (6) A fully executed prior application for permit for the same time and place has been received, and a permit has been or will be granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of Plaza Ferdinand or part thereof;
 - (7) The proposed use or activity is prohibited by or inconsistent with the classifications and uses of Plaza Ferdinand or part thereof;
 - (8) The use or activity intended by the applicant would present an unreasonable danger to the health or safety of the applicant, other users of Plaza Ferdinand, city employees, or members of the public;

- (9) The use or activity intended by the applicant is prohibited by law, by this Code, or by the regulations of the city.
- (d) Notice of denial of an application for permit shall clearly set forth the grounds upon which the permit was denied and, where feasible, shall contain a proposal by the director for measures by which the applicant may cure any defects in the application for permit or otherwise procure a permit. Where an application has been denied because of a conflict with the time and place of another event or due to other restrictions, the director shall propose an alternative location, time, or other manner for the applicant to comply with the restrictions.
- (e) The Downtown Improvement Board shall enter into an interlocal agreement to be approved by the city council for the operation of the Palafox Market upon terms and conditions agreeable to the city council and consistent with the function of the Downtown Improvement Board in maintaining the DIB District. Such interlocal agreement will cover the sharing of responsibilities for upkeep of Plaza Ferdinand including, but not limited to, removal of litter and trash, repairs to structures damaged by vendors or patrons, and rehabilitating grasses and trees that are damaged or stressed by the location of booths and pedestrian traffic. Because of the historical importance of Plaza Ferdinand, the mayor is given the discretion, upon the giving of thirty (30) days written notice to the Downtown Improvement Board, to schedule and conduct activities or functions in Plaza Ferdinand on those days and times that Palafox Market operates. Upon receiving such notice, the Downtown Improvement Board shall cease operating Palafox Market for the particular date and times specified in the notice.

Sec. 6-3-16. Insurance requirements; clean-up deposit; user fees.

- (a) Applicants shall provide the city with a certificate of insurance no less than ten days prior to the date of the event. The certificate of insurance shall indicate: that the city is an additional insured; that the certificate holder is the city; the type of event to be held; the date of the event; and the limits of liability.
- (b) The user fees, clean-up deposits, and insurance liability limits that shall be provided are as follows:

Event	Clean-Up Deposit	Insurance Limits	User Fee
Single day event with anticipated attendance of 20—300 persons	\$500.00 per event	\$300,000.00 per occurrence and the aggregate	\$500.00/day
Single day event with anticipated attendance of 301—1,000 persons	\$1,000.00 per event	\$1,000,000.00 per occurrence and the aggregate	\$1,000.00/day

- (c) These requirements are subject to change and the director shall notify applicants of any changes to these requirements.

Sec. 6-3-17. - Reduction or waiver of fees, deposit or insurance.

An applicant may request a reduction or waiver of the user fee, clean-up deposit and/or insurance requirement in the same manner as described in section 11-4-180.

Sec. 6-3-18. - Issuance or denial of permit or waiver; appeal.

An applicant who is denied a permit or a waiver of the insurance requirement, clean-up deposit or user fee, may appeal such denial in the manner described in section 11-4-174.

Sec. 6-3-19. – Penalties for violations.

- (a) A person violating the provisions of section 6-3-13 or 6-3-15 may be directed to leave Plaza Ferdinand by a sworn police officer or code enforcement officer. For those vendors, patrons or visitors attending and patronizing the Palafox Market, sections 6-3-15(b)(8) and (10) above shall be applicable to them, even though not participating in a Permitted Event, the violation of which may cause them to be directed to leave Plaza Ferdinand by a sworn police officer or code enforcement officer.
- (b) A person refusing to leave Plaza Ferdinand when directed as described in subsection (a) of this section shall be escorted out of Plaza Ferdinand and issued a trespass warning to not return to the park for 20 days, or placed under arrest for trespass after warning.
- (c) If a person who has received a trespass warning returns to Plaza Ferdinand within the time period prescribed in subsection (b) of this section, then the person may be prosecuted pursuant to F.S. § 810.09.
- (d) The penalties described herein are in addition to the penalties provided in section 1-1-8, and any other remedies available at law or in equity.

Sec. 6-3-20. - Reserved.

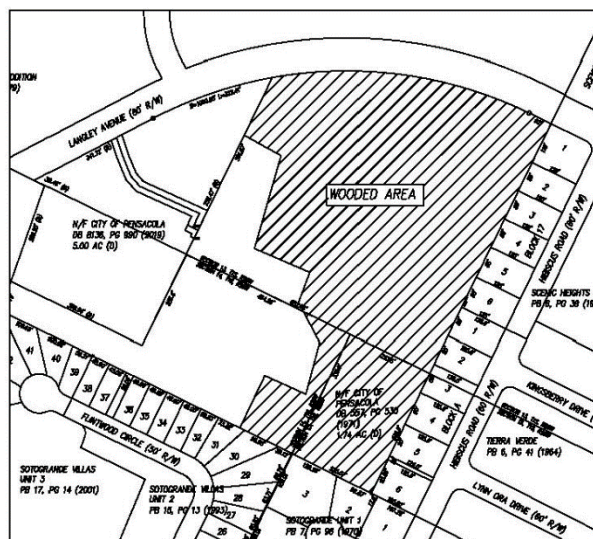
Sec. 6-3-21. - Hitzman-Optimist Park Development.

(a) *Definitions.*

Arborist means an arborist that has been certified by the International Society of Arboriculture (ISA).

Park means the parcels comprising Hitzman-Optimist Park.

Wooded area means the shaded area designated as "wooded area" in the following illustration:



(b) *Restrictions on the wooded area.*

- (1) *Audit.* There shall be a moratorium in the wooded area at the park on the removal of trees that are a minimum of three inches DBH (Diameter Breast Height) until there is an audit during 2021 of the existing trees in the wooded area, which shall include the species of the tree and the DBH of the tree. The audit shall serve as a baseline for the preservation of trees within the park. The audit shall be provided to the city council and kept in the records of the parks and recreation director. Beginning in calendar year 2027 and every five years thereafter, a tree inventory of the wooded area shall be conducted during or between May through September and provided to city council. For calendar years during which no audit occurs, the parks and recreation director shall provide to city council during the summer a reconciliation of trees, including location, species, and reason for placement or removal, added and removed from the park during the months since the last reconciliation or audit report was created.
- (2) *Restrictions.* There shall be no encroachment into the wooded area created by the construction of additional athletic fields or other development within the park. Trees shall only be removed for the reasons stated in this section unless an exception applies or approval of the city council is obtained.
- (3) *Exceptions.* No tree shall be removed from the wooded area without notice to the parks and recreation board with the exception of trees that pose a probable risk to persons or property as verified by an arborist. If a tree poses an imminent risk to persons or property, then the city may take immediate

action without verification by an arborist or approval by city council. Upon removal of any trees within these exceptions, notice shall be sent to the parks and recreation board and to city council.

- (4) *Maintenance*. Maintenance, such as pruning, in the wooded area of any heritage tree or protected tree as defined by section 12-6-2 and section 12-6-6, respectively, shall be conducted in a manner approved by an arborist. Maintenance of trees that are not protected and not heritage trees will be pruned pursuant to ISA standards, ANSI A300 standards, or other current industry standards for prevention or elimination of insects, disease, and decay and to establish healthy growth patterns. If a branch or other part of a tree poses an imminent threat to persons or property, then the city may take immediate action without approval by an arborist or city council.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk