City of Pensacola

City Council

Agenda Conference

Agenda

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

January 12, 2026, 3:30 PM **Hagler-Mason Conference Room, 2nd Floor**

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

ROLL CALL

PRESENTATION ITEMS

1. 26-94 UPDATE -- BAPTIST HOSPITAL LEGACY CAMPUS DEMOLITION

Recommendation: That City Council receive an update from Josh Wallace, Jacobs, regarding an Update on the Baptist Hospital Legacy Campus Demolition.

Sponsors: Delarian Wiggins, Council Member

Attachments: *None*

2. 26-90 UPDATE - OPIOID ABATEMENT FUNDING ADVISORY BOARD

Recommendation: That City Council receive an update from Tommy White, the City Council's appointee to the Opioid Abatement Funding Advisory Board.

Sponsors: Delarian Wiggins, Council Member

Attachments: *None*

3. 26-111 REVISED - PRESENTATION -- RED LIGHT CAMERA SURVEY STATE OF FLORIDA FISCAL YEAR 2024-2025

Recommendation: That City Council receive a presentation from Acting Chief of Police Kristin Brown regarding the Red Light Camera Survey for the State of Florida's Fiscal Year 2024-2025

Sponsors: DC Reeves, Mayor

Attachments: *Red Light Camera Survey for Fiscal Year 2024-2025 (1)*

REVIEW OF CONSENT AGENDA ITEMS

4. 26-46 APPOINTMENT: BOARD OF TRUSTEES - POLICE OFFICERS' RETIREMENT FUND

Recommendation: That City Council ratify the appointment of Rodney Randle as the fifth member of the Board of Trustees - Police Officers' Retirement Fund for a

term of two years, expiring December 31, 2026.

Sponsors: DC Reeves, Mayor

Attachments: *Member List - Police Officers' Retirement Fund*

5. 26-47 APPOINTMENT: BOARD OF TRUSTEES - FIREFIGHTERS' RELIEF AND PENSION FUND

Recommendation: That City Council ratify the appointment of Charles Good, Jr. as the fifth member of the Board of Trustees - Firefighters' Relief and Pension Fund for a term of two years, expiring December 31, 2026.

Sponsors: DC Reeves, Mayor

Attachments: *Member List - Firefighters' Relief and Pension Fund*

6. 26-61 APPROVAL OF CHANGE ORDER PROPOSAL - WHARTON-SMITH, INC. DESIGN-BUILDER FOR HANGAR 4 AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council approve an increase to the Wharton-Smith, Inc. of Pensacola, FL, (“Wharton-Smith”) agreement for Design-Builder Services for the Titan - Element 2, Hangar 4 Project at Pensacola International Airport of $5,906,236 plus a 10% contingency of $590,624 for a total increase of $6,496,860 and a total contract amount of $38,093,236 plus a 10% contingency of $3,809,324 for a total project budget of $41,902,560 and authorize the Mayor to take the actions necessary to finalize, execute, and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor’s Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Change Order Proposal*

7. 26-51 AWARD OF BID NO. 26-003 — STORMWATER FACILITIES MAINTENANCE SERVICES

Recommendation: That City Council award Bid No. 26-003 for Stormwater Facilities Maintenance Services to Big Orange Enterprises, LLC d.b.a. Escape Landscaping and Lawn Care of Pensacola, FL, the lowest and most responsible bidder, a contract in the amount of $118,600. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor’s Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Bid tabulation sheet*

8. 26-52 AWARD OF BID NO. 25-046 - WASTE COLLECTION SERVICES FOR PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council award Bid No. 25-046 for Waste Collection Services for Pensacola International Airport to Mark Dunning Industries, Inc., the lowest and most responsible bidder. 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: DC Reeves, Mayor

Attachments: *Draft Contract - Award of Bid No. 25-046*
25-046 Bid Tabulation

9. 26-69 AIRPORT - ESTOPPEL AGREEMENT FOR BLUE AIR TRAINING LLC

Recommendation: That City Council approve an Estoppel Agreement between the City of Pensacola and Blue Air Training LLC consenting to the collateral assignment of the Lease with Blue Air Training LLC to The Rockhill Group, Inc. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Airport Blue Air Training Rockhill Group Estoppel Clean Draft*

10. 26-65 AIRPORT - ESTOPPEL AGREEMENT FOR SKYWARRIOR FLIGHT TRAINING, LLC

Recommendation: That City Council approve an Estoppel Agreement between the City of Pensacola and Skywarrior Flight Training, LLC consenting to the collateral assignment of the Lease with Skywarrior Flight Training, LLC to The Rockhill Group, Inc. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Draft Estoppel Agreement*

11. 26-66 AIRPORT - AMENDMENT NO. 7 TO LEASE AGREEMENT WITH SKYWARRIOR FLIGHT TRAINING, LLC

Recommendation: That City Council approve Amendment No. 7 to the Lease Agreement between the City of Pensacola and Skywarrior Flight Training, LLC.

Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the amendment and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Draft Lease Agreement Amendment No. 7*

12. 26-45 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of $300 to Keyz 2 Achieve from the City Council Discretionary Funds for District 5.

Sponsors: Teniade Broughton, Council Member

Attachments: *None*

13. 26-91 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of $500 to the Southern Youth Sports Association from the City Council Discretionary Funds for District 7.

Sponsors: Delarian Wiggins, Council Member

Attachments: *None*

REVIEW OF REGULAR AGENDA ITEMS

14. 26-63 CONSENT TO THE MAYOR'S APPOINTMENT OF TONYA BYRD AS PARKS & RECREATION DIRECTOR

Recommendation: That City Council consent to the Mayor's appointment of Tonya Byrd to the position of Parks & Recreation Director.

Sponsors: DC Reeves, Mayor

Attachments: *Tonya Byrd Cover Letter*
Tonya Byrd Resume
Tonya Byrd Application

15. 26-68 **REVISED:** PROPOSED LAND USE RESTRICTION AGREEMENT (LURA) TEMPLATE FOR ONGOING COMPLIANCE MONITORING OF PROJECTS UTILIZING LIVE LOCAL ACT (LLA)

Recommendation: That City Council approve the proposed Land Use Restriction Agreement (LURA) template for the ongoing compliance monitoring of projects utilizing Florida's Live Local Act (LLA), and authorize the Mayor to negotiate and execute Land Use Restriction Agreements consistent

with the intent and requirements of the Live Local Act and subject to review and approval by the City Attorney's Office.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Template*

16. 26-53 FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT — GRANT NO. 4223549406 - PORT OF PENSACOLA TWIC SECURITY UPGRADES

Recommendation: That City Council approve the acceptance of the Florida Seaport Transportation and Economic Development Grant No. 4223549406 for the use of security upgrades to the Port of Pensacola in the amount of $44,593, with a local match in the amount of $14,865, for a total grant value of $59,458. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *Grant Agreement*

17. 26-54 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-100 - FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT GRANT NO. 42235439406 - PORT OF PENSACOLA TWIC SECURITY UPGRADES

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-100.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-100*
Supplemental Budget Explanation No. 2025-100
Grant Agreement

18. 26-55 FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT - GRANT NO. 45397329401 - PORT OF PENSACOLA NORTHEAST QUADRANT DEVELOPMENT

Recommendation: That City Council approve the acceptance of the Florida Seaport Transportation and Economic Development Grant No.45397329401 for the purpose of aiding in the development of Port of Pensacola's

northeast quadrant in the amount of $52,329, with a local match in the amount of $52,329, for a total grant value of $104,658. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating both the grant and local match funds.

Sponsors: DC Reeves, Mayor

Attachments: *Grant Agreement*

19. 26-56 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-101 - FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT - GRANT NO. 45397329401 - PORT OF PENSACOLA NORTHEAST QUADRANT DEVELOPMENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-101.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-101*
Supplemental Budget Explanation No. 2025-101
Grant Agreement

20. 26-57 FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT - GRANT NO. G3B51 - AMENDMENT OF AWARD - HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE (HPMCE) DOCK COMPLEX

Recommendation: That City Council approve the acceptance of the Amendment to Grant Award No. G3B51 to increase the previous award of $3,525,000 (with a local match of total 1,175,000) by the amount of $2,453,581(with a total local match amount of $1,992,861.00), for a total grant value of $7,971,442. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *Amendment to Grant Agreement No. G3B51*
Grant Agreement G3B51

Prior City Council Action
Contract G2867-original
Grant G2883 - original contract

21. 26-58 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-99 - FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT - GRANT NO. G3B51 - AMENDMENT OF AWARD - HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE (HPMCE) DOCK COMPLEX

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-99.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments:
Supplemental Budget Resolution No. 2025-99
Supplemental Budget Explanation No. 2025-99
Amended Agreement to Grant Agreement No. G3B51
Prior City Council Action
Grant_Agreement_G3B51
Contract G2867-original
Grant G2883 - original contract

22. 26-48 FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: STATE-C-JG171 MOBILE INVESTIGATIVE TECHNOLOGIES PLATFORM

Recommendation: That City Council approve the acceptance of the FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: State-C-JG171 Mobile Investigative Technologies Platform for a mobile surveillance camera unit in the amount of $49,699.00. Further, that City Council ratify the Mayor's action necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments:
FDLE Award Agreement No. JG171
Supplemental Budget Resolution No. 2025-95
Supplemental Budget Explanation No. 2025-95

23. 26-49 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-95 - FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM:

STATE - C-JG171 MOBILE INVESTIGATIVE TECHNOLOGIES PLATFORM

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-95.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-95*
Supplemental Budget Explanation No. 2025-95

24. 26-50 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-90 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT (PPD) — AIRPORT DIVISION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-90.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-90*
Supplemental Budget Explanation No. 2025-90
Letter of Certification

25. 26-59 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-98 - FLORIDA COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT AWARD AGREEMENT NO. H2002 - DISASTER RELIEF FUNDING FOR PORT OF PENSACOLA

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-98.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-98*
Supplemental Budget Explanation No. 2025-98

26. 26-60 AWARD OF BID NO. 26-001 - CONSTRUCTION SERVICES FOR PORT OF PENSACOLA COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY ROAD AND RAIL REHABILITATION PROJECT

Recommendation: That City Council award a contract for Bid No. 26-001 for construction activities to C.W. Roberts Contracting, Inc. of Tallahassee, Florida, the lowest and most responsible bidder with a base bid of $10,069,512. Further, that Council award the four alternative activities subject to the approval of the reallocation of CDBG-DR funding in the amount of $1,950,000 without further action by Council bringing the full project cost to $12,019,512. Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *CDBG-DR-HS002-CWR roberts contract*

27. 26-62 RESOLUTION NO. 2025-102 - SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING

Recommendation: That City Council adopt Resolution No. 2025-102.

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

Sponsors: DC Reeves, Mayor

Attachments: *TA Resolution No. 2025-102*
West Jackson Street TA Location Map
East Maxwell St TA Location Map

28. 26-86 PROPOSED ORDINANCE NO. 3-26 - CLOSING, ABANDONING, AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF THE HILARY STREET RIGHT-OF-WAY -- **REVISED**

Recommendation: That City Council approve Proposed Ordinance No. 3-26 of first reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF THE HILARY STREET RIGHT-OF-WAY IN PENSACOLA, FLORIDA; REPEALING CLAUSE; SEVERIBILITY; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Allison Patton, Council President

Attachments: *Proposed Ordinance No. 3-26*
Business Impact Estimate

Easement Survey - 21 South "I" Street
Recorded FPL Partial Release of Easement - 21 South "I" Street dated 09.19.2025
Recorded ECUA Partial Termination of Easement - 21 South "I" Street dated 09.11.2025
Ordinance No. 33-92 - Hilary Street ROW Vacation w/Easement dated 11.08.1992

29. 25-1584 PROPOSED ORDINANCE NO. 25-25 - AMENDING ORDINANCE NO. 33-14 - WESTSIDE COMMUNITY AREA REDEVELOPMENT BOARD

Recommendation: That City Council adopt Proposed Ordinance No. 25-25 on second reading:

AN ORDINANCE AMENDING ORDINANCE 33-14 WESTSIDE COMMUNITY REDEVELOPMENT AREA BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Delarian Wiggins, Council Member

Attachments: *Proposed Ordinance No. 25-25*
Proposed Ordinance No. 25-25 Business Impact Estimate

30. 25-1586 PROPOSED ORDINANCE NO. 27-25 - AMENDING ORDINANCE NO. 08-20 - URBAN CORE REDEVELOPMENT BOARD

Recommendation: That City Council adopt Proposed Ordinance No. 27-25 on second reading.

AN ORDINANCE AMENDING ORDINANCE NO. 08-20 URBAN CORE REDEVELOPMENT BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Allison Patton, Council President

Attachments: *Proposed Ordinance No.27-25*
Proposed Ordinance No. 27-25 Business Impact Estimate

31. 25-1604 PROPOSED ORDINANCE NO. 28-25 - REPEALING SECTION 11-2-70, SAME - POST-TOW HEARING OF THE CITY CODE

Recommendation: That City Council adopt Proposed Ordinance No. 28-25 on second reading.

AN ORDINANCE REPEALING SECTION 11-2-70, SAME-POST-TOW

HEARING OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Allison Patton, Council President

Attachments: *Proposed Ordinance No. 28-25*
Proposed Ordinance No. 28-25 Business Impact Estimate

32. 25-1606 PROPOSED ORDINANCE NO. 29-25 - AMENDING TITLE XI, TRAFFIC AND VEHICLES, PARKING AND TOWING OF THE CITY CODE

Recommendation: That City Council adopt Proposed Ordinance No. 29-25 on second reading.

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-24, PARKING FOR CERTAIN USES PROHIBITED; SEC. 11-2-35, PARKING OF MAJOR RECREATIONAL EQUIPMENT AND COMMERCIAL VEHICLES IN RESIDENTIAL AREAS RESTRICTED; SECTION 11-2-37, PARKING FINES; SECTION 11-2-66, REMOVAL AND IMPOUNDMENT FOR NUMEROUS UNPAID CITATIONS—AUTHORITY; SECTION 11-2-67, SAME—NOTICE TO OWNER; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Allison Patton, Council President

Attachments: *Proposed Ordinance No. 29-25*
Proposed Ordinance No. 29-25 Business Impact Estimate

CONSIDERATION OF ANY ADD-ON ITEMS

33. 26-137 ADD-ON -- PARTIAL RELEASE OF EASEMENT (UTILITY) -- A PORTION OF VACATED HILARY STREET.

Recommendation: That City Council approve the Partial Release of Easement (Utility) — A portion of vacated Hilary Street

Sponsors: Allison Patton, Council President

Attachments: *Partial Release of Easement - Hilary Street*
Easement Survey - 21 South I Street
Recorded FPL Partial Release of Easement - 21 South I Street dated 09.19.2025 (1)
Recorded ECUA Partial Termination of Easement - 21 South I Street dated 09.11.2025 (1)

Ordinance No. 33-92 - Hilary Street ROW Vacation wEasement dated 11.08.1992

DISCUSSION ITEMS

34. 26-83 DISCUSSION - CITY COUNCIL'S ROLE IN SERVING AS THE COMMUNITY REDEVELOPMENT AGENCY (CRA) BOARD

Recommendation: That City Council conduct a discussion regarding the Council serving as the CRA Board.

Sponsors: Charles Bare, Council Member

Attachments: *None*

READING OF ITEMS FOR COUNCIL AGENDA

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

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

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

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

File #: 26-94 Agenda Conference 1/12/2026

PRESENTATION

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

UPDATE -- BAPTIST HOSPITAL LEGACY CAMPUS DEMOLITION

RECOMMENDATION:

That City Council receive an update from Josh Wallace, Jacobs, regarding an Update on the Baptist Hospital Legacy Campus Demolition.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This items allows the Project Manager from Jacobs to provide an update on the Demolition and Outreach for the Baptist Hospical Legacy Campus.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Exectutive

ATTACHMENTS:

None

PRESENTATION: Yes

File #: 26-90 Agenda Conference 1/12/2026

PRESENTATION

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

UPDATE - OPIOID ABATEMENT FUNDING ADVISORY BOARD

RECOMMENDATION:

That City Council receive an update from Tommy White, the City Council's appointee to the Opioid Abatement Funding Advisory Board.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts. The City of Pensacola and Escambia County deemed the opioid crisis significant enough to secure litigation counsel and individually elected to file suit against the defendants. These lawsuits were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number l:17-MD-2804.

The Attorney General for the State of Florida anticipates that settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement and has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. In order for Escambia County to become a Qualified County eligible to receive Regional Funding, there must be an interlocal agreement among Escambia County and Municipalities.

The interlocal agreement provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Escambia County's abatement plan and funding considerations consistent with the abatement plan and State Memorandum of Understanding.

This item allows for Council to receive an update from their appointee, Tommy White.

PRIOR ACTION:

April 14, 2022 -- City Council appointed Tommy White to the Opioid Abatement Funding Advisory Board as the City Council's appointee.
May 9, 2024 -- City Council reappointed Tommy White to the Opioid Abatement Funding Advisory Board as the City Council's appointee.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: Yes

File #: 26-111 Agenda Conference 1/12/2026

PRESENTATION

SPONSOR: DC Reeves, Mayor

SUBJECT:

REVISED - PRESENTATION -- RED LIGHT CAMERA SURVEY STATE OF FLORIDA FISCAL YEAR 2024-2025

RECOMMENDATION:

That City Council receive a presentation from Acting Chief of Police Kristin Brown regarding the Red Light Camera Survey for the State of Florida's Fiscal Year 2024-2025

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

A county or municipality that operates one or more traffic infraction detectors must annually report the results of all traffic infraction detectors within the county's or municipality's jurisdiction by placing the annual report to the department required under paragraph (b) as a single reporting item on the agenda of a regular or special meeting of the county's or municipality's governing body. Before a county or municipality contracts or renews a contract to place or install one or more traffic infraction detectors, the county or municipality must approve the contract or contract renewal at a regular or special meeting of the county's or municipality's governing body.

a. Interested members of the public must be allowed to comment regarding the report, contract, or contract renewal under the county's or municipality's public comment policies formats, and the report, contract, or contract renewal may not be considered as part of a consent agenda.

b. The report required under this subparagraph must include a written summary, which must be read aloud at the regular or special meeting, and the summary must contain, for the same time period pertaining to the annual report to the department required under paragraph (b), the number of notices of violation issued, the number that were contested, the number that were upheld, the number that were dismissed, the number that were issued as uniform traffic

citations, and the number that were paid and how collected funds were distributed and in what amounts. The county or municipality must report to the department that the county's or municipality's annual report was considered in accordance with this subparagraph, including the date of the regular or special meeting at which the annual report was considered.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. Red Light Camera Survey for Fiscal Year 2024-2025 (1)

PRESENTATION: Yes

Red Light Camera Survey for Fiscal Year 2024-2025

. Welcome to the Florida Department of Motor Vehicles and Highway Safety's (FLHSMV) annual survey on the use and operation of traffic infraction detectors, commonly known as Red Light Cameras, for the 2024-2025 Fiscal Year.

Per section 316.0083(4)(c), Florida Statutes, FLHSMV is directed to compile an annual comprehensive summary report on use of red light cameras throughout the state. The primary objective of the survey is to collect essential information from Florida counties, municipalities, and other jurisdictions that operate red light cameras. Be aware that your survey responses will be included in the final report, but your contact information will **not** be published.

Please **NOTE** there are several **NEW** questions on the survey this year based on legislative requirements. Questions 4 and 5 address the requirement to present your red light camera data / report to your governing body each year. Questions 15, 16, and 17 address the revenue reporting and distribution requirements, and Questions 32 and 33 address additional details regarding NOVs issued for improper right-hand turns on red signals (if relevant to your jurisdiction).

We value your input, as it will greatly contribute to the report's accuracy and completeness. The survey is expected to take approximately 15 to 20 minutes to complete, if you've collected all the necessary information prior to logging on to begin. Please be advised that the deadline for submitting your survey responses this year is **Wednesday, October 1, 2025**.

Thank you for taking the time to participate in this survey and for helping us gather the required information. If you experience any issues or have questions regarding the survey, please contact Rhonda MacKinnon at (850) 617-2690 or by email at RhondaMacKinnon@flhsmv.gov.

Q1. Please enter your contact information:

Name:	Bryan Lowry
Agency:	Pensacola Police Department
Email Address:	BLowry@cityofpensacola.com
Phone Number:	850-436-5410
Phone Extension, if applicable:	

Q2. Please select the jurisdiction (city or county) you represent:

Pensacola

Q3. Did your jurisdiction **operate red light cameras** within the reporting period of **July 1, 2024 through June 30, 2025**?

- (●) Yes
- ( ) No

Q4. As required by section 316.0083(4)(a)2., did you **present your Red Light Camera data / report as a single agenda item** at a meeting of Pensacola's governing body **for the Red Light Camera program reporting period of July 1, 2024 through June 30, 2025**?

- ( ) Yes
- (●) No

Q5. On what date did you present your Red Light Camera data / report to Pensacola's governing body? Please enter your answer in format mm/dd/yyyy.

This question was not displayed to the respondent

Q6. What department oversees the red light camera program in Pensacola?
Example: Police Department, Sheriff's Office, Code Enforcement, Traffic Unit, etc.

Traffic Unit

Q7. Did Pensacola **discontinue its red light camera program** during the reporting period, **July 1, 2024 through June 30, 2025**?

- ( ) Yes
- (●) No

Q8. Please enter the date that Pensacola discontinued its program. Please enter your answer in format mm/dd/yyyy.

This question was not displayed to the respondent

Q9. What **red light camera vendor(s)** does Pensacola use? Please select any you may have used during the reporting period, **July 1, 2024, through June 30, 2025**.

- [ ] American Traffic Solutions (ATS)
- [ ] Conduent
- [x] Novoa Global
- [ ] Redspeed
- [ ] Redflex
- [ ] Sensys Gatso
- [ ] Verra Mobility
- [ ] Other, please specify:

Q10. **As of July 1, 2024**, how many **red light cameras** were operational in Pensacola?

0

Q11. **As of June 30, 2025**, how many **red light cameras** were operational in Pensacola?

11

Q12. **As of July 1, 2024**, at how many **intersections** were red light cameras operational in Pensacola?

0

Q13. **As of June 30, 2025**, at how many **intersections** were red light cameras operational in Pensacola?

4

Q14. Please provide the following information regarding **Notices of Violation** issued for red light camera violations in Pensacola during the reporting period of **July 1, 2024, through June 30, 2025**.

Total Notices of Violation Issued	14366
Notices of Violation Paid	10616
Notices of Violation Contested, but Pending Final Outcome	8
Notices of Violation Contested and Dismissed	0
Notices of Violation Contested and Upheld	0
Notices of Violation that Resulted in Uniform Traffic Citations Being Issued	0
Notice of Violation Pending Issuance as Uniform Traffic Citations	789

Q15. As required by section 316.0083(4)(a)2.b., please provide the total amount of **red light camera revenue from paid violations** that was collected by Pensacola between **July 1, 2024, through June 30, 2025**. Please enter your answer in dollars and cents (ex: $158,000.00).

1,173,453.00

Q16. How much **red light camera revenue was remitted to the Department of Revenue** between **July 1, 2024, through June 30, 2025**, as required by section 316.0083(1)(b)3.b., Florida Statutes? Please enter your answer in dollars and cents (ex: $83,000.00)

11/1/15

Q17. How much **red light camera revenue was retained by Pensacola** between **July 1, 2024, through June 30, 2025**. as authorized by section 316.0083(1)(b)3.b., Florida Statutes? Please enter your answer in dollars and cents (ex: $75,000.00)

242,995

Q18. How many **registration holds** did Pensacola request as a result of red light camera violations during the reporting period of **July 1, 2024, through June 30, 2025**? If you do not know, please leave this field blank.

0

Q19. How does Pensacola **submit traffic crash data** to the Florida Department of Highway Safety and Motor Vehicles?

- (●) All Electronically
- ( ) All Paper
- ( ) Both

Q20. Have **court cases** impacted Pensacola's **red light camera program**?

- ( ) Yes
- (●) No

Q21. Please explain how court cases have impacted Pensacola's red light camera program.

This question was not displayed to the respondent.

Q22. Please **rate** the following **factors by importance** when selecting which **intersections to install red light cameras** in Pensacola.

	Very Important	Somewhat Important	Not Important	N/A
Traffic Citation Data	( )	(●)	( )	( )
Citizen Complaints	(●)	( )	( )	( )
Law Enforcement Officer Observations	( )	(●)	( )	( )

Pedestrian Safety	◉			
Traffic Crash Data		◉		
Other		◉		

Q23. Please **describe the other factors used** when selecting which **intersections to install red light cameras** in Pensacola.

Q24.
Were any **existing red light cameras relocated** within Pensacola during the reporting period of **July 1, 2024, through June 30, 2025**?

- ○ Yes
- ◉ No

Q25. How many cameras were relocated?

This question was not displayed to the respondent.

Q26. Why were the cameras relocated?

This question was not displayed to the respondent.

Q27. What **factors** are used to determine the **success or failure of each camera location** within Pensacola? Please select all that apply.

- ☑ Number of crashes
- ☑ Pedestrian safety
- ☐ Revenue
- ☐ Other, please specify

Q28. Who **reviews** the camera images **before Notices of Violation are issued** within Pensacola? Please select all that apply.

- [x] Law Enforcement Officer
- [ ] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q29. Who **reviews contested Notices of Violation** within Pensacola? Please select all that apply.

- [x] Law Enforcement Officer
- [ ] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q30. Who **issues Uniform Traffic Citations** in Pensacola if **Notices of Violation are unpaid and uncontested**? Please select all that apply.

- [x] Law Enforcement Officer
- [ ] Non-sworn Government Employee
- [ ] Non-sworn Contractor Employee (Vendor)
- [ ] Other, please specify

Q31. Does Pensacola **issue Notices of Violation** (based on red light camera detection) for **improper right turns on a red signal**?

◉ No

Q32. Please provide the following information regarding Notices of Violation issued for improper right turns on a red signal in Pensacola during the reporting period of July 1, 2024, through June 30, 2025.

This question was not displayed to the respondent

Q33. Section 316.0083(1)(a), Florida Statutes, provides that "A notice of violation and a traffic citation may not be issued for failure to stop at a red light if the driver is making a right-hand turn in a careful and prudent manner at an intersection where right-hand turns are permissible."

Please provide the definition used by Pensacola when determining if a violation should be issued.

This question was not displayed to the respondent

Q34. What **action(s)** has Pensacola taken **to improve safety measures** as a result of your red light camera program? If Pensacola has not taken an action which is listed, please select N/A.

	At intersections **with** red light cameras	At intersections **without** red light cameras	N/A
Education and Outreach	☐	☐	☑
Engineering, Roadway/Geometric	☐	☐	☑
Engineering, Signalization/Operations	☐	☐	☑
Increased other type of signage	☐	☐	☑
Increased red light camera-specific signage	☐	☐	☑
Lighting	☐	☐	☑
Re-striping	☐	☐	☑
Other	☐	☐	☑

Q35. Please describe any other action(s) that Pensacola has taken to improve safety measures as a result of your red light camera program.

This question was not displayed to the respondent

Q36. Has **red light camera footage** been used to **investigate other crimes or cases** not related to red light violations within Pensacola?

◉ Yes

○ No

Q37. Please describe the **other situations in which red light cameras** have been used within Pensacola. Select all that apply.

- [x] Crash Investigations
- [x] Criminal Investigations
- [ ] Missing Persons
- [ ] Other, please specify:

Q38. Has Pensacola **conducted an independent red light camera analysis**?

- ( ) Yes
- (•) No

Q39. Is Pensacola **continuing its red light camera program** in this fiscal reporting year, **July 1, 2025, through June 30, 2026**?

- (•) Yes
- ( ) No

Q40. Please provide any additional **specifications or clarifications for <u>any</u> of your responses** to this survey.

Location Data

Source: GeoIP Estimation



File #: 26-46 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPOINTMENT: BOARD OF TRUSTEES - POLICE OFFICERS' RETIREMENT FUND

RECOMMENDATION:

That City Council ratify the appointment of Rodney Randle as the fifth member of the Board of Trustees - Police Officers' Retirement Fund for a term of two years, expiring December 31, 2026.

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.

At their meeting on November 3, 2025, the Board of Trustees elected Rodney Randle as the fifth member of the board. His term is for two years and will expire on December 31, 2026.

PRIOR ACTION:

March 23, 2023 - Council ratified the appointment of Rodney Randle to a two-year term, expiring December 31, 2024.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Lovoy, Director of Finance
Michelle Madril, Payroll & Retirement Manager

ATTACHMENTS:

1. Member List - Police Officers' Retirement Fund

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	4	2025	12/31/2026	1/12/2017	2	
Bradley, Patrick	Police	elected-police officers	2	2025	6/30/2027	4/17/2015	2	
Randle, Rodney C.		Other 4 Members	6	2025	12/31/2024	2/11/2010	2	
Taylor, Stephanie	Attorney	Council	7	2025	12/31/2026	12/16/2010	2	
Thompson, Shawn	Police	elected-police officers	2	2025	6/30/2027	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.

File #: 26-47 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPOINTMENT: BOARD OF TRUSTEES - FIREFIGHTERS' RELIEF AND PENSION FUND

RECOMMENDATION:

That City Council ratify the appointment of Charles Good, Jr. as the fifth member of the Board of Trustees - Firefighters' Relief and Pension Fund for a term of two years, expiring December 31, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This board oversees administration of the Firefighters' Pension Plan and investment of pension funds. The board is composed of five members. Two members are appointed by City Council, two members are elected by firefighters, and one is appointed by the other four members.

At their meeting on November 12, 2025, the Board of Trustees elected Charles Good, Jr. as the fifth member of the board. His term is for two years and will expire December 31, 2026.

PRIOR ACTION:

March 23, 2023 - Council ratified the appointment of Charles Good, Jr. to a two-year term, expiring December 31, 2024.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Lovoy, Director of Finance
Michelle Madril, Payroll & Retirement Manager

ATTACHMENTS:

1. Member List - Firefighters' Relief and Pension Fund

PRESENTATION: No

Board of Trustees - Firefighters' Relief and Pension Fund

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Clark, II, Charles	Firefighter	elected by firefighters	1	2025	12/31/2027	4/13/2022	2	
Dias, Veronica	Investment Banker	Council	8	2025	12/31/2026	10/8/2009	2	
Good (Jr.), Charles E.	retired City Employee	other four members	0	2025	12/31/2024	8/12/2021	2	
Horton, Samuel A.	Retired	Council	17	2025	12/31/2027	12/18/1986	2	
Wilmoth, Jeff	Fire Lieutenant	elected by firefighters	4	2025	12/31/2026	5/22/2017	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.

File #: 26-61 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF CHANGE ORDER PROPOSAL - WHARTON-SMITH, INC. DESIGN-BUILDER FOR HANGAR 4 AT PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council approve an increase to the Wharton-Smith, Inc. of Pensacola, FL, ("Wharton-Smith") agreement for Design-Builder Services for the Titan - Element 2, Hangar 4 Project at Pensacola International Airport of $5,906,236 plus a 10% contingency of $590,624 for a total increase of $6,496,860 and a total contract amount of $38,093,236 plus a 10% contingency of $3,809,324 for a total project budget of $41,902,560 and authorize the Mayor to take the actions necessary to finalize, execute, and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

Project Titan is the continuation of the development of a commercial aircraft maintenance, repair, and overhaul ("MRO") campus at Pensacola International Airport that began with the occupancy of MRO Hangar 1 by VT Mobile Aerospace Engineering, Inc., ("VT MAE") in June 2018. Project Titan consists of the construction of three (3) additional MRO Hangars and associated taxiways and aprons, all of which will be leased to VT MAE under the Master Lease Agreement previously approved by City Council. Of the three (3) additional MRO Hangars (Hangars 2-4), Hangar 2 achieved completion in November 2022 and Hangar 3 is anticipated to achieve substantial completion in April 2026.

On April 24, 2025, City Council approved the selection of Wharton-Smith, Inc. of Pensacola, FL, ("Wharton-Smith") as the best and most qualified firm under City of Pensacola Request for Qualifications No. 25-021 to provide Design-Builder Services for Hangar 4. The original Design Criteria Package ("DCP") established the baseline building dimensions and clearances

that formed the basis of the original cost proposal and project schedule. As design and pre-construction advanced and the design-builder engaged with the tenant, it became apparent that the hangar space defined in the DCP would not adequately accommodate certain aircraft anticipated for future MRO contracts.

In response, Wharton-Smith submitted a change order proposal which increases the hangar size to align the facility with the tenant's operational requirements. The proposal increases the cost by $5,906,236 as well as adds 177 days to the project timeline. Sufficient funds are available through a combination of the unused portion of Hangar 3 contingency as well as a portion of the owner's contingency. The use of contingency allows the program budget and component projects to remain unaffected. Since the change order proposal exceeds the 10% contingency originally approved by City Council, staff is requesting City Council review and approve the increase as proposed by Wharton-Smith.

PRIOR ACTION:

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of $4,000,000 for construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of $3,000,000 for Pensacola International Airport Facilities Development related to MRO expansion.

September 13, 2018 - City Council committed funding in the amount of $10 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion.

November 8, 2018 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to the funding of the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport. Included in the agreement was the understanding that the City would contribute $10,000,000 and the County would contribute $10,000,000 towards the project.

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to an additional $5,000,000 in County and $5,000,000 in City funding requirements for the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport. The City Council re-allocated Local Option Sales Tax IV funding for the additional City share.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement in the amount of $35,000,000, the Master Lease of Real Property, the Triumph Grant Award Agreement in the amount of $66,000,000, and a State of Florida Dept. of Economic Opportunity Grant in the amount of $10,000,000.

August 8, 2019 - City Council authorized the Mayor to accept and execute Financial Award No. 04-79-07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of $12,250,000 for the MRO expansion, and authorized the Mayor to accept and execute State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of $8,000,000 for the MRO expansion.

March 26, 2020 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Florida Job Growth Infrastructure Grant Agreement in the amount of $4,875,000 related to the MRO aviation campus expansion project.

July 16, 2020 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of $34,000,000 for the MRO expansion.

August 10, 2020 - City Council approved Resolution 2020-18 related to the State of Florida Department of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of $34,000,000 for the MRO expansion.

August 12, 2021 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of $1,000,000 for the MRO expansion.

November 18, 2021 – City Council approved the award of design criteria professional and program management services related to Element 2 of Project Titan and authorized the Mayor to execute and administer the contract.

August 18, 2022 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of $2,000,000 for the MRO expansion.

May 25, 2023 – City Council approved the award of Project Titan Hangar 2 Parking Lot Modifications to Gulf Beach Construction and authorized the Mayor to execute and administer the contract.

August 17, 2023 – City Council approved the award of Project Titan Element 2 site preparations to HG Construction Development & Investment, Inc. and authorized the Mayor to execute and administer the contract.

September 28, 2023 – City Council approved the award of professional engineering and architectural services related to runway and taxiway pavements and authorized the Mayor to execute and administer the contract.

February 22, 2024 - City Council approved the award of Project Titan Element 2, Hangar 3 Design-Builder to Roy Anderson Corporation and authorized the Mayor to execute and administer the contract.

May 23, 2024 - City Council approved the award of Project Titan Hangar 2 Loading Dock Repairs to Chavers Construction, Inc. of Cantonment, FL and authorized the Mayor to execute and administer the contract.

July 18, 2024 - City Council approved Amendment No. 1 to the Design-Builder contract between the City and Roy Anderson Corporation which provides for the construction of Project Titan, Element 2.

April 24, 2025 - City Council approved the award of Project Titan Element 2, Hangar 4 Design-Builder to Wharton-Smith, Inc. and authorized the Mayor to execute and administer the contract.

August 15, 2025 - City Council approved the award of Project Titan Element 2, MRO Apron and Taxiway A Extension to Panhandle Paving and Grading Inc and authorized the Mayor to execute and administer the contract.

FUNDING:

Budget:	$ 35,000,000	VT MAE
	14,000000	Governor’s Job Growth
	48,000,000	FDOT Grant
	15,000,000	Escambia County
	15,000,000	City Local Option Sales Tax Series IV
	12,250,000	Federal - U.S. Economic Development Administration
	66,000,000	Triumph Gulf Coast
	4,875,000	Florida DEO Grant
	$210,125,000	TOTAL
Actual:	Element 1	
	$ 2,371,801	Design
	277,645	Design Development Services
	1,812,640	Contract Administration Services
	120,560	Cost Estimating Services
	3,340,999	FAA Project Funding
	2,675,350	Professional Services
	15,421,264	Owner Direct Purchases
	36,269,710	Construction Manager at Risk
	$ 62,289,969	Sub-Total Element 1
	Element 2	
	$ 4,342,800	Design
	5,434,400	Construction Administration Services

423,300	Contract Management Services
606,600	Geotech and Environmental Assessment
145,900	Hangar 2 Loading Dock Reconstruction
300,000	Facility Commissioning
854,100	Professional Services
1,828,756	Site Work
14,468,843	Apron/Taxiway Work
1,446,884	Apron/Taxiway Work Contingency (10%)
1,000,000	Apron/Taxiway Construction Administration Services (EST)
72,720,000	Construction Hangar 3
1,096,226	Construction Hangar 3 Contingency
38,093,236	Construction Hangar 4
3,809,324	Construction Hangar 4 Contingency (10%)
1,264,662	Owners Contingency
$147,835,031	Sub-Total Element
$210,125,000	TOTAL

FINANCIAL IMPACT:

Budget for Project Titan was authorized via Supplemental Budget Resolution No. 2019-13 during the March 28, 2019, City Council Meeting. As detailed in the 'Funding' section, the total cost is supported by VT MAE investment, federal and state grants, and local funds. Specifically, Hangar 4 is funded under Element 2; because the cost increase for its expanded size is covered by program contingencies, the overall program budget remains unaffected.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/19/2025

STAFF CONTACT:

David H. Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Change Order Proposal

PRESENTATION: No

December 15, 2025

Roy Remington
Deputy Airport Director
City of Pensacola / Pensacola International Airport
2430 Airport Blvd
Pensacola, FL 32504

Re: Change Order Proposal – Hangar Dimensional Increase & Associated Scope
Project: Project Titan – Element 2 – Hangar 4, Pensacola International Airport

Dear Roy,

On behalf of Wharton-Smith, Inc., Design-Builder for the above-referenced project, we respectfully submit this narrative in support of our Change Order Proposal associated with enlarging Hangar 4 and the related systems.

Background & Basis for Change

The original Design Criteria Package (DCP) established the baseline building dimensions and clearances that formed the basis of our original cost proposal and project schedule. As we advanced into design and pre-construction and engaged more deeply with the tenant, it became apparent that the hangar space defined in the DCP would not adequately accommodate certain aircraft anticipated for future MRO contracts.

In coordination with the City and the tenant, we evaluated multiple options and ultimately arrived at a revised building configuration that aligns the facility with the tenant's operational requirements. The accepted configuration includes the following principal dimensional changes:

- Increasing the overall building width from 323 feet to 343 feet.
- Increasing the hangar door opening width from 287 feet to 307 feet.
- Increasing the overall building depth from 260 feet to 280 feet.
- Maintaining the "High Bay" depth at 78 feet and extending the "Low Bay" depth from 182 feet to 202 feet.
- Increasing the hangar door clear opening height from 57'-6" to 64'-0" across the full door width.

The Owner and their consulting team have acknowledged that the proposed increase in building height may affect FAA Part 77 airspace clearances and have indicated their understanding of, and concurrence with, this risk. They have confirmed that they are supportive of pursuing the necessary coordination and approvals to ensure that the revised, taller hangar configuration can be permitted and constructed, and that this increased height is an intentional and desired attribute of the updated design.

These adjustments represent a substantial increase in the physical scope of the facility relative to the original DCP and are necessary to accommodate the aircraft mix the tenant intends to service.

Summary of Additional Scope Included in This Change

Because the building is now wider, longer, and taller, this change order encompasses a comprehensive set of additions and modifications to the original work. The proposed change includes the following:

1. **Primary Structure, Hangar Door, and PEMB Engineering**

- Enlargement of the pre-engineered metal building (PEMB) frame to reflect the increased width, depth, and eave height.
- Adjustment of the High Bay roof slope from ½:12 to 2:12, while maintaining the jack truss transition from high bay to low bay at the same elevation.
- Provision of eight (8) hangar door panels, each approximately 38'-4½" wide by 64'-0" high, to span the increased door width and height.
- Extension of hangar door rails 6 feet beyond the door opening to maintain door travel and clearances with the larger configuration.
- Additional engineering by the PEMB manufacturer to accommodate the revised geometry, increased loads, roof slope change, and modified hangar door configuration.

2. **Deep Foundations and Structural Concrete**

- Additional auger cast piles to support the increased building footprint.
- Revised pile cap designs and reinforcing, particularly at the hangar door column lines, to support increased vertical and lateral loads associated with the taller hangar door and higher eave.
- Ancillary increases in grade beams and slab-on-grade areas as required by the larger plan dimensions.

3. **Building Envelope**

- Increased roof and wall areas, including additional secondary framing, insulation, metal panels, trim, and associated flashings due to the larger footprint and taller exterior walls.

4. **MEP, Fire Protection, and Installation Means & Methods**

- Extension of mechanical, electrical, plumbing, and fire protection distribution systems to serve the larger plan area and volume, including longer runs of ductwork, piping, conduit, cable, etc.
- Additional lighting fixtures, heating devices, receptacles, fire protection heads, and associated supports to maintain code compliance, coverage, and performance in the enlarged space.
- Ancillary modifications to site utilities and MEPFP connections as required by the expanded building footprint.

5. **Sitework, Paving, and Ancillary Items**

- Ancillary changes to earthwork, fencing, and related exterior features required by the increased footprint.
- Additional exterior concrete paving (tug road, apron, and related pavement adjustments) to accommodate the enlarged building plan and maintain operational circulation.
- No reconfiguration of the loading dock is included; under the current configuration, a truck positioned at the dock will temporarily impede the adjacent sidewalk.

Additional Design and Coordination Efforts

The shift to a larger and taller hangar introduces significant additional design effort across all disciplines in order to develop, coordinate, and document the revised facility. These additional efforts include, but are not limited to, the following:

Site / Civil Design

- Physical changes to the current site design layout to accommodate the increased building footprint, including adjustments to walkways, vehicle and pedestrian access points, and apron conditions in front of the hangar.
- Re-evaluation of stormwater collection and conveyance to account for the larger building and pavement areas, including additional calculations to confirm that the retention pond is adequately sized and enlargement of the pond as necessary to maintain compliance with permitting requirements.

Structural Design

- New structural calculations to support a revised foundation system for the enlarged and taller structure, taking into account updated column bay layouts and load paths.
- Development of a new foundation plan and associated details, as the original DCP-based foundation plan is no longer applicable with the revised column grid and building geometry.
- Additional coordination with the PEMB manufacturer to integrate the updated foundation and anchor conditions with the revised frame design.

Landscape Design

- Adjustments to landscaping around the hangar to coordinate with the revised site layout, apron configurations, and building footprint, requiring additional landscape design effort and documentation.

Architectural Design

- Creation of a new BIM 3D model of the hangar reflecting the increased length, width, and height, as the original DCP-based model is no longer dimensionally accurate.

- Development of new exterior elevations and building sections to reflect the revised building proportions, including modifications required to provide vertical jacking clearance and operational clearances.
- Additional code research and analysis to confirm that the enlarged hangar meets life safety egress requirements, including updated occupant load calculations and associated impacts on plumbing fixture counts.
- Additional coordination with consulting engineers to ensure all architectural changes are fully integrated with structural, MEPFP, and site systems.

Fire Protection Design

- New calculations to confirm that the available water supply and system configuration are sufficient for the enlarged building volume and revised hazard areas, including a fresh evaluation of whether a fire pump is required.
- Resizing and reconfiguration of sprinkler system piping layouts to accommodate the increased area and height.
- Coordination with the PEMB manufacturer to confirm that draft stop locations and related fire and smoke control measures remain compliant with code requirements.

Plumbing and Mechanical Design

- Adjustments to plumbing fixture counts, water, and waste piping layouts based on the revised building size and occupant load calculations.
- Modifications to aircraft servicing configurations, including changes to in-slab service pit mechanical provisions and locations to align with the updated aircraft positions and hangar geometry.
- Additional effort associated with energy modeling and related calculations for the larger building envelope and volume, to be submitted with the building permit as part of the mechanical and energy code compliance documentation.

Electrical and Telecommunications Design

- Updated lighting studies (photometric calculations) for the enlarged hangar to confirm that lighting levels meet the applicable criteria, along with the addition and redistribution of lighting fixtures.
- Recalculation of building electrical loads and adjustments to distribution equipment, feeders, and branch circuitry as necessary to serve the expanded area and added systems.
- Modifications to aircraft servicing configurations, including changes to in-slab service pit electrical and telecommunications provisions and locations.

These activities represent additional design and coordination efforts that are directly attributable to the increased hangar size, height, and operational requirements and are additive to the scope contemplated in the original DCP-based design effort.

Time Impacts and General Conditions

The process of identifying, evaluating, and finalizing the revised building configuration has had a measurable impact on project timing:

- From the initiation of this change issue through anticipated formal approval and issuance of a revised Notice to Proceed, approximately four (4) months of preconstruction and design period have been consumed addressing this change. During this time, all design, procurement, and coordination activities necessarily paused pending final direction.
- The enlarged facility and associated additional field work will also extend the construction duration by approximately two (2) months, reflecting the added time required for additional piles, foundations, erection, envelope, MEPFP extensions, and related systems.

In total, this change results in a requested time extension of 177 calendar days (approximately six months). The associated preconstruction, general conditions and general requirements costs included in our Change Order Proposal correspond directly to this additional duration, during which preconstruction and design management, project management, supervision, safety, quality control, and site support must remain in place to successfully execute the expanded scope.

Under the Design-Build Agreement, the Design-Builder is required to commence work within five (5) calendar days of the Notice to Proceed (NTP). The NTP was issued on August 12, 2025, establishing a contractual start date of August 17, 2025. Applying the original contract duration of 576 calendar days to that start date results in an original contractual Substantial Completion date of March 16, 2027. The extension of 177 calendar days results in a revised contractual Substantial Completion date of September 9, 2027. The enclosed schedule incorporates the full 177 calendar days associated with evaluation, approval, and implementation of the enlarged hangar configuration and correspondingly extends the contractual Substantial Completion milestone by the same amount of time. While the current schedule still reflects a forecasted completion date ahead of the revised contractual completion date, we are expressly capturing all additional days and adjusting the contract time accordingly. In short, although we anticipate, but do not guarantee, completing the work prior to the adjusted contract completion date, the requested time extension properly aligns the contractual dates with the actual time impacts of this change.

Pricing and Owner Direct Purchase (ODP)

Based on our detailed estimate and subcontractor and supplier input, the resulting change order value is five million nine hundred six thousand two hundred thirty-six dollars ($5,906,236).

In accordance with the Design-Build Agreement, the Design-Builder is entitled to a 10% fee on approved change orders. However, in the spirit of partnership and in an effort to help mitigate the overall impact of this particular change to the project budget, we are voluntarily reducing our fee to 7% on this change order only. This reduced fee is being offered as a one-time accommodation and is not intended to modify the contract, establish a precedent, or alter the agreed-upon fee percentage for any future changes.

Within this amount, we estimate that in excess of two hundred thousand dollars ($200,000) of sales tax is embedded in material costs. To the extent the City utilizes its established Owner

Direct Purchase (ODP) program, these sales taxes can be avoided, effectively reducing the net cost of this change to the project.

The costs associated with this change are as follows:

Cast In Place Concrete	$	660,337
Joint Sealants	$	18,907
Pre-Engineered Metal Building & Hangar Doors	$	3,104,739
Fire Protection System	$	114,745
Plumbing	$	93,228
HVAC Mechanical System	$	63,138
Electrical	$	276,165
Sitework, Utilities, Paving, Landscape & Fencing	$	92,954
Deep Foundations	$	220,540
Preconstruction & Design Management Services	$	352,781
Design Services	$	173,500
General Conditions & Requirements (2 months)	$	233,641
Permit Fees	$	12,403
Bonds & Insurance (1.74%)	$	102,769
Design-Builder Fee (Negotiated to 7% this Change Only)	$	386,389
Total Change Order Request:	**$**	**5,906,236**
Approximate Anticipated Sales Tax Savings:	*$*	*200,000*
	$	*5,706,236*

Summary

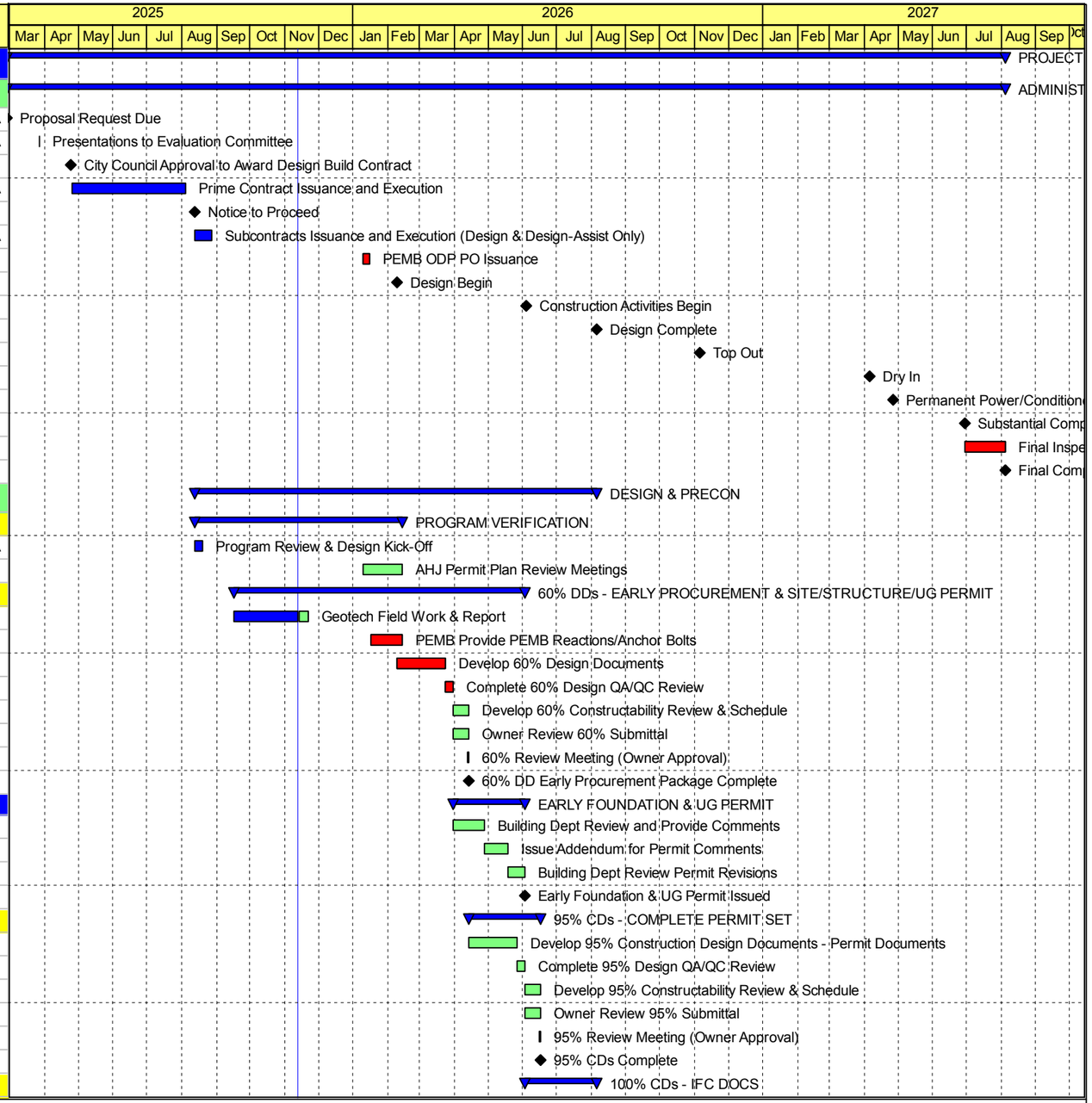
This requested change is driven by the Owner's and tenant's updated operational requirements for aircraft accommodation and represents a significant increase in the size and capability of the facility beyond what was defined in the original DCP. The proposed change order value of $5,906,236 and the associated 177 day time extension are based on estimates, subcontractor and supplier input, and the additional design, construction, and support efforts required to deliver a wider, longer, and taller hangar that will serve the tenant's long-term MRO needs.

We appreciate the opportunity to continue partnering with the City of Pensacola on this important project and are available to review any aspect of this proposal in further detail at your convenience.

Sincerely,

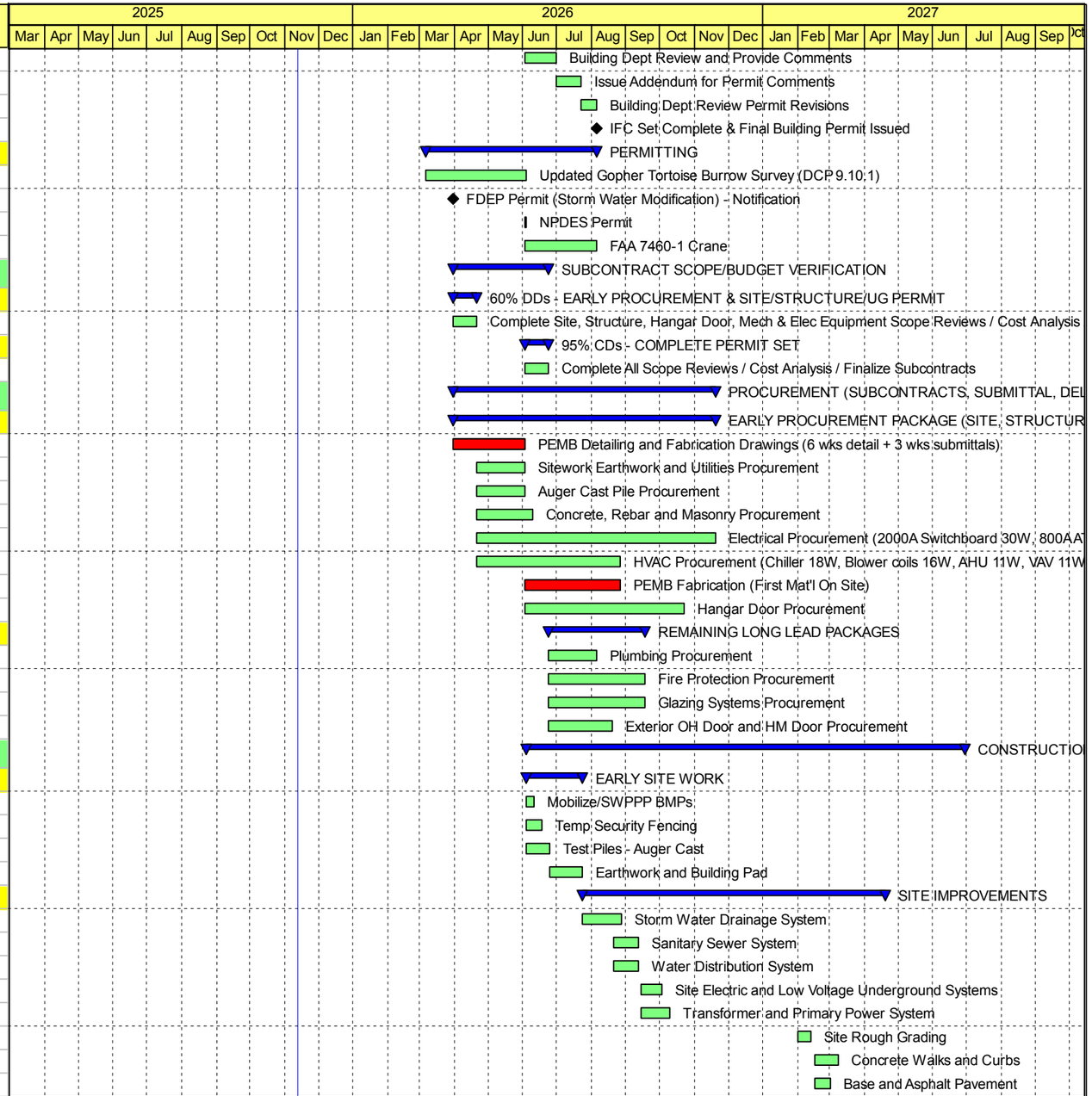
AJ Brown
Area Manager
Wharton-Smith, Inc.
850-501-5793 | ajbrown@whartonsmith.com

Activity ID	Activity Name	Remaining Duration	Start	Finish
PROJECT TITAN ELEMENT II - HANGAR 4		432	26-Feb-25 A	04-Aug-27
ADMINISTRATIVE & MILESTONES		395	26-Feb-25 A	04-Aug-27
A1000	Proposal Request Due	0		26-Feb-25 A
A1010	Presentations to Evaluation Committee	0	27-Mar-25 A	27-Mar-25 A
A1020	City Council Approval to Award Design Build Contract	0		24-Apr-25 A
A1120	Prime Contract Issuance and Execution	0	25-Apr-25 A	04-Aug-25 A
A1030	Notice to Proceed	0	12-Aug-25 A	
A1040	Subcontracts Issuance and Execution (Design & Design-Assist Only)	0	13-Aug-25 A	27-Aug-25 A
A1050	PEMB ODP PO Issuance	5	09-Jan-26	15-Jan-26
FLAG1	Design Begin	0	09-Feb-26	
FLAG2	Construction Activities Begin	0	04-Jun-26	
FLAG3	Design Complete	0		05-Aug-26
FLAG4	Top Out	0		05-Nov-26
FLAG5	Dry In	0		05-Apr-27
FLAG6	Permanent Power/Conditioned Space	0		27-Apr-27
A1170	Substantial Completion	0		29-Jun-27
A1180	Final Inspection, Punch and Closeout	25	30-Jun-27	04-Aug-27
A1190	Final Completion	0		04-Aug-27
DESIGN & PRECON		182	12-Aug-25 A	05-Aug-26
PROGRAM VERIFICATION		25	12-Aug-25 A	13-Feb-26
A1200	Program Review & Design Kick-Off	0	12-Aug-25 A	19-Aug-25 A
A1210	AHJ Permit Plan Review Meetings	25	09-Jan-26	13-Feb-26
60% DDs - EARLY PROCUREMENT & SITE/STRUCTURE/UG PERMIT		137	16-Sep-25 A	02-Jun-26
A1330	Geotech Field Work & Report	7	16-Sep-25 A	21-Nov-25
A1290	PEMB Provide PEMB Reactions/Anchor Bolts	20	16-Jan-26	13-Feb-26
A1300	Develop 60% Design Documents	30	09-Feb-26	23-Mar-26
A1310	Complete 60% Design QA/QC Review	5	24-Mar-26	30-Mar-26
A1320	Develop 60% Constructability Review & Schedule	10	31-Mar-26	13-Apr-26
A1340	Owner Review 60% Submittal	10	31-Mar-26	13-Apr-26
A1350	60% Review Meeting (Owner Approval)	1	13-Apr-26	13-Apr-26
A1360	60% DD Early Procurement Package Complete	0		13-Apr-26
EARLY FOUNDATION & UG PERMIT		45	31-Mar-26	02-Jun-26
A2580	Building Dept Review and Provide Comments	20	31-Mar-26	27-Apr-26
A2560	Issue Addendum for Permit Comments	15	28-Apr-26	18-May-26
A2590	Building Dept Review Permit Revisions	10	19-May-26	02-Jun-26
A2570	Early Foundation & UG Permit Issued	0		02-Jun-26
95% CDs - COMPLETE PERMIT SET		45	14-Apr-26	16-Jun-26
A1370	Develop 95% Construction Design Documents - Permit Documents	30	14-Apr-26	26-May-26
A1380	Complete 95% Design QA/QC Review	5	27-May-26	02-Jun-26
A1390	Develop 95% Constructability Review & Schedule	10	03-Jun-26	16-Jun-26
A1410	Owner Review 95% Submittal	10	03-Jun-26	16-Jun-26
A1420	95% Review Meeting (Owner Approval)	1	16-Jun-26	16-Jun-26
A1430	95% CDs Complete	0		16-Jun-26
100% CDs - IFC DOCS		45	03-Jun-26	05-Aug-26



Actual Work
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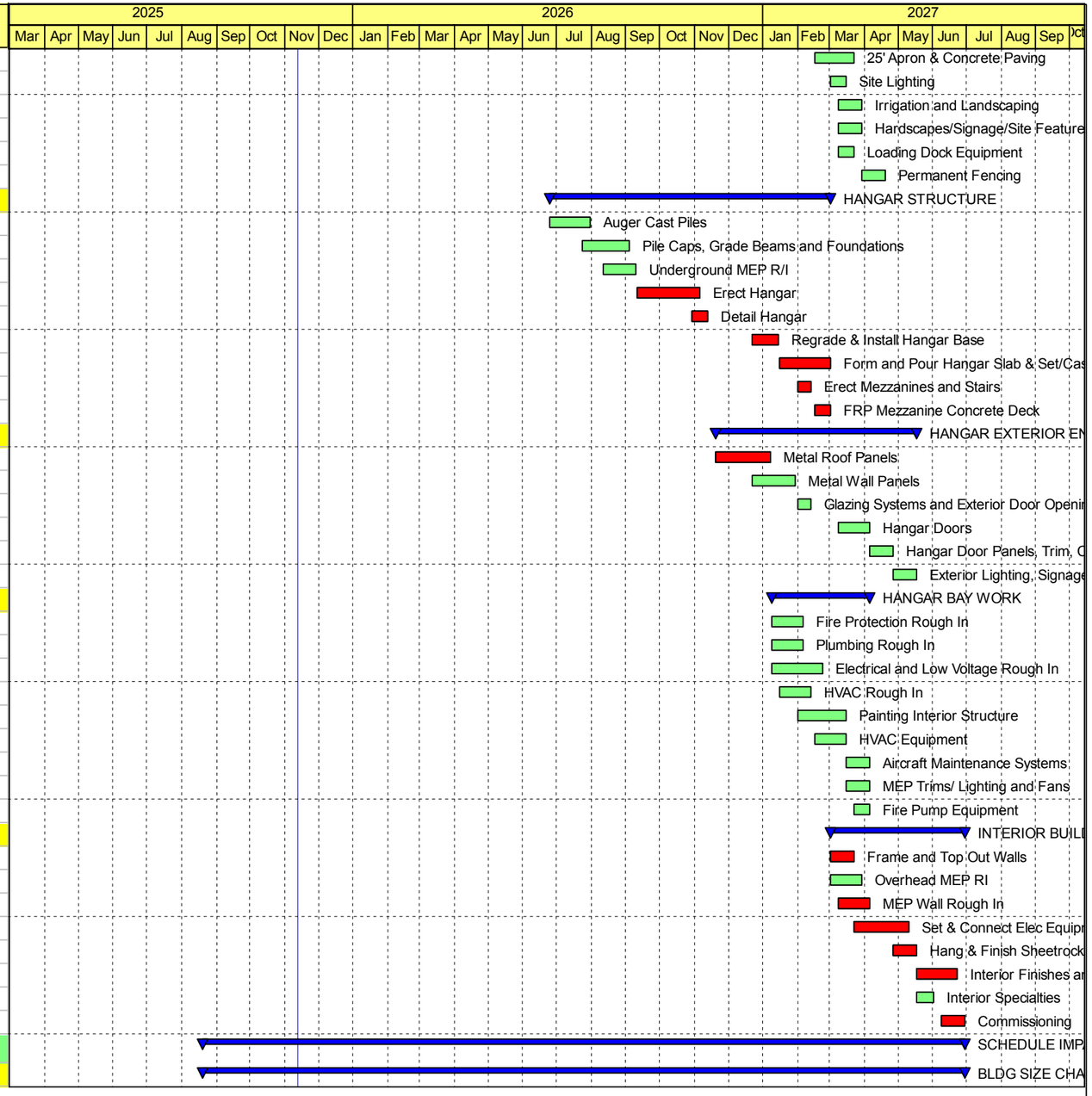
Activity ID	Activity Name	Remaining Duration	Start	Finish
A1630	Building Dept Review and Provide Comments	20	03-Jun-26	30-Jun-26
A1440	Issue Addendum for Permit Comments	15	01-Jul-26	22-Jul-26
A1640	Building Dept Review Permit Revisions	10	23-Jul-26	05-Aug-26
A1500	IFC Set Complete & Final Building Permit Issued	0		05-Aug-26
PERMITTING		107	06-Mar-26	05-Aug-26
A1510	Updated Gopher Tortoise Burrow Survey (DCP 9.10.1)	90	06-Mar-26	04-Jun-26
A1570	FDEP Permit (Storm Water Modification) - Notification	0	31-Mar-26	
A1530	NPDES Permit	1	03-Jun-26	03-Jun-26
A1610	FAA 7460-1 Crane	45	03-Jun-26	05-Aug-26
SUBCONTRACT SCOPE/BUDGET VERIFICATION		60	31-Mar-26	23-Jun-26
60% DDs - EARLY PROCUREMENT & SITE/STRUCTURE/UG PERMIT		15	31-Mar-26	20-Apr-26
A1670	Complete Site, Structure, Hangar Door, Mech & Elec Equipment Scope Reviews / Cost Analy	15	31-Mar-26	20-Apr-26
95% CDs - COMPLETE PERMIT SET		15	03-Jun-26	23-Jun-26
A1680	Complete All Scope Reviews / Cost Analysis / Finalize Subcontracts	15	03-Jun-26	23-Jun-26
PROCUREMENT (SUBCONTRACTS, SUBMITTAL, DELIVERY)		165	31-Mar-26	19-Nov-26
EARLY PROCUREMENT PACKAGE (SITE, STRUCTURE, MECH/ELEC)		165	31-Mar-26	19-Nov-26
A1750	PEMB Detailing and Fabrication Drawings (6 wks detail + 3 wks submittals)	45	31-Mar-26	02-Jun-26
A1720	Sitework Earthwork and Utilities Procurement	30	21-Apr-26	02-Jun-26
A1730	Auger Cast Pile Procurement	30	21-Apr-26	02-Jun-26
A1780	Concrete, Rebar and Masonry Procurement	35	21-Apr-26	09-Jun-26
A1800	Electrical Procurement (2000A Switchboard 30W, 800AATS 18W, Fixt & Ctrls 16W)	150	21-Apr-26	19-Nov-26
A1810	HVAC Procurement (Chiller 18W, Blower coils 16W, AHU 11W, VAV 11W)	90	21-Apr-26	26-Aug-26
A1760	PEMB Fabrication (First Mat'l On Site)	60	03-Jun-26	26-Aug-26
A1770	Hangar Door Procurement	100	03-Jun-26	22-Oct-26
REMAINING LONG LEAD PACKAGES		60	24-Jun-26	17-Sep-26
A1820	Plumbing Procurement	30	24-Jun-26	05-Aug-26
A1850	Fire Protection Procurement	60	24-Jun-26	17-Sep-26
A1870	Glazing Systems Procurement	60	24-Jun-26	17-Sep-26
A1880	Exterior OH Door and HM Door Procurement	40	24-Jun-26	19-Aug-26
CONSTRUCTION		269	04-Jun-26	29-Jun-27
EARLY SITE WORK		35	04-Jun-26	23-Jul-26
A1910	Mobilize/SWPPP BMPs	5	04-Jun-26	10-Jun-26
A1920	Temp Security Fencing	10	04-Jun-26	17-Jun-26
A1970	Test Piles - Auger Cast	15	04-Jun-26	24-Jun-26
A1950	Earthwork and Building Pad	20	25-Jun-26	23-Jul-26
SITE IMPROVEMENTS		184	24-Jul-26	19-Apr-27
A1980	Storm Water Drainage System	25	24-Jul-26	27-Aug-26
A1990	Sanitary Sewer System	15	21-Aug-26	11-Sep-26
A2000	Water Distribution System	15	21-Aug-26	11-Sep-26
A2010	Site Electric and Low Voltage Underground Systems	15	14-Sep-26	02-Oct-26
A2030	Transformer and Primary Power System	20	14-Sep-26	09-Oct-26
A2040	Site Rough Grading	10	01-Feb-27	12-Feb-27
A2060	Concrete Walks and Curbs	15	16-Feb-27	08-Mar-27
A2070	Base and Asphalt Pavement	10	16-Feb-27	01-Mar-27



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Wharton-Smith, Inc.
PROJECT TITAN ELEMENT II - HANGAR 4 Data Date: 13-Nov-25
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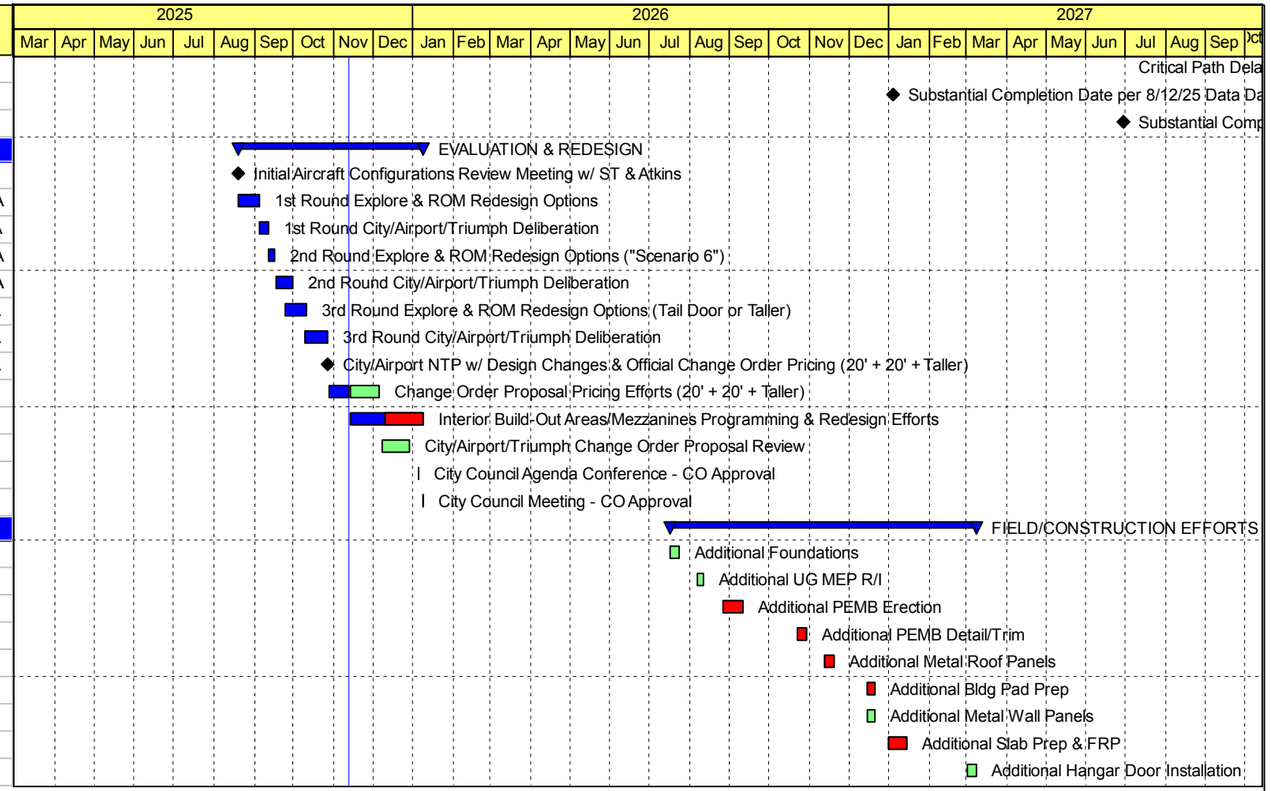
Activity ID	Activity Name	Remaining Duration	Start	Finish
A2600	25' Apron & Concrete Paving	25	16-Feb-27	22-Mar-27
A2050	Site Lighting	10	02-Mar-27	15-Mar-27
A2080	Irrigation and Landscaping	15	09-Mar-27	29-Mar-27
A2090	Hardscapes/Signage/Site Features	15	09-Mar-27	29-Mar-27
A2410	Loading Dock Equipment	10	09-Mar-27	22-Mar-27
A2100	Permanent Fencing	15	30-Mar-27	19-Apr-27
HANGAR STRUCTURE		169	25-Jun-26	01-Mar-27
A2190	Auger Cast Piles	25	25-Jun-26	30-Jul-26
A2200	Pile Caps, Grade Beams and Foundations	30	24-Jul-26	03-Sep-26
A2210	Underground MEP R/I	20	12-Aug-26	09-Sep-26
A2230	Erect Hangar	40	11-Sep-26	05-Nov-26
A2240	Detail Hangar	10	30-Oct-26	12-Nov-26
A2220	Regrade & Install Hangar Base	15	22-Dec-26	14-Jan-27
A2250	Form and Pour Hangar Slab & Set/Cast Pits	30	15-Jan-27	01-Mar-27
A2260	Erect Mezzanines and Stairs	10	01-Feb-27	12-Feb-27
A2270	FRP Mezzanine Concrete Deck	10	16-Feb-27	01-Mar-27
HANGAR EXTERIOR ENVELOPE		120	20-Nov-26	17-May-27
A2280	Metal Roof Panels	30	20-Nov-26	07-Jan-27
A2550	Metal Wall Panels	25	22-Dec-26	29-Jan-27
A2290	Glazing Systems and Exterior Door Openings	10	01-Feb-27	12-Feb-27
A2300	Hangar Doors	20	09-Mar-27	05-Apr-27
A2310	Hangar Door Panels, Trim, Closures and Canopies	15	06-Apr-27	26-Apr-27
A2320	Exterior Lighting, Signage and Finishes	15	27-Apr-27	17-May-27
HANGAR BAY WORK		60	08-Jan-27	05-Apr-27
A2340	Fire Protection Rough In	20	08-Jan-27	05-Feb-27
A2360	Plumbing Rough In	20	08-Jan-27	05-Feb-27
A2370	Electrical and Low Voltage Rough In	30	08-Jan-27	22-Feb-27
A2350	HVAC Rough In	20	15-Jan-27	12-Feb-27
A2330	Painting Interior Structure	30	01-Feb-27	15-Mar-27
A2390	HVAC Equipment	20	16-Feb-27	15-Mar-27
A2430	Aircraft Maintenance Systems	15	16-Mar-27	05-Apr-27
A2440	MEP Trims/ Lighting and Fans	15	16-Mar-27	05-Apr-27
A2380	Fire Pump Equipment	10	23-Mar-27	05-Apr-27
INTERIOR BUILDOUT		85	02-Mar-27	29-Jun-27
A2460	Frame and Top Out Walls	15	02-Mar-27	22-Mar-27
A2470	Overhead MEP RI	20	02-Mar-27	29-Mar-27
A2480	MEP Wall Rough In	20	09-Mar-27	05-Apr-27
A2500	Set & Connect Elec Equipment	35	23-Mar-27	10-May-27
A2490	Hang & Finish Sheetrock	15	27-Apr-27	17-May-27
A2510	Interior Finishes and MEP Trim Out	25	18-May-27	22-Jun-27
A2540	Interior Specialties	10	18-May-27	01-Jun-27
A2530	Commissioning	15	09-Jun-27	29-Jun-27
SCHEDULE IMPACTS		407	19-Aug-25 A	29-Jun-27
BLDG SIZE CHANGES		407	19-Aug-25 A	29-Jun-27



Actual Work
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Wharton-Smith, Inc.
PROJECT TITAN ELEMENT II - HANGAR 4 Data Date: 13-Nov-25
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Activity ID	Activity Name	Remaining Duration	Start	Finish
A2830	Critical Path Delay Summary (Calendar Days)	177	04-Jan-27	29-Jun-27
A2840	Substantial Completion Date per 8/12/25 Data Date Schedule	0	04-Jan-27*	
A2850	Substantial Completion Date per Bldg Size Changes Delay	0		29-Jun-27
EVALUATION & REDESIGN		37	19-Aug-25 A	08-Jan-26
A2610	Initial Aircraft Configurations Review Meeting w/ ST & Atkins	0	19-Aug-25 A	
A2620	1st Round Explore & ROM Redesign Options	0	20-Aug-25 A	04-Sep-25 A
A2630	1st Round City/Airport/Triumph Deliberation	0	05-Sep-25 A	11-Sep-25 A
A2640	2nd Round Explore & ROM Redesign Options ("Scenario 6")	0	12-Sep-25 A	16-Sep-25 A
A2650	2nd Round City/Airport/Triumph Deliberation	0	17-Sep-25 A	30-Sep-25 A
A2660	3rd Round Explore & ROM Redesign Options (Tail Door or Taller)	0	25-Sep-25 A	10-Oct-25 A
A2670	3rd Round City/Airport/Triumph Deliberation	0	10-Oct-25 A	27-Oct-25 A
A2680	City/Airport NTP w/ Design Changes & Official Change Order Pricing (20' + 20' + Taller)	0		27-Oct-25 A
A2690	Change Order Proposal Pricing Efforts (20' + 20' + Taller)	15	28-Oct-25 A	05-Dec-25
A2710	Interior Build-Out Areas/Mezzanines Programming & Redesign Efforts	20	13-Nov-25 A	08-Jan-26
A2700	City/Airport/Triumph Change Order Proposal Review	15	08-Dec-25	29-Dec-25*
A2790	City Council Agenda Conference - CO Approval	1	05-Jan-26*	05-Jan-26
A2800	City Council Meeting - CO Approval	1	08-Jan-26*	08-Jan-26
FIELD/CONSTRUCTION EFFORTS		159	17-Jul-26	08-Mar-27
A2720	Additional Foundations	5	17-Jul-26	23-Jul-26
A2780	Additional UG MEP R/I	3	07-Aug-26	11-Aug-26
A2750	Additional PEMB Erection	10	27-Aug-26	10-Sep-26
A2770	Additional PEMB Detail/Trim	5	23-Oct-26	29-Oct-26
A2810	Additional Metal Roof Panels	5	13-Nov-26	19-Nov-26
A2730	Additional Bldg Pad Prep	5	15-Dec-26	21-Dec-26
A2820	Additional Metal Wall Panels	5	15-Dec-26	21-Dec-26
A2740	Additional Slab Prep & FRP	10	31-Dec-26	14-Jan-27
A2760	Additional Hangar Door Installation	5	02-Mar-27	08-Mar-27



Actual Work
Remaining Work
Critical Remaining Work
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File #: 26-51 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 26-003 — STORMWATER FACILITIES MAINTENANCE SERVICES

RECOMMENDATION:

That City Council award Bid No. 26-003 for Stormwater Facilities Maintenance Services to Big Orange Enterprises, LLC d.b.a. Escape Landscaping and Lawn Care of Pensacola, FL, the lowest and most responsible bidder, a contract in the amount of $118,600. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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

Stormwater pond maintenance services covered by this contract include mowing, minor tree trimming, litter or debris removal, minor fence repairs, and maintenance of adjacent rights-of-way. Each pond or ditch will receive maintenance at least monthly during the growing season (March to October), except for Creighton Ditch which will only receive two (2) services within the eight-month period. Depending on location, however, some facilities will receive service on a bi-weekly basis. Additionally, the contractor will be responsible for all traffic control and land restoration of landscaped areas should their equipment cause any damage.

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

PRIOR ACTION:

FUNDING:

Budget:	$694,500	FY 26 (Fund 109) Other Contractural Services
Actual:	$118,600	FY 26 (Fund 109) Other Contractural Services

FINANCIAL IMPACT:

Funds are currently appropriated in the Public Works & Engineering Department within Fund 109 (Stormwater Utility Fund). This is an eight-month contract, and the total cost of the award is $118,600.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

David Stafford, City Administrator
Amy Tootle, PE, Director of Public Works & Engineering

ATTACHMENTS:

1. Bid tabulation sheet

PRESENTATION: No

TABULATION OF BIDS

BID NO: 26-003

TITLE: STORMWATER FACILITIES MAINTENANCE CONTRACT

SUBMITTALS DUE: 11/21/25, 2:30 P.M. DEPARTMENT: Public Works	ESCAPE LANDSCAPING & LAWN CARE Pensacola, FL	GULF COAST ENVIRONMENTAL CONTRACTORS, INC. Pensacola, FL	PRESCOTT PHAM, LLC Pensacola, FL	ALL OUTDOOR SOLUTIONS Pensacola, FL
Total Monthly Cost:	$14,725.00	$16,748.00	$27,557.00	$35,075.00
Total Annual Cost:	$118,600.00*	$135,000.00	$221,056.00	$280,750.00
M/WBE / SBE / VBE	SBE	WBE	N/A	N/A

****

*Total Annual Cost includes Creighton Road visit twice a year at $400 per visit, totaling $800 annual cost.

****

File #: 26-52 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 25-046 - WASTE COLLECTION SERVICES FOR PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council award Bid No. 25-046 for Waste Collection Services for Pensacola International Airport to Mark Dunning Industries, Inc., the lowest and most responsible bidder. 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:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

The City issued an Invitation to Bid (ITB) for a five-year contract for waste collection services for Pensacola International Airport, with three optional one-year extensions. The City received four responses, with Mark Dunning Industries, Inc. providing the lowest and most responsible bid.

PRIOR ACTION:

None

FUNDING:

Budget:	$112,000.00	
Actual:	$67,171.32	
	$67,171.32	TOTAL

FINANCIAL IMPACT:

Funds are budgeted in the Airport Utilities account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/19/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Draft Contract - Award of Bid No. 25-046
2. 25-046 Bid Tabulation

PRESENTATION: No

CONTRACT BETWEEN CITY OF PENSACOLA AND MARK DUNNING INDUSTRIES, INC.
BASED UPON INVITATION TO BID # 25-046

THIS CONTRACT ("Contract") is made this ___ day of _____, 20__ ("Effective Date", by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Mark Dunning Industries, Inc., ("Contractor"), a corporation authorized to do business in Florida, located at 100 Racetrack Road, Dothan, Alabama, 36303, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Invitation to Bid #25-046, on September 15, 2025 ("Invitation to Bid"), as described in Project Manual/Specifications for Waste Collection Services for Pensacola International Airport Facilities, Bid #25-046, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "Bid Documents"); and

WHEREAS, in response to the Bid Documents, the Contractor submitted to the City a proposal dated October 17, 2025, ("Proposal") attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the Bid Documents and Proposal are hereby incorporated herein by reference and are sometimes hereinafter referred to collectively as the "Quote Documents";

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contract and the Quote Documents, provided that the terms of this Contract shall control any conflicting provisions in the Quote Documents. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term and Renewal of Contract.
Subject to the right of termination for cause or convenience, the initial term of this Contract shall begin on the Effective Date and continue for a period of five (5) years ("Initial Term") as specified in the attached Quote Documents and Proposal.

The Term may be extended at the sole discretion of the City for up to three (3) additional one (1) year periods (each, a "Renewal Term"). Should the City, in its sole discretion, choose to extend the then current Term, City shall notify the Contractor in writing ninety (90) days prior to the expiration of the Initial Term or thirty (30) days prior to the expiration of the then current Renewal Term, as applicable. The Initial Term and each exercised Renewal Term are hereinafter referred to as the "Term".

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, to be paid by the City in accordance with the Quote Documents and pursuant to the terms and conditions of this Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (___) Yes (_X_) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.
The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.
Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.
No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Amendment or Modification.
Contractor acknowledges and agrees that no amendment, modification or extension of this Contract shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Contract. In the event that the City decides to expand the terminal facility at Pensacola International Airport, the Contractor shall be given the opportunity to serve the new, expanded passenger area(s) upon the same terms and conditions of this Contract in accordance with the Bid Documents, provided that the parties enter into an amendment to this Contract within thirty (30) days after the City delivers the proposed amendment to the Contractor.

Section 15. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 16. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR

(Mark Dunning Industries, Inc.)

By_____
President

(Printed President's Name)

Attest_____
Corporate Secretary

(CORPORATE SEAL)

CITY OF PENSACOLA, FLORIDA

Mayor, D.C. Reeves

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

Department Director

Legal in form and execution:

City Attorney

DRAFT

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

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

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

DRAFT

EXHIBIT A

BID DOCUMENTS

DRAFT

EXHIBIT B

PROPOSAL

The pages following Exhibit B are the documents comprising the Proposal dated, October 17, 2025 which Contractor submitted in response to the Bid Documents, are hereby incorporated by reference into this Contract. The Proposal includes all attachments and addenda submitted by Contractor in response to the Bid Documents, which are also hereby incorporated into this Contract by reference.

DRAFT

TABULATION OF BIDS

BID NO: 25-046
TITLE: WASTE COLLECTION SERVICES FOR PENSACOLA INTERNATIONAL AIRPORT FACILITIES

Opening Date & Time: 10/20/25, 2:30 P.M. Department: Airport	MARK DUNNING INDUSTRIES, INC. Dothan, AL	WASTE PRO OF FLORIDA Milton, FL	REPUBLIC SERVICES OF PENSACOLA Pensacola, FL	ADAMS SANITATION HOLDING CO., LLC Milton, FL
Total Annual Cost	$67,171.32	$64,337.28	$73,611.60	$81,960.00
Cost per additional dumpster per Day, Week, Month:				
Cost for Additional Dumpster, 8 CY	$100.00 Per Month	$250.00 Per Week	$173.20 Per Month	$277.00 Per Month
Cost for Additional Dumpster, 20 CY	$100.00 Per Month	$304.00** Per Haul	$100.00* Per Month	$325.00 Per Month
Cost for Additional Dumpster, 30 CY	$100.00 Per Month	$349.00** Per Haul	$200.00* Per Month	$415.00 Per Month
Cost for Additional Pickup:				
Cost for Additional Pickup per Dumpster, 8 CY	$122.14	$125.00	$75.00	$46.62
Cost for Additional Pickup Per Dumpster, 20 CY	236.25 +$60.00/ton	$500.00	$300.00*	$325.00
Cost for Additional Pickup Per Dumpster, 30 CY	236.25 + $60.00/ton	$600.00	$300.00*	$415.00

****

*Does not include disposal $57.90 per ton
**$62 per ton

****

File #: 26-69 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - ESTOPPEL AGREEMENT FOR BLUE AIR TRAINING LLC

RECOMMENDATION:

That City Council approve an Estoppel Agreement between the City of Pensacola and Blue Air Training LLC consenting to the collateral assignment of the Lease with Blue Air Training LLC to The Rockhill Group, Inc. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On August 18, 2004 the City entered into a 30-year lease with ECKO Air LLC for the purpose of constructing facilities and operating commercial aeronautical services/activities that provide avionics maintenance & sales and airframe & powerplant maintenance at the airport. The grant of use was later amended to include contracted air services for US military. The lease was ultimately assigned to Blue Air Training LLC on May 14, 2019.

Blue Air Training LLC now desires to assign its lease to The Rockhill Group, Inc., a Florida corporation. In order to fund the acquisition, The Rockhill Group desires to obtain a loan from ServisFirst Bank Inc. which will be secured by a lien on the interest in the Lease Agreement. Under Article XLII of the Lease Agreement, tenant may encumber by mortgage or other security instruments its interest in the leasehold estate with the consent of the City. The attached Estoppel Agreement provides such consent as well as acknowledges that (and noting any exceptions) the lease is in full force and identifies any defaults that exist under Article XXI of the lease.

This action does not otherwise impact Blue Air Training's ability to provide the required services, does not modify any terms or conditions of its Lease Agreement, and is otherwise allowable under the terms of the Lease.

PRIOR ACTION:

August 18, 2004 - City entered into lease agreement with ECKO Air LLC.
March 16, 2005 - City executed Amendment No. 1.
July 25, 2005 - City executed Amendment No. 2.
May 25, 2010 - City executed Amendment No. 3.
March 31, 2017 - City executed Amendment No. 4.
September 3, 2020 - City executed Amendment No. 5.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/22/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Airport Blue Air Training Rockhill Group Estoppel Clean Draft

PRESENTATION: No

ESTOPPEL AGREEMENT

WHEREAS (this "Estoppel Agreement") is made as of the ___ day of _____, 20____, by the City of Pensacola, a municipal corporation of the State of Florida (the "City"), for the benefit of the Interested Parties defined below;

WHEREAS, the City, as lessor, and ECKO Air LLC, a Florida limited liability company, as lessee, entered into that certain lease agreement dated August 18, 2004, and thereafter amended the lease agreement by Amendment No. 1 dated March 16, 2005, Amendment No. 2 dated July 25, 2005, Amendment No. 3 dated May 25, 2010, and Amendment No. 4 dated March 31, 2017;

WHEREAS, Lease as amended was assigned to Blue Air Training LLC, a Florida limited liability company ("Blue Air") pursuant to the certain Assignment and Assumption of Lease with Consents dated May 14, 2019 by and among ECKO Air LLC, Blue Air, and the City and Blue Air thereafter entered into Amendment No. 5 dated September 3, 2020 (the original lease agreement and the five amendments identified hereinabove are referred to herein collectively as the "Lease");

WHEREAS, the Lease relates to certain real property and improvements located at Pensacola International Airport, Escambia County, Florida (the "Airport"), including a hangar and related leasehold interest as depicted on Exhibit A attached hereto and more particularly described in the Lease (the "Leased Premises");

WHEREAS, Blue Air has entered into or will enter into a transaction pursuant to which the Lease and the Leased Premises will be assigned to and assumed by The Rockhill Group, Inc., a Florida corporation ("TRG"), subject to City approval (the "Assignment");

WHEREAS, in connection with the acquisition of the Lease and related improvements, TRG obtained financing from a ServisFirst Bank Inc., an Alabama corporation (the "Lender")

WHEREAS, the Lender desirous of the City (i) consenting to the assignment of the Lease to TRG, (ii) consenting to TRG granting Lender a first-priority mortgage lien in and to TRG's interest in the Premises, and (iii) affirming that the Lease is in full force and effect.

NOW, THEREFORE, the City provides the following representations, effective as of the date of execution hereof by the City:

1. The above recitals are true and correct and are incorporated herein by reference insofar as within the City's actual knowledge.

2. The Lease is in full force and effect and has not been modified, amended, or terminated except as expressly stated herein or by written amendment.

3. No event has occurred which would constitute a default under the Lease.

4. All rent and other monetary obligations due under the Lease are paid and current through January 31, 2026. The current rent is $1,080.41/month, subject to adjustment as provided in the Lease.

5. The Lease expires on August 31, 2034, and there are no renewal options.

6. The City hereby consents to the assignment and assumption of the Lease from Blue Air to TRG.

7. The City hereby consents to a first-priority mortgage lien in and to TRG's interests in the Leased Premises under the Lease from TRG in favor of lender.

8. The Lease constitutes the entire agreement between the City and Blue Air relating to the Leased Premises, and there are no side letters or undisclosed agreements affecting the Lease.

9. This Estoppel Agreement may be recorded in the Public Records of Escambia County, Florida.

IN WITNESS WHEREOF, the City has executed this Estoppel Agreement on this the ___ day of _____ , 20____.

CITY OF PENSACOLA, a municipal corporation of the State of Florida

By:_____
D. C. Reeves, Mayor

ATTEST:

AFFIX CITY SEAL

_____
Ericka Burnett, City Clerk

Approved as to content:

_____
Matthew F. Coughlin

Airport Executive Director

Approved as to form:

JOHN DANIEL LAW, P.A.
Airport Attorney

By: _____
John P. Daniel, President

NOTARY ACKNOWLEDGMENT

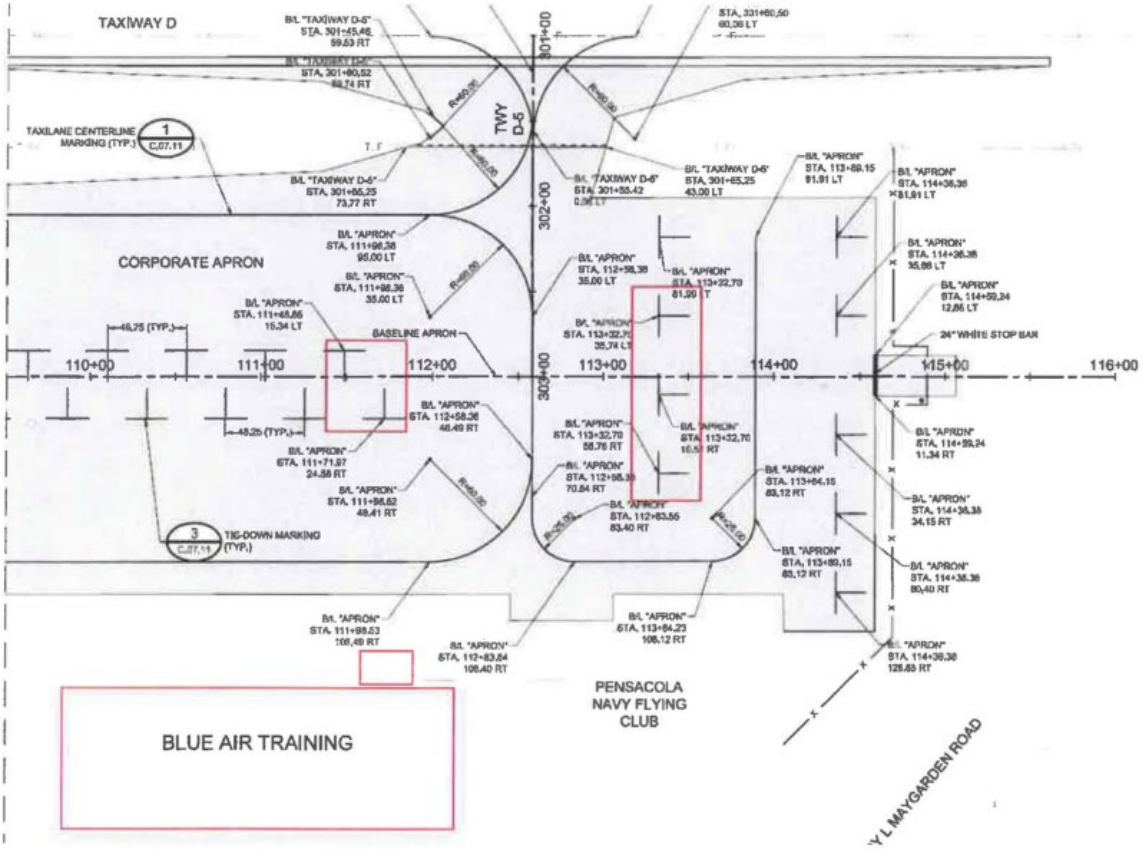
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 20____, by D. C. Reeves, Mayor of the City of Pensacola, on behalf of the City.

_____
NOTARY PUBLIC

☐ Personally Known
or
☐ Produced Identification
Type of Identification: _____

EXHIBIT A


TAXIWAY D
TWY D-5
CORPORATE APRON
BASELINE APRON
110+00
111+00
112+00
113+00
114+00
115+00
116+00
301+00
302+00
303+00
TAXILANE CENTERLINE MARKING (TYP.)
TIE-DOWN MARKING (TYP.)
24" WHITE STOP BAR
PENSACOLA NAVY FLYING CLUB
BLUE AIR TRAINING
Y L MAYGARDEN ROAD

File #: 26-65 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - ESTOPPEL AGREEMENT FOR SKYWARRIOR FLIGHT TRAINING, LLC

RECOMMENDATION:

That City Council approve an Estoppel Agreement between the City of Pensacola and Skywarrior Flight Training, LLC consenting to the collateral assignment of the Lease with Skywarrior Flight Training, LLC to The Rockhill Group, Inc. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On September 19, 2001 the City entered into a 30-year lease with Lifeguard Air Ambulance, Inc. for the purpose of constructing and operating an air transportation service that provides Air Charter and Air Ambulance Operations at the Airport. The grant of use was later amended to include Aircraft Maintenance services. The lease was ultimately assigned to Skywarrior Flight Training, Inc. on June 26, 2015. Skywarrior Flight Training, Inc. converted to a Florida limited liability company named Skywarrior Flight Training, LLC on or about August 3, 2021.

The Rockhill Group, Inc, a Florida corporation, notified staff that it has acquired or will acquire a majority interest in Skywarrior Flight Training, LLC. In order to fund the acquisition, The Rockhill Group, Inc. desires to obtain a loan from ServisFirst Bank Inc. which will be secured by a lien on their interest in the Lease Agreement. Under Article XLII of the Lease Agreement, tenant may encumber by mortgage or other security instrument its interest in the leasehold estate with the consent of the City. The attached Estoppel Agreement provides such consent as well as acknowledges that (and noting any exceptions) the lease is in full force and identifies any defaults that exist under Article XXI of the lease.

This action does not otherwise impact Skywarrior's ability to provide the required services, does not modify any terms or condition of its Lease Agreement, and is otherwise allowable under the terms of the Lease.

PRIOR ACTION:

September 19, 2001 - City entered into lease agreement with Lifeguard Air Ambulance, Inc.
July 12, 2004 - City executed Amendment No. 1.
July 6, 2010 - City executed Amendment No. 2.
March 29, 2013 - City executed Amendment No. 3.
November 13, 2014 - City executed Amendment No. 4.
June 26, 2015 - City executed Amendment No. 5.
April 19, 2016 - City executed Amendment No. 6.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/19/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Draft Estoppel Agreement

PRESENTATION: No

This instrument prepared by:
Louis A. "Trip" Maygarden
Moorhead Law Group, PLLC
217 Palafox Place, Suite 200
Pensacola, Florida 32502
File No. 25-1330

ESTOPPEL AGREEMENT

WHEREAS, the City of Pensacola ("City"), as lessor, and Lifeguard Air Ambulance, Inc., a Florida corporation ("Lifeguard"), as lessee, entered into a Lease Agreement dated September 19, 2001;

WHEREAS, the Lease Agreement was amended by Amendment No. 1 dated July 12, 2004, Amendment No. 2 dated July 6, 2010, Amendment No. 3 dated March 29, 2013, Amendment No.4 dated November 13, 2014, Amendment No. 5 dated June 26, 2015, Amendment No. 6 dated April 19, 2016, and Amendment No. 7 of even date herewith (collectively, the initial Lease Agreement, as modified by the amendments is the "Lease");

WHEREAS, the Leased Premises that are subject to the Lease are described on Exhibits A and B attached hereto and incorporated herein by reference (collectively, the "Leased Premises");

WHEREAS, the Lease was assigned to and assumed by Skywarrior Flight Training Inc., a Florida corporation pursuant to the above-referenced Amendment No. 5;

WHEREAS, Skywarrior Flight Training, Inc. converted to a Florida limited liability company named Skywarrior Flight Training, LLC ("Operator") on or about August 3, 2021, and Skywarrior Flight Training, LLC, is the current lessee under the Lease;

WHEREAS, The Rockhill Group, Inc., a Florida corporation ("TRG"), has acquired or will acquire a majority interest in Operator and certain of its affiliates (collectively, "Targets") and, in the process, will borrow the sum of Twenty-One Million Three Hundred Thousand and No/100 Dollars ($21,300,000.00) (the "Loan") from ServisFirst Bank Inc., an Alabama corporation ("Lender") (collectively, Operator, TRG, and Lender are the "Interested Parties");

WHEREAS, TRG will use a portion of the Loan to acquire a majority interest in the Targets, and will use the remainder of the Loan to assume, refinance, and restructure Operator's existing indebtedness;

WHEREAS, Lender is requiring TRG and its affiliates—including Targets—to pledge real and personal property as collateral for the Loan;

WHEREAS, the Interested Parties are desirous of the City (i) authorizing Operator to grant Lender a first-priority mortgage lien in and to Operator's interest in the Premises, and (ii) affirming that the Lease is in full force and effect.

NOW, THEREFORE, the City provides to the Interested Parties the following representations which are effective on and as of the date of execution hereof by the City:

1. The above recitals are true and correct and fully incorporated herein by reference insofar as the City has actual knowledge thereof.

2. The Lease is in full force and effect; there are no defaults that exist under the Lease; and the rent payable under the Lease is current through January 31, 2026. Notwithstanding the foregoing, for the avoidance of doubt, Operator has not paid the fees due for 2024 and 2025 in the total amount of $500.00 ($250.00 per year) for the Operating Permit originally dated October 5, 2009.

3. The current rent under the Lease is $2,179.67per month which is due on or before the tenth (10^{th}) day of each calendar month commencing February 10, 2026, and rent is subject to escalation in accordance with the Lease.

4. The Lease expires at midnight on June 30, 2035, and there are no renewal options exercisable by Operator.

5. For the avoidance of doubt, the City hereby consents to the transfer of majority ownership and control of Operator to TRG.

6. The City hereby consents a first-priority mortgage lien in and to Operator's interest in the Leased Premises under the Lease from Operator in favor of Lender. For the avoidance of doubt, the City also hereby consents to the transfer of majority ownership and control of Operator to TRG.

7. This Estoppel Agreement may be recorded in the Public Records of Escambia County, Florida

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

DRAFT

IN WITNESS WHEREOF, the City has executed this Estoppel Agreement on this the ___ day of _____ , 2026.

CITY OF PENSACOLA, a municipal corporation of the State of Florida

By:_____
D. C. Reeves, Mayor

ATTEST:

_____
Ericka Burnett, City Clerk

AFFIX CITY SEAL

Approved as to content:

_____
Matthew F. Coughlin
Airport Executive Director

Approved as to form:

JOHN DANIEL LAW P.A.,
a Florida professional association
Airport Attorney

By: _____
John P. Daniel, President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 2025, by D. C. Reeves, Mayor of the City of Pensacola, on behalf of the City.

_____
NOTARY PUBLIC

☒ Personally Known
or
☒ Produced Identification
Type of Identification Produced _____

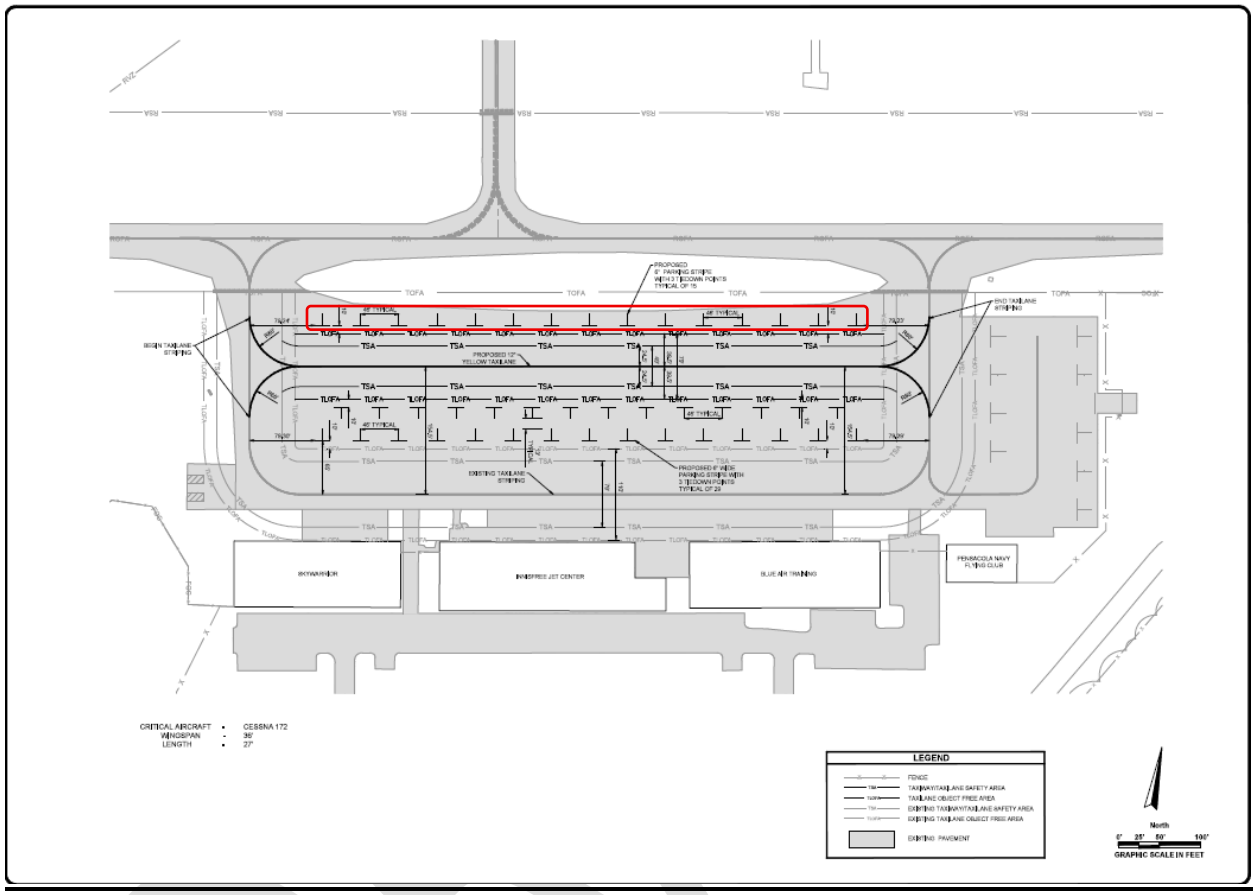
DRAFT

EXHIBIT A



DRAFT

EXHIBIT B
(Sketch showing 14 additional tie-downs)



File #: 26-66 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - AMENDMENT NO. 7 TO LEASE AGREEMENT WITH SKYWARRIOR FLIGHT TRAINING, LLC

RECOMMENDATION:

That City Council approve Amendment No. 7 to the Lease Agreement between the City of Pensacola and Skywarrior Flight Training, LLC. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the amendment and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On September 19, 2001 the City entered into a 30-year lease with Lifeguard Air Ambulance, Inc. for the purpose of constructing and operating an air transportation service that provides Air Charter and Air Ambulance Operations at the airport. The grant of use was later amended to include Aircraft Maintenance services. The lease was ultimately assigned to Skywarrior Flight Training, Inc. on June 26, 2015. Skywarrior Flight Training, Inc converted to a Florida limited liability company named Skywarrior Flight Training, LLC on or about August 3, 2021.

Amendment No. 7 to the Lease Agreement with Sky Warrior Flight Training, LLC replaces Exhibits A and B of the original agreement to better reflect leasehold changes from previous amendments. It also establishes the operational and financial framework for leasing of additional aircraft tie-down parking spaces on the corporate ramp.

PRIOR ACTION:

September 19, 2001 - City entered into lease agreement with Lifeguard Air Ambulance, Inc.
July 12, 2004 - City executed Amendment No. 1.
July 6, 2010 - City executed Amendment No. 2.

March 29, 2013 - City executed Amendment No. 3.
November 13, 2014 - City executed Amendment No. 4.
June 26, 2015 - City executed Amendment No. 5.
April 19, 2016 - City executed Amendment No. 6.

FUNDING:

N/A

FINANCIAL IMPACT:

Skywarrior Flight Training, LLC will pay an additional $1,372.00 per month for 14 additional aircraft tie-down spaces on the corporate ramp.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/19/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Draft Lease Agreement Amendment No. 7

PRESENTATION: No

AMENDMENT NO. 7 TO LEASE AGREEMENT

THIS AMENDMENT NO. 7 TO LEASE AGREEMENT (this “Amendment”) is made and entered into as of the ____ day of _____, 2025by and between **CITY OF PENSACOLA**, a Florida municipal corporation, whose address is c/o Matthew F. Coughlin, Airport Executive Director, 2430 Airport Blvd., Suite 500, Pensacola, Florida 32504 (“City”) and **SKYWARRIOR FLIGHT TRAINING, LLC**, a Florida limited liability company (successor by conversion to Skywarrior Flight Training, Inc.), whose address is 4400 Bayou Blvd., Suite 22, Pensacola, Florida 32504 (“Operator”).

WITNESSETH:

WHEREAS the City owns and operates Pensacola International Airport (“Airport”) located in Pensacola, Escambia County, Florida;

WHEREAS, City and Lifeguard Air Ambulance have entered into that certain Lease Agreement dated September 19, 2001 (the “Original Agreement”) for the leasing of certain Airport property;

WHEREAS, the Original Agreement has been amended by Amendment No. 1 dated July 12, 2004, Amendment No. 2 dated July 6, 2010, Amendment No. 3 dated March 29, 2013, Amendment No. 4 dated November 13, 2014, Amendment No. 5 dated Jun 26, 2015, and Amendment No. 6 dated April 19, 2016 (the Original Agreement and all of said amendments are hereinafter referred to collectively as the "Agreement”);

WHEREAS, the lessee’s leasehold estate and interest in, to, and under the Agreement was assigned to Skywarrior Flight Training, Inc. pursuant to Amendment No. 5 referenced above;

WHEREAS, Skywarrior Flight Training, Inc. converted to a Florida limited liability company named Skywarrior Flight Training, LLC on or about August 3, 2021, and Skywarrior Flight Training, LLC, is the current lessee (“Operator”) under the Agreement;

WHEREAS, City and Operator desire to amend the Agreement as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, City and Operator hereby agree as follows:

(1) The foregoing recitals are true and correct and are hereby incorporated herein by reference.

(2) The Agreement shall be, and hereby is, amended as follows:

DRAFT

a. Exhibit A of the Agreement is hereby replaced with Exhibit A attached to this Amendment and incorporated herein by reference.

b. Exhibit B attached to this Amendment is hereby added to the Agreement.

c. The second sentence of the first paragraph of Article I of the Agreement is hereby deleted in its entirety, and the following is hereby substituted in lieu thereof:

> "The Leased Premises are shown on Exhibits A and B which are hereby incorporated herein by reference and consist of spaces for offices, hangars, and automobile parking and four tie-down spaces, as shown on Exhibit A, plus the fourteen (14) Additional Tie-Down Spaces shown on Exhibit B as defined in paragraph (d) below. All tie-down spaces shall be used only for tie-down of aircraft owned or leased by Operator. The Operator hereby accepts the Leased Premises in "AS IS" condition, and the City makes not representations or warranties, express or implied, written or verbal, with respect to the condition of the Leased Premises or any portion thereof, patent as well as latent. Without limiting the generality of the foregoing, the City expressly disclaims any and all implied warranties of habitability, fitness for any particular purpose (including without limitation Operator's actual or intended use thereof and any use permitted by Article II of the Agreement), or tenantability."

d. Article V (TERM) of the Agreement is hereby amended to read as follows:

> "The term of this Agreement shall commence at midnight on September 1, 2001 (the "commencement date") and shall continue to midnight on June 30, 2035. The Date of Beneficial Occupancy ("DBO") is July 1, 2005. Notwithstanding the foregoing, the City may terminate this Agreement as to all or any part of the tie-down areas shown on Exhibit B (the "Additional Tie-Down Spaces") by giving not less than thirty (30) days' prior written notice to the Operator."

e. Article VI (RENT & FEES) of the Agreement is hereby amended by adding the following:

DRAFT

The Operator shall pay monthly rent for the Additional Tie-Down Space in the amount of Ninety-Eight and 00/100 Dollars ($98.00) ***per tie-down per month***, resulting in $1,372.00 per month (14 additional tie-downs multiplied by $98.00), commencing on February 1, 2026, and continuing for each and every month thereafter during the Term of this Agreement. All provisions of Article VI of the Agreement concerning ground rent shall apply to the rent for the Additional Tie-Down Space, including but not limited to the paragraph in Article VI entitled "Adjustments to Base Ground Rent", it being understood and agreed that all adjustments to the rent for the Additional Tie-Down Space shall be made pursuant to such paragraph as and when adjustments to the base ground rent are made. The ground rent for all Leased Premises other than the Additional Tie-Down Space is $ 807.67 per month as of December 1, 2025. Accordingly, commencing on the tenth day of December 2025, and continuing on the tenth (10^{th}) day of each month thereafter during the Term of this Agreement, the Operator shall pay total monthly Base Rent for the Leased Premises in the amount of $2,179.67, subject to adjustment in accordance with Article VI of the Agreement. For the avoidance of doubt, all provisions of Article VI of the Agreement not inconsistent with the foregoing provisions of this paragraph shall remain in full force and effect.

(3) Except as expressly amended by this Amendment, the provisions of the Agreement are and remain in full force and effect.

(4) The Agreement, as hereby amended, is hereby ratified and affirmed.

(5) This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

(6) This Amendment contains the entire agreement between City and Operator with respect to the subject matter hereof, and all prior negotiations, understandings, and agreements with respect to the subject matter hereof are hereby superseded.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

DRAFT

IN WITNESS WHEREOF, City and Operator have executed and delivered this Amendment as of the day and year first above written.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

ATTEST:

_____
Ericka L. Burnett, City Clerk

AFFIX CITY SEAL

Approved as to content:

_____
Matthew F. Coughlin
Airport Executive Director

Approved as to form:

JOHN DANIEL LAW P.A.,
a Florida professional association
Airport Attorney

By: _____
John P. Daniel, President

SKYWARRIOR FLIGHT TRAINING, LLC
a Florida limited liability company

By: _____
Print Name: _____
Title: _____

ATTEST:

_____
Print Name: _____
Title: _____

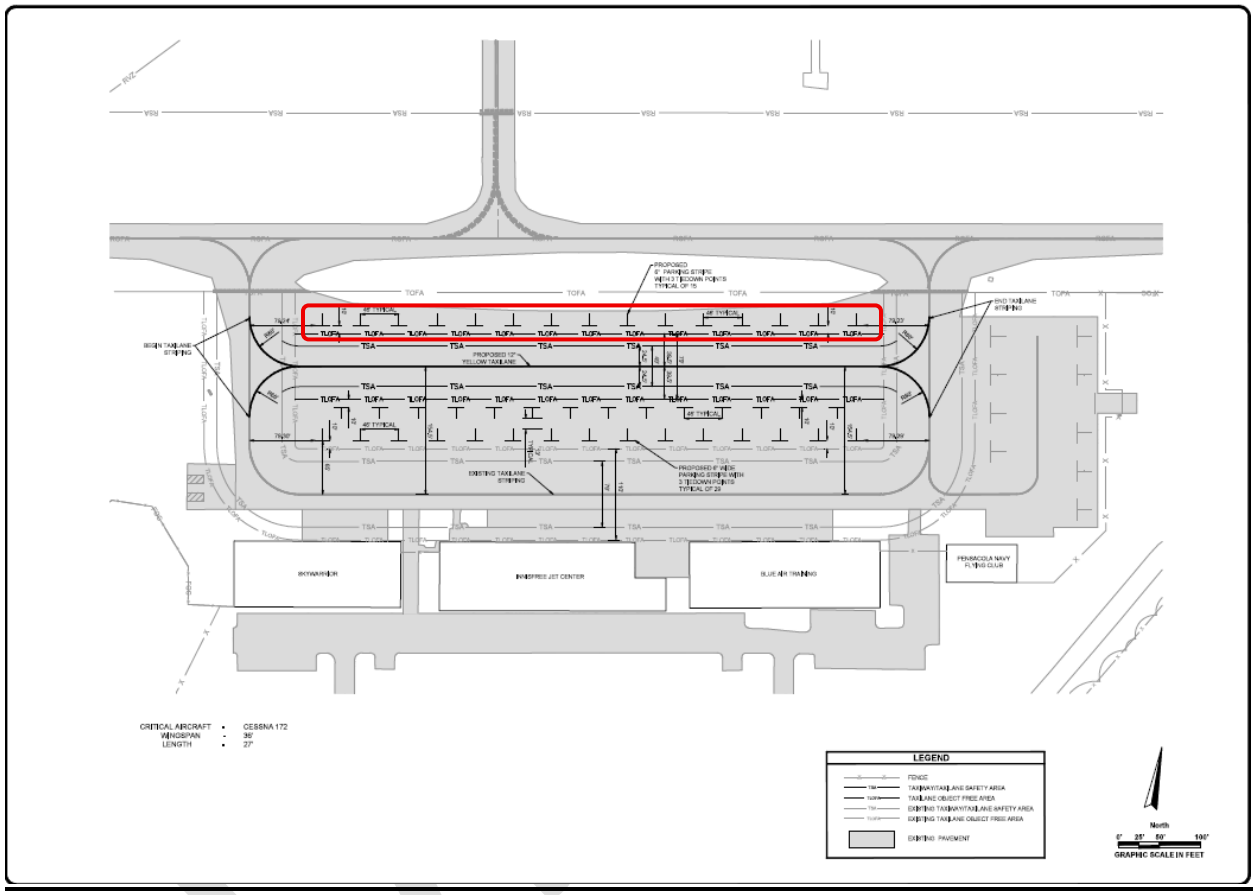
DRAFT

EXHIBIT A



DRAFT

EXHIBIT B
(Sketch showing 14 additional tie-downs)



File #: 26-45 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Teniade Broughton, Council Member

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $300 to Keyz 2 Achieve from the City Council Discretionary Funds for District 5.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Keyz 2 Achieve was established in June 2024. Their mission is to serve underprivileged youth through education and various activities designed to enhance their development and that of others in the community. They are committed to being a foundational support system, both inside and outside the classroom, to ensure the success of their members. Their model emphasizes truth and encompasses literary, social, civic, cultural and community development, while also providing essential life skills for their members' achievements and accomplishments. This year, they will host a toy drive to provide toys for children who otherwise might not receive anything for Christmas. Funds will be used towards this toy drive.

PRIOR ACTION:

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

FUNDING:

Budget: $ 1,307 FY 2025 District 5 Discretionary Funds Balance

	10,700	FY 2026 District 5 Discretionary Funds Balance
	$ 12,007	
Actual:	$ 300	Keyz 2 Achieve

FINANCIAL IMPACT:

A balance of $1,307 is currently available within the FY 2025 District 5 Discretionary Fund Account and $10,700 is available within the FY 2026 District 5 Discretionary Fund Account for a total of $12,007. Upon approval by City Council, a balance of $11,707 will remain in the District 5 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

File #: 26-91 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $500 to the Southern Youth Sports Association from the City Council Discretionary Funds for District 7.

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.

The Southern Youth Sports Association (SYSA) is a local grass-roots nonprofit organization. Their mission is to respond to the academic, social and physical needs of each child through the appropriate involvement of the community, students and staff. They are committed to the development of the full potential of each child. Their programs and activities focus on the development of responsibility, cooperation and acceptance by emphasizing the 4 B's - Bible, Books, Ball & Balance. SYSA offers basketball, cheerleading, baseball, football, tutoring, after-school and GED programs. Over a decade ago, the first Living the Dream event was held to recognize people from all walks of life and from all parts of Pensacola, who represent the ideals of Dr. Martin Luther King, Jr. through service, unity and impact. The 2026 banquet will be held Saturday, January 17, 2026, at the Brownsville Community Center. Funds will be used to offset this event.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 7,955	District 7 Discretionary Funds
Actual:	$ 500	Southern Youth Sports Association

FINANCIAL IMPACT:

A balance of $7,955 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of $7,455 will remain in the District 7 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No

File #: 26-63 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

CONSENT TO THE MAYOR'S APPOINTMENT OF TONYA BYRD AS PARKS & RECREATION DIRECTOR

RECOMMENDATION:

That City Council consent to the Mayor's appointment of Tonya Byrd to the position of Parks & Recreation Director.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #3: Support for Youth Experiences and #6: Public Spaces that Connect Communities.

The Mayor's Office began a nationwide search for the City's next Parks & Recreation Director in September 2025, receiving a total of 50 qualified applicants for the position from across the United States. After vetting all applicants, 10 were selected for initial virtual interviews, 5 moved forward to second-round virtual interviews, and 3 were selected for final in-person interviews. As a result of that process, Ms. Byrd was identified as the best and most qualified candidate for the position.

Ms. Byrd has served as the City's Assistant Parks & Recreation Director since mid-2023 and has been part of our Parks & Recreation team since relocating here 11 years ago from Clarksville, TN, where she also worked in Parks & Recreation. Since coming to Pensacola, she has advanced within the department from marketing coordinator to recreation superintendent to assistant director and, now, director. Her cover letter, resume and application are attached for your information.

PRIOR ACTION:

N/A

FUNDING:

FINANCIAL IMPACT:

Funding for the Parks & Recreation Director position is budgeted within the Parks & Recreation Department budget. No budget adjustments will be required to fund this appointment.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator

ATTACHMENTS:

1. Tonya Byrd Cover Letter
2. Tonya Byrd Resume
3. Tonya Byrd Application

PRESENTATION: No

August 25, 2025

Amy Miller
Deputy City Administrator, City of Pensacola
222 W. Main Street
Pensacola, FL 32502

Dear Ms. Miller,

I am excited about the opportunity to lead the City of Pensacola Parks and Recreation Department as your next Director. Since moving to Pensacola 11 years ago, I've witnessed its transformation into a vibrant, thriving city with enormous potential to become the premier destination on the Gulf Coast. As you know from your leadership at the Port of Pensacola, this city's rich maritime and aviation history, combined with its beautiful parks, beaches, and recreation facilities, creates a unique foundation for innovation and community enrichment.

As a Certified Parks and Recreation Professional with 25 years of experience, I bring a deep commitment to public service and a proven ability to navigate complex organizational environments. I've worked under six mayoral administrations and seven Parks and Recreation Directors, consistently adapting to evolving leadership styles while maintaining a focus on high-quality service delivery. I've led cross-functional teams to develop and implement programs that promote health and wellness, build community, celebrate diversity, and strengthen partnerships across the public and private sectors.

Throughout my career, I've demonstrated resilience and strategic leadership during times of crisis. Following the 2010 flood in Clarksville, TN, and Hurricane Sally in 2020, I successfully managed recovery efforts and helped rebuild community trust by aligning services with immediate and long-term needs. During the COVID-19 pandemic, I led the City of Pensacola's Recreation Division in pivoting to virtual and hybrid programming while retaining all full-time staff and securing five additional positions—efforts that sustained community engagement and strengthened our team's capacity.

The Parks and Recreation Department needs a leader who fosters employee engagement, cultivates a culture of excellence, and passionately advances the well-being of every resident. I would be honored to bring my experience, vision, and dedication to this role and help elevate the department as a statewide and national leader in parks and recreation services.

Thank you for your time and consideration. I welcome the opportunity to speak with you further about how I can contribute to the continued growth and success of Pensacola.

Sincerely,

Tonya Y. Byrd

Tonya Byrd, CPRP
Assistant Director, City of Pensacola Parks and Recreation

Tonya Byrd

tbyrd.4598@gmail.com
(931) 237-4598

OBJECTIVE

To lead the City of Pensacola Parks and Recreation Department through strategic leadership principles while fostering community engagement and collaboration.

EXPERIENCE

City of Pensacola Parks and Recreation Department, Pensacola FL
Assistant Parks and Recreation Director
February 2023-present, Interim Director June -October 2023

- Leads and manages the operations team overseeing 93 parks, 58 playgrounds, 21 sports fields, 9 recreation centers, seasonal pools, a senior center, and an award-winning tennis facility.
- Developing and managing the department's $12.2 M budget, ensuring fiscal responsibility and adherence to purchasing guidelines.
- Guiding Park Project staff through the administrative tasks of managing $22 million in funding for Direction 25 projects intended to restore parks throughout all seven council districts.
- Developing a financial sustainability plan to guide staff in improving our fiscal resiliency by exploring innovative funding sources and partnerships.
- Reviews and updates policies and procedures to improve operations, increase revenue, and ensure environmental stewardship.
- Engages with the community and collaborates with other departments and organizations to enhance services and expand opportunities.
- Ensures compliance with safety regulations, industry standards, and codes for all facilities and activities.
- Promotes programs and services through community events, serving on boards, and cultivating philanthropic relationships for the department.
- Prepares regular reports for city officials and governing boards on departmental activities and progress.

City of Pensacola Parks and Recreation Department, *Pensacola, FL*
Recreation Superintendent (August 2019-February 2023)

- Led the development and implementation of goals, policies, and procedures for the Recreation Division, overseeing six community centers, outdoor recreation, and a senior center.
- Secured funding through grants, including a $1.7M grant for After School Programming.

- Managed a diverse team, focusing on recruitment, performance evaluations, and employee engagement to ensure alignment with the City's goals and values.
- Developed and managed the division's budget, ensuring fiscal responsibility and alignment with City financial principles.
- Coordinated facility maintenance team to ensure community centers and surrounding park properties met safety, quality, and customer satisfaction standards.
- Implemented changes to ensure program objectives and the department's mission were met.
- Produced accurate and timely program status reports throughout the lifecycle of initiatives.
- Conducted periodic inspections to assess operations and resource needs.
- Prepared regular updates for city officials and governing boards on departmental activities, progress, and challenges.

City of Pensacola Parks and Recreation Department, *Pensacola, FL*
Marketing Coordinator (August 2014-August 2019)

- Promoted the Parks and Recreation Department and partner programs to the citizens and visitors of Pensacola. Cultivated citizen input through surveys, focus groups and social media.
- Developed marketing plans and strategies for varied services and programs to include recreation, resource centers, parks, special events, tennis, and golf. Served on all event planning committees for department-wide special events.
- Responsible for production, distribution, and media placement of advertising. Developed digital content for websites, e-blasts, and social media. Wrote press releases, prepares speeches and public announcements.
- Served as backup to City Public Information Officer 2016-2019. Co-host and content contributor for The Upside weekly YouTube City of Pensacola news show.
- Established and maintained relationships with media sponsors/partners to maximize advertising budget.
- Monitored success of marketing and public relations initiatives and made recommendations for improvements to service delivery.

Clarksville Parks and Recreation Department, *Clarksville, TN*
Deputy Director of Family Recreation and Community Engagement (December 2008-August 2014)

- Lead a dynamic team of professionals in providing outstanding recreation and leisure services to the citizens and visitors of Clarksville through Community Centers, Recreation Programming, Marketing and Public Relations, Athletics, and Aquatics

- Managed a $3.5 million division budget, oversight of purchasing activity, bid compliance, and grant management for division staff.
- Lead the department's Strategic Planning Development and Annual Reporting to Mayor and City Council 2012-2014
- Acted on behalf of Director in his/her absence.
- Developed resolutions and ordinances to be presented to the Parks and Recreation Committee and City Council.
- Hired, coached, and evaluated employees and volunteers.
- Developed administrative, operational, and financial policies and procedures.

City of Clarksville-Mayor's Office, Clarksville, TN
Public Information and Marketing Coordinator (November 2007-December 2008)

- Assisted the Communications Director with providing timely and accurate information about city government operations to media and the general public.
- Developed the marketing plans for all city-wide special events.
- Managed the activities of the 2007 and 2008 Mayor's Youth Council boards, mentoring teens in the community to develop their leadership skills.
- Served on the city's Communications Committee developing and implementing the city's re-branding efforts as Tennessee's Top Spot.

City of Clarksville-Parks and Recreation Department, Clarksville, TN
Marketing and Public Relations Supervisor/Program Specialist (September 2000-November 2007)

- Developed and implemented branding and marketing plans for Parks and Recreation special events and programs.
- Served as the department's PIO. Author of weekly Recreation Report news editorial article published by The Leaf Chronicle newspaper, author of department press releases and news copy.
- Responsible for the design, layout, and production management of all marketing publications. Coordinated media placement for special events and programs.
- Race Director for the 2003 Queen City Road Race and Event Coordinator for the Clarksville Senior Games 2003-2007.
- Managed the department's volunteer program, supervising 20 or more volunteers at any given time.

PROFESSIONAL MEMBERSHIPS, CERTIFICATIONS & INTERESTS

- Certified Parks and Recreation Professional (CPRP) and current member of the National Recreation and Parks Association (NRPA)
- Current member of Florida Recreation and Parks Association (FRPA)
- Greater Pensacola Chamber Ambassador, 2019-2022
- Past member of Pensacola State College Sport, Fitness, Recreation Management AS Program Advisory Committee

- Completed Municipal Management Academy Levels I and II, administered by Municipal Technical Advisory Service, an extension of University of Tennessee, Knoxville, 2015
- Graduate of NRPA Revenue Development and Management School, 2012
- Graduate of Leadership Clarksville, Class of 2009
- Tennessee Recreation and Parks Association member 2002-2014: 2013 Southern Region NRPA Representative, 2011 Awards Committee Chair and Conference Host Committee Member, 2010 Conference Program Committee Member and Special Events Arts and Marketing Branch Chair

EMPLOYMENT APPLICATION

PENSACOLA
FLORIDA'S FIRST & FUTURE

City of Pensacola
222 W. Main Street

Pensacola, Florida - 32502
http://www.pensacolacityjobs.com
(http://www.pensacolacityjobs.com)
Byrd, Tonya, Y
Parks & Recreation Director

Received: 8/25/25, 10:03 PM
For Official Use Only:
QUAL:_____
DNQ:_____
☐ Experience
☐ Training
☐ Other:_____

PERSONAL INFORMATION

POSITION TITLE: Parks & Recreation Director	**Job Number:** 01171
NAME: (Last, First, Middle) Byrd, Tonya, Y	**PERSON ID:** 55710802

ADDRESS: (Street, City, State, Zip Code)
8511 Myslak Way
Unit 3314
Pensacola, FL 32526

HOME PHONE:
(931) 237-4598

EMAIL ADDRESS:
Jonathansmom2020@gmail.com

HIGHEST LEVEL OF EDUCATION:
Bachelor's Degree

PREFERENCES

OBJECTIVE:
My objective is to make an impact in people's lives through sound management principles and leadership practices in the area of municipal parks and recreation services.

EDUCATION

SCHOOL NAME: Austin Peay State University		
LOCATION:(City , State) Clarksville, TN	**DID YOU GRADUATE?** ■ Yes ☐ No	**DEGREE RECEIVED:** Bachelor's
MAJOR/MINOR: Bachelor of Science		
SCHOOL NAME: Revenue Development and Management School		

LOCATION:(City , State) Wheeling, WV	**DID YOU GRADUATE?** ■ Yes ☐ No	**DEGREE RECEIVED:** Professional
MAJOR/MINOR: Revenue Development and Management		

SCHOOL NAME: Municipal Technical Advisory Service - University of Tennessee	

LOCATION:(City , State) Knoxville, TN	**DID YOU GRADUATE?** ■ Yes ☐ No	**DEGREE RECEIVED:** Professional
MAJOR/MINOR: Graduate of MTAS Municipal Management Academy		**UNITS COMPLETED:** 2

WORK EXPERIENCE

DATES: from June/2023 to Present	**EMPLOYER:** City of Pensacola Parks and Recreation Department	**POSITION TITLE:** Interim Director/Assistant Parks and Recreation Director
ADDRESS: (Street, City, State, Zip Code): 222 W. Main Street Pensacola, FL 32502		**COMPANY URL:** www.cityofpensacola.com
PHONE NUMBER: 850-436-5670	**SUPERVISOR:** Kerry Shanaghan - Interim Parks and Recreation Director	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 50	**SALARY:** $9,916.66	**# OF EMPLOYEES SUPERVISED:** 126

DUTIES:
•Providing leadership and guidance to the parks and recreation department, overseeing its day-to-day operations, and ensuring all programs and activities align with the department's mission and goals.
•Supervising and coordinating the work of department staff, including hiring, training, evaluating, and addressing any performance issues. This involves creating a positive and productive work environment.
•Developing and managing the department's budget, allocating resources appropriately, and ensuring that spending stays within approved limits.
•Leading the development and implementation of departmental policies, procedures, and guidelines to enhance the effectiveness and efficiency of operations.
•Planning, developing, and evaluating recreational programs, events, and activities to meet the diverse needs and interests of the community.
•Overseeing the maintenance and improvement of parks, recreational facilities, and amenities, ensuring they are safe and well-maintained.
•Engaging with the community, soliciting feedback, and addressing concerns or suggestions to enhance recreational services and experiences.
•Collaborating with other departments, local organizations, and community groups to expand recreational opportunities and share resources.
•Ensuring all recreational activities and facilities comply with safety regulations, codes, and industry standards.
•Promoting parks and recreational programs through various channels, including social media, press releases, and community events.
•Identifying and pursuing potential funding opportunities through grants and other sources to support new initiatives and projects. Helped secure $5.5 million grant for Fricker Resource Center redevelopment.
•Development of long-term plans for the parks and recreation department, considering future growth and community needs.
•Preparing regular reports for city officials, or governing boards to update them on departmental activities, progress, and challenges.
•Making periodic inspections to assess operation and determine needs.

REASON FOR LEAVING:
Looking for opportunities to grow my experience and use skills to advance and lead a department.

DATES: from August/2019 to February/2023	**EMPLOYER:** City of Pensacola Parks and Recreation Department	**POSITION TITLE:** Recreation Superintendent
ADDRESS: (Street, City, State, Zip Code): Pensacola, FL		**COMPANY URL:** www.cityofpensacola.com
PHONE NUMBER: 850-436-5670	**SUPERVISOR:** Adrian Stills - former Parks and Recreation Director	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**SALARY:** $5,416.66	**# OF EMPLOYEES SUPERVISED:** 75

DUTIES:
* Member of the senior management team leading the development and implementation of goals, objectives, policies, and procedures for the Recreation

Division of the department. Service areas include six community centers, outdoor recreation operations, and a senior center.

* Managed a diverse team with a wide array of talents and responsibilities. Hired, coached, and evaluated employee performance to ensure excellent service delivery. Promoted employee engagement to ensure that employees were committed to the City's goals, mission, and values.

* Developed and implemented division budget to ensure expenditures and future planning are following City financial principles.

* Identifying and pursuing potential funding opportunities through grants and other sources to support new initiatives and projects. Secured $1.6M grant for After School Programming.

* Coordinated facility maintenance through Public Works to ensure well- maintained community centers were available to the public daily. Ensured goals were met in areas of customer satisfaction, safety, quality, and employee performance.

* Implemented changes and interventions to ensure program goals and department mission were achieved.

* Produced accurate and timely reporting of program status throughout its life cycle.

* Made periodic inspections to assess operation and determine needs.

* Prepared regular reports for city officials, or governing boards to updated them on departmental activities, progress, and challenges.

REASON FOR LEAVING:
Promoted to Assistant Parks and Recreation Director

DATES: from August/2014 to August/2019	**EMPLOYER:** City of Pensacola Parks and Recreation Department	**POSITION TITLE:** Marketing Coordinator
ADDRESS: (Street, City, State, Zip Code): 222 W. Main Street Pensacola, FL 32502		**COMPANY URL:** www.cityofpensacola.com
PHONE NUMBER: 850-436-5670	**SUPERVISOR:** Brian Cooper - Director of Parks and Recreation	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**SALARY:** $4,000.00	

DUTIES:
* Promoted the Parks and Recreation Department and partner programs to the citizens and visitors of Pensacola. Cultivated citizen input through surveys, focus groups and social media.

* Developed marketing plans and strategies for varied services and programs to include recreation, resource centers, parks, special events, tennis, and golf.

Served on all event planning committees for department-wide special events.

* Responsible for production, distribution, and media placement of advertising.

Developed digital content for websites, e-blasts, and social media. Wrote press releases, prepares speeches and public announcements.

* Served as backup to City Public Information Officer 2016-2019. Co-host and content contributor for The Upside weekly YouTube City of Pensacola news show.

* Established and maintained relationships with media sponsors/partners to maximize advertising budget.

* Monitored success of marketing and public relations initiatives and made recommendations for improvements to service delivery.

REASON FOR LEAVING:
Promoted to Recreation Superintenendent

DATES:	**EMPLOYER:**	**POSITION TITLE:**
from December/2008 to August/2014	Clarksville Parks and Recreation Department	Deputy Director of Family Recreation and Community Engagement
ADDRESS: (Street, City, State, Zip Code): 102 Public Square Clarksville, TN 37040		**COMPANY URL:** www.cityofclarksville.com
PHONE NUMBER: 931-645-7476	**SUPERVISOR:** Mark Tummons - Director of Parks and Recreation	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**SALARY:** $5,416.00	**# OF EMPLOYEES SUPERVISED:** 60

DUTIES:
August 2014)
---
* Lead a dynamic team of professionals in providing outstanding recreation and leisure services to the citizens and visitors of Clarksville through Community
Centers, Recreation Programming, Marketing and Public Relations, Athletics, and Aquatics
* Managed a $3.5 million division budget, oversight of purchasing activity, bid compliance, and grant management for division staff.
* Lead the department's Strategic Planning Development and Annual Reporting to Mayor and City Council 2012-2014
* Acted on behalf of Director in his/her absence.
* Developed resolutions and ordinances to be presented to the Parks and Recreation Committee and City Council.
* Hired, coached, and evaluated employees and volunteers.
* Developed administrative, operational, and financial policies and procedures.

City of Clarksville-Mayor's Office,

REASON FOR LEAVING:
Moved to Gulf coast for opportunities and advancement.

DATES:	**EMPLOYER:**	**POSITION TITLE:**
from November/2007 to December/2008	City of Clarksville -Mayor's Office	Public Information and Marketing Coordinator
ADDRESS: (Street, City, State, Zip Code): One Public Swuare Clarksville, TN		**COMPANY URL:** www.cityofclarksville.com
PHONE NUMBER: 931-645-7444	**SUPERVISOR:** Missy Wooten Graham - Communications Director	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**SALARY:** $4,000.00	

DUTIES:
Mayor's Office, Clarksville, TN
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* Promoted the city's Special Events to the Clarksville-Hopkinsville-Ft. Campbell MSA and state-wide.
* Assisted the Communications Director with providing timely and accurate information about city government operation to media and the general public.
* Developed the marketing plans for all city-wide special events.
* Served on the Riverfest Entertainment and Activities committees 2007-2008. ;
* Managed the activities of the 2007 and 2008 Mayor's Youth Council boards, mentoring teens in our community to develop their leadership skills.
* Served on the city's Communications Committee developing and implementing the city's re-branding efforts as Tennessee's Top Spot.

REASON FOR LEAVING:
Promoted to Deputy Director of Parks and Recreation

DATES:	**EMPLOYER:**	**POSITION TITLE:**
from October/2000 to November/2007	Parks and Recreation Department	Marketing and Public Relations Supervisor/Program Specialist
ADDRESS: (Street, City, State, Zip Code): 102 Public Square Clarksville, TN		**COMPANY URL:** www.cityofclarksville.com
PHONE NUMBER: 931-645-7476	**SUPERVISOR:** Jo Huber - Special Events Supervisor	**MAY WE CONTACT THIS EMPLOYER?** ■ Yes ☐ No
HOURS PER WEEK: 40	**SALARY:** $3,500.00	

DUTIES:
- Developed and implemented branding and marketing plans for Parks and Recreation special events and programs.
- Served as the department's PIO. Author of weekly Recreation Report published by The Leaf Chronicle newspaper, department articles and press releases.
- Responsible for the design, layout, and production management of all marketing publications
- Coordinated media placement for special events and programs.
- Race Director for the 2003 Queen City Road Race and Event Coordinator for the Clarksville Senior Games 2003-2007.
- Managed the department's volunteer program, supervising 20 or more volunteers at any given time. coordinated media placement for special events and programs.

REASON FOR LEAVING:
Internal promotion

CERTIFICATES AND LICENSES

TYPE:
Certified Parks and Recreation Professional

DATE ISSUED:	EXPIRATION DATE:	NUMBER:	ISSUING AGENCY:
September 2023	September 2025	38015	National Recreation and Parks Association

SKILLS

OFFICE SKILLS:
Nothing Entered For This Section

OTHER SKILLS:
Nothing Entered For This Section

LANGUAGE(S):
Nothing Entered For This Section

SUPPLEMENTAL INFORMATION
Nothing Entered For This Section

REFERENCES

REFERENCE TYPE:	NAME:	POSITION:
Professional	Lisa Clayton	Director of Parks and Recreation - City of Franklin, TN

ADDRESS: (Street, City, State, Zip Code)
109 3rd Avenue South

Franklin, TN 37064

EMAIL ADDRESS:	PHONE NUMBER:
lclayton@franklintn.gov	615 794-2103

REFERENCE TYPE:	NAME:	POSITION:
Professional	Lanny Goodwin	Director of Parks and Recreation - Pigeon Forge, TN

ADDRESS: (Street, City, State, Zip Code)
170 Community Center Drive

Pigeon Forge, TN 37868

EMAIL ADDRESS:	PHONE NUMBER:
lgoodwin@cityofpigeonforgetn.gov	865-429-7373

REFERENCE TYPE:	NAME:	POSITION:
Professional	Mark Tummons	Director of Parks and Recreation - Leander, TX

ADDRESS: (Street, City, State, Zip Code)
406 Municipal Drive

Leander, TX 78641

EMAIL ADDRESS:
recman1@yahoo.com

PHONE NUMBER:
931-320-7394.

Agency - Wide Questions

1. PERSONAL INFORMATION

Are you a citizen of the United States?
Yes

2. If no, do you have a legal right to work in the U.S.?

3. Desired Salary
$145,000-$150,000

4. If a specific work schedule has been included in the recruitment posting, are you available to work during the days, times, and/or shifts as indicated?
Yes

5. Do you have a valid driver's license?
Yes

6. Driver License State
FLORIDA

7. Do you have a current valid Commercial Driver's License?
No

8. If Yes, what class?

9. List of endorsements

10. List of restrictions

11. ACKNOWLEDGMENT STATEMENTS
If you understand and agree with the statement, please confirm by answering each statement below.

If you retired from a State of Florida administered retirement plan (FRS) within the past year, your retirement benefits may be severely impacted if re-employed by an FRS covered employer such as the City of Pensacola. Have you retired from such a plan in the past year?
No

12. Have you worked for the City of Pensacola before?
Yes

13. If you have worked for the City of Pensacola before, where and when?
Currently employed

14. Do you have relatives working for the City of Pensacola?
Yes

15. **If so, provide the names of all relatives and their relationship to you (i.e., spouse, parent, child, grandparent, grandchild, sibling, in-law, niece, nephew, aunt, uncle, step parent, step child, step sibling, cousin, or any other member of your household, etc.)**
Amy Miller, 4th or 5th cousin

16. **VETERAN PREFERENCE: A DD214 or approved documentation from your current commanding officer (for current members of any reserve component of the United States Armed Forces or the Florida National Guard) that provides service dates, discharge type (if applicable), and honorable serving status (if currently serving). If claiming disability preference, a DD214 and a letter from the Department of Veterans' Affairs that states the percentage of disability are required. By making a selection below, I understand it is my responsibility to provide documentation with this application. If I need assistance, I can call 850-435-1660. I am claiming veteran's preference.**
No

17. **If you are claiming veteran preference based upon your own personal military service, do you have an honorable serving status (if currently serving in any reserve component of the United States Armed Forces or the Florida National Guard) or was your discharge from active duty in the United States military under honorable conditions?**
Not Applicable

18. **How did you learn about this job?**
Other

19. **I understand the minimum qualifications and the starting salary, and if I have any questions about either, I will contact Human Resources at 8504351660.**
I agree I have thoroughly read the information contained in the job bulletin for this posting.

20. **It is my responsibility to document my work experience, education, etc. in the sections of the online application (not refer to a resume) to show that I meet the minimum qualifications. And, I must provide proof of required education, certifications, licenses, etc.**
I understand that I must qualify for the position for which I am applying.

21. **The City of Pensacola conducts background and driver license checks as required for each position.**
I hereby authorize the collection of this information as part of the employment or promotional screening process.

22. **If claiming Veterans' Preference, I certify that I am qualified to claim Veterans' Preference under the category checked below:**

Job Specific Supplemental Questions

1. **Did you graduate from an accredited college or university with a Bachelor's Degree in the appropriate discipline?**
Yes

2. **Do you have seven (7) years of pertinent experience, five (5) of which must have been in a senior management capacity or a combination of education, training, and/or work experience equal to or higher than the requirements listed?**
Yes

3. **Do you have a Master's degree in Recreation Management, Parks and Recreation Management, or related field (preferred, but not required).**
No

4. **Do you have a Parks and Recreation Professional (CPRP) Certification?**
Yes

By clicking Accept & Submit, I certify that all statements made here and attached to, are correct, true, and complete to the best of my knowledge. I understand that I am responsible for the accuracy and completeness of information and that any omissions, falsifications, misstatements, or misrepresentation could disqualify me for employment and if hired, could be grounds for dismissal later. I consent to the release of information to authorized City employees for employment purposes, information about my ability, employment history, and fitness for employment by employers, schools, law enforcement agencies, and other individuals and organizations; this consent continues into my employment if hired. I understand that a background check may be required for this position and that I may be required to disclose information regarding my background and ability to perform the job for which I am applying. Based on the requirements of the position, certain criminal activity could exclude me from employment consideration. I consent to the release of background and/or criminal history for employment purposes. I understand the City of Pensacola is a Drug-Free Workplace (FL Statute 112.0455) and that I agree to be tested for controlled substances; refusing to submit or a positive test result will eliminate me from consideration under this announcement. After an offer of employment, I consent to be medically examined. I release the City, its officers, agents, and employees from liability arising from or in connection with a medical exam, the use of test results as part of the application process, the background investigation, and polygraph (if applicable). I understand the application submitted for City employment and information obtained about me may be public record unless exempted by law; if I am eligible for exemption under Chapter 119, Florida Statutes, I am responsible for notifying Human Resources. Effective 8/1/2014, the City of Pensacola is an E-Verify employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). I understand, that if hired, my employment eligibility will be verified through E-Verify.

This application was submitted by Byrd, Tonya, Y

Signature_____

Date_____

File #: 26-68 | Agenda Conference | 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

REVISED: PROPOSED LAND USE RESTRICTION AGREEMENT (LURA) TEMPLATE FOR ONGOING COMPLIANCE MONITORING OF PROJECTS UTILIZING LIVE LOCAL ACT (LLA)

RECOMMENDATION:

That City Council approve the proposed Land Use Restriction Agreement (LURA) template for the ongoing compliance monitoring of projects utilizing Florida's Live Local Act (LLA), and authorize the Mayor to negotiate and execute Land Use Restriction Agreements consistent with the intent and requirements of the Live Local Act and subject to review and approval by the City Attorney's Office.

SUMMARY:

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

In 2023, the State of Florida enacted legislation to encourage the development of affordable housing by allowing local governments to administratively approve increases to density and building height and reductions to parking requirements for qualifying projects. As a condition of the administrative deviation from the zoning district requirements, the projects must maintain their affordability for a period of not less than 30 years. As such, the local jurisdictions must create a process by which this condition is monitored for compliance.

The City of Pensacola intends to implement a multi-step process with the initial step beginning with Development Services Department staff confirming the development standards through a zoning verification. Once the developer moves forward with the project with the submittal of a construction permit, Development Services Department staff will complete the Land Use Restriction Agreement (LURA) before sending it to the City Attorney's Office for final review. Once approved by the City Attorney's Office, Development Services staff will send the completed form to the applicant. The applicant will return the form to the Development Services Department for execution. No permits will be issued until the LURA has been executed. The final step is the long-term monitoring, which will be overseen by Economic Development Department staff.

The City's proposed LURA was prepared using a template provided to all Florida jurisdictions by the attorney for the Florida Housing Coalition, Kody Glazer. While there are some deviations specific to Pensacola, a significant portion of the City's proposed LURA is standard form language being utilized by other Florida jurisdictions.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

The City will be compensated with an annual monitoring fee in the amount of $150.00 per Affordable Unit.

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Associate City Administrator
Sherry Morris, Development Services Director
Erica Grancagnolo, Economic Development Director
Leslie Statler, Development Services Coordinator
Ann Teston, Incentives & Land Development Program Manager

ATTACHMENTS:

1. Proposed Template

PRESENTATION: No

LAND USE RESTRICTION AGREEMENT

for

AFFORDABLE MULTIFAMILY RENTAL DEVELOPMENT IN AREAS ZONED FOR COMMERCIAL, INDUSTRIAL, OR MIXED USE IN COMPLIANCE WITH CHAPTER 2023-17, LAWS OF FLORIDA, THE LIVE LOCAL ACT

between

THE CITY OF PENSACOLA, FLORIDA

and

[PROPERTY OWNER]

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "LURA" or "Agreement") is made and entered into as of this _____ day of _____, 20__ (the "Effective Date") by and between the **CITY OF PENSACOLA**, a Florida municipal corporation (hereinafter referred to as the "City") and **[Property Owner]**, a [state] [corporate structure] for itself and its successors, assigns, and agents (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, the Developer is the owner in fee simple of that certain real property located in Pensacola, Florida, located at _____ (address), as legally described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as the "Property"; and

WHEREAS, the Property is zoned for commercial, industrial, or mixed-use development; and

WHEREAS, pursuant to section 166.04151(7) of the Florida Statutes, as created by Chapter 2023-17, Laws of Florida (the "Live Local Act"), a municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial or mixed use if at least 40 percent (40%) of the residential units in the proposed multifamily or mixed-use rental development are, for a period of at least 30 years, affordable as defined in section 420.0004 of the Florida Statutes; and,

WHEREAS, the Developer seeks to develop the Property with multifamily or mixed-use affordable rental housing utilizing the Live Local Act's land use tool at section 166.04151(7) (2025) of the Florida Statutes; and

WHEREAS, in compliance with the Live Local Act, the Developer agrees to restrict at least 40 percent (40%) of the total number of residential units to be developed on the Property as affordable housing, as defined herein; and

WHEREAS, to maintain compliance with the Live Local Act, the Developer and the City wish to ensure that the restricted units are maintained as affordable housing for a period of not less than thirty (30) years, regardless of any subsequent changes in ownership of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Developer do hereby contract and agree as follows:

ARTICLE 1

Recitals

The recitals set forth above are true and correct and incorporated into this LURA by reference.

ARTICLE 2

Definitions

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below:

a. **"Adjusted Gross Income"** means all wages, assets, regular cash or noncash contributions or gifts from persons outside the Eligible Household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under s. 62 of the Internal Revenue Code, as amended.

b. **"Affordable"** means that monthly rents including taxes, insurance, and utilities do not exceed 30 percent (30%) of that amount which represents the percentage of the annual median Adjusted Gross Income for an Eligible Household.

c. **"Affordable Unit(s)"** means those Dwelling Units that are Affordable to an Eligible Household. Affordable Unit(s) need not be limited to particular designated Dwelling Units within the Project but may be floating units that change over time. If the Project, as defined herein, is developed with the Maximum Number of Units, the number of Affordable Units within the Project shall be no fewer than _____ (___) Affordable Units.

d. **"Dwelling Units"** means the residential rental units within the Project, including Affordable Units and those units which are market-rate. The Project is approved for no more than _____ (___) Dwelling Units (the "**Maximum Number of Units**"), of which at least 40 percent (40%) shall be Affordable Units.

e. **"Eligible Household"** means one or more natural persons or a family, the total annual adjusted gross household income of which is at or less than 120 percent

(120%) of the median annual Adjusted Gross Income, as posted annually by the Florida Housing Finance Corporation, for households within Escambia County.

f. **"Market Rate Units"** means the Dwelling Units in the Project which are not designated as Affordable Units.

g. **"Project"** means multifamily rental housing development on the Property for which the Developer is applying to obtain site development or subdivision approval from the City.

ARTICLE 3

Affordability Period

The Affordability Period shall commence upon the issuance of the first certificate of occupancy for the Project, and end after a period of no less than thirty (30) years from the last certificate of occupancy for the Project.

ARTICLE 4

Use and Occupancy of the Property

The Developer shall comply with the following restrictions regarding the use and occupancy of the Property for the duration of the Affordability Period as defined and established in Article 3 of this Agreement. These covenants shall run with the land until the end of the thirty-year affordability period and shall be binding on all parties and persons claiming under them.

Section 4.1 Use of Property. The Developer shall develop and maintain the Project as a multifamily or mixed-use rental housing development and shall rent and hold available for rental no fewer than 40 percent (40%) of the Dwelling Units as Affordable Units for rent exclusively to Eligible Households. If the property is a mixed-use residential project, at least sixty-five percent (65%) of the total square footage of the property must be for residential purposes.

Section 4.2 Developer Responsible for Income Verification. For each Affordable Unit, the Developer shall be responsible for (a) accepting rental applications and determining and verifying the Adjusted Gross Income of prospective tenants to ensure such tenants qualify as an Eligible Household, and (b) confirming on an annual basis that each Eligible Household continues to meet the applicable eligibility requirements. Adjusted Gross Income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination or recertification.

Section 4.3 Affordable Rents. Rents for all Affordable Units shall be Affordable to the Eligible Household occupying the Affordable Unit. The Developer must determine the "affordable rent" for each Affordable Unit based on the tenant's adjusted annual

household income and total monthly utilities in accordance with section 420.0004 of the Florida Statutes.

Section 4.4 Affordable Units Must be Comparable, Equitably Treated, and Floating. The Affordable Units shall be intermixed with, and not segregated from, the Market Rate Units in the Project. At all times, the Affordable Units must be at least reasonably comparable in terms of size, features, finishes, and number of bedrooms to the Market Rate Units. The bedroom mix of Affordable Units shall be proportional to the bedroom mix of Market Rate Units in the Project. In no event shall less than 25% of the Affordable Units contain 2 or more bedrooms. Eligible Households shall not be excluded from, or provided disparate access to, any amenities or services offered to Market Rate tenants. Disparate treatment of tenants based on Affordable Unit status is expressly prohibited, including, but not limited to, requiring Affordable Unit tenants to use separate entrances, restricting them to specific floors or building areas, or providing different or lesser-quality services, features, views, light, air, or access. Affordable Units shall be designated as floating units rather than permanently fixed units. The Developer shall ensure that the required number of Affordable Units is preserved at all times by designating the first available Dwelling Unit that becomes vacant within the Project as an Affordable Unit, if necessary, to maintain the minimum required percentage of Affordable Units under this Agreement. The Developer shall document and report in its Annual Report to the City any changes in designation of Affordable Units, along with verification that the required minimum percentage of Affordable Units is preserved at all times.

Section 4.5 Vertical and Horizontal Unit Distribution Required. The Affordable Units shall be located on no fewer than 65% of the Project's residential stories, and be reasonably distributed among the lower, middle, and upper thirds of the Project's residential stories. In no event shall more than 50% of the required Affordable Units be located within the lowest one-third of the Project's residential stories, nor shall more than 50% of the required Affordable Units be located within any single third of the Project's residential stories. For purposes of this section, 'thirds' shall mean an approximately equal division of the total number of residential stories (i.e., for a 16-story building, floors 1-5, 6-11, and 12-16). Additionally, Affordable Units shall be reasonably dispersed so as not to cluster all Affordable Units in a single wing, corridor, or portion of any residential story.

Section 4.6 No Conflict of Interest. No Affordable Unit shall be occupied by the Developer or any person related to or affiliated with the Developer or the operator of the Project.

Section 4.7 What Happens if an Eligible Household's Income Exceeds 120% AMI. If, upon annual income recertification, the Developer determines that the Adjusted Gross Income of an Eligible Household occupying an Affordable Unit exceeds one hundred twenty percent (120%) of Area Median Income (AMI), then:

a. The Developer may increase the rent for such Eligible Household to the current Market Rate Rent for that Affordable Unit, provided that the Developer gives the Eligible

Household not less than sixty (60) days' written notice prior to the effective date of the rent increase.

b. Notwithstanding subsection (a), the Affordable Unit occupied by the Eligible Household whose income exceeds 120% AMI shall no longer be considered an Affordable Unit for purposes of satisfying the affordability requirements of this Agreement. The Developer shall, at the next available opportunity, designate another comparable Dwelling Unit within the Project as an Affordable Unit, such that the total number of Affordable Units required by this Agreement is preserved at all times.

c. For purposes of this Section, "next available opportunity" means the next Dwelling Unit within the Project that becomes vacant and available for re-rental, regardless of whether such Dwelling Unit was previously designated as Affordable or Market Rate.

d. The Developer shall document any such change in designation, including the removal of an Affordable Unit and the designation of a replacement Affordable Unit, in accordance with the recordkeeping requirements of Section 5.1(e), and shall include this information in its Annual Report to the City under Section 5.2.

Section 4.8 Non-Discrimination. The Developer shall not discriminate against any tenant or applicant for tenancy in an Affordable Unit on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, or gender identity.

ARTICLE 5

Compliance Monitoring

Section 5.1 Required Recordkeeping. The Developer shall maintain complete and accurate income records pertaining to each Eligible Household occupying an Affordable Unit. These records must be updated annually and shall be maintained for at least five (5) years following the date of each such record.

At a minimum, Developer shall maintain the following records for each occupied Affordable Unit:

a. An Eligible Household's complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income and asset information for each household member;

b. A copy of the lease agreement listing the term of tenancy, the rent, and identifying each tenant residing in the Affordable Unit;

c. Verification that the household is an Eligible Household as defined herein;

d. Verification that the Eligible Household's rent is Affordable as defined herein; and

e. A running log of Affordable Unit designations maintained in compliance with Section 4.4, documenting (i) the specific Dwelling Units designated as Affordable Units during the reporting period, (ii) any conversions of Market Rate Units to Affordable Units, (iii) any conversions of Affordable Units to Market Rate Units following a household's income exceeding one hundred twenty percent (120%) AMI, and (iv) verification that the required minimum percentage of Affordable Units has been preserved at all times.

Section 5.2 Annual Reporting. Throughout the duration of this Agreement, the Developer shall provide an Annual Report to the City's Economic Development Department by October 1st of each year. The Annual Report shall provide the following information regarding each Affordable Unit: (a) unit address; (b) number of persons residing in each Affordable Unit; (c) the Adjusted Gross Income of the persons residing in the Affordable Unit; (d) the monthly rent charged; (e) identification of any changes in designation of Affordable Units pursuant to the floating unit requirement under Section 4.4, including verification that the required minimum percentage of Affordable Units has been preserved at all times; (f) a floor-by-floor identification of Affordable Unit locations; (g) verification of compliance with vertical and horizontal distribution requirements; (h) a breakdown of the bedroom mix of Affordable Units compared to Market Rate Units; and (i) any other information reasonably required to insure compliance with this LURA and requested by the City. The Developer shall permit the City or its designee to inspect all records, in person or virtually, including but not limited to financial statements and rental records, pertaining to Affordable Units upon reasonable notice and within normal working hours, and shall submit to the City such documentation as required by the City to document compliance with this Agreement.

Section 5.3 Monitoring and Inspection. The Developer shall permit the City or its designee to inspect all records, including but not limited to financial statements and rental records, pertaining to Affordable Units upon reasonable notice and within normal working hours, and shall submit to the City such documentation as required by the City to document compliance with this LURA. The City may, from time to time, make or cause to be made inspections of the Affordable Units and Project rental records to determine compliance with the conditions specified herein. The City shall notify the Developer prior to scheduled inspections, and the Developer shall make any and all necessary arrangements to facilitate the City's inspection. The City may make, or cause to be made, other reasonable entries upon and inspections of the Property, provided that the City shall give the Developer notice prior to any such inspection, specifying reasonable cause therefore related to the City's interest in enforcing this LURA.

Section 5.4 Monitoring Fee. To reimburse the City for the cost of monitoring compliance with this Agreement, the Developer shall pay to the City an annual monitoring fee in the amount of $150.00 per Affordable Unit, or such other amount as may be established by resolution of the City Council from time to time. The City may adjust the Monitoring Fee to reflect increases in administrative costs, provided that any such adjustment does not exceed the annual percentage change in the Consumer Price Index for All Urban

Consumers (CPI-U), U.S. City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The City will provide the Owner with at least thirty (30) days' written notice before any adjusted Monitoring Fee becomes effective.

The monitoring fee shall be due on or before the due date for submission of the Annual Report. Failure to timely pay the monitoring fee shall constitute a default under this Agreement, subject to the remedies provided herein.

ARTICLE 6

Enforcement and Remedies

If the Developer violates any of the terms and conditions of this LURA or breaches a restriction, warranty, covenant, obligation or duty set forth herein, and if such violation or breach remains uncured for a period of thirty (30) days after written notice thereof, the City shall be entitled, in its sole discretion, to any or all of the remedies described below:

a. If the City determines that the Developer has taken and diligently continues corrective action and that the breach cannot be corrected within the thirty (30) day period, the City may, in its sole discretion, allow the Developer up to six (6) months after first notice to cure the breach.

b. The City may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance. The City shall be entitled to recover its costs and expenses and reasonable attorneys' fees in any such judicial proceeding where the City shall prevail.

c. The City may require that the Annual Report required pursuant to Section 5.2 hereof be provided quarterly for so long as the City deems reasonable and necessary.

d. In the event that the violation or breach requires that the City undertake additional monitoring of the Project, the City, in its sole discretion, may require the Developer to pay to the City a compliance monitoring fee for supplemental monitoring in the amount necessary to reimburse the City for performing such supplemental monitoring. This fee shall be in addition to, and distinct from, any reimbursement of costs and legal fees to which the City may be entitled as a result of judicial enforcement action and any fines payable to the City and shall be payable without respect to whether the City undertakes or succeeds in judicial enforcement or code enforcement activities. The City's right to be compensated for additional monitoring shall, at the City's discretion, extend for a period of up to two years following the most recent finding of noncompliance with this LURA. The City shall submit written fee statements to the Developer on a quarterly basis which shall be paid by the Developer within thirty (30) days of receipt.

e. The provisions hereof are imposed upon and made applicable to the land and shall run with the land and shall be enforceable against the Developer or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation.

f. Any failure of the City to enforce this LURA shall not be deemed a waiver of the right to do so thereafter.

g. Enforcement of Section 4.7 (Household Income Exceeding 120% AMI). If the Developer fails to comply with the requirements of Section 4.7 by (i) timely increasing rent to Market Rate Rent upon determination that a Household's income exceeds one hundred twenty percent (120%) of AMI, or (ii) timely designating the next available Dwelling Unit as an Affordable Unit to preserve the total number of Affordable Units required under this Agreement, then the City may, in addition to the remedies provided herein:

1. Require the Developer to pay liquidated damages in the amount of $250.00 per unit per day for each day the Affordable Unit count falls below the required minimum until compliance is achieved;

2. Withhold or suspend any approvals, permits, or incentives granted in connection with the Project until such time as the Developer cures the noncompliance;

3. Require the Developer, at its sole expense, to designate as Affordable the next two (2) Dwelling Units that become available, in order to remedy the period of noncompliance and ensure long-term preservation of affordability.

The remedies set forth in this subsection (g) are cumulative and may be pursued in addition to, or in lieu of, any other remedies available under this Agreement, at law, or in equity.

h. Cross-Project Remedies. In addition to the remedies provided herein, if the Developer or any affiliate thereof is in material default under this Agreement, the City may, in its sole discretion, withhold or deny approvals, permits, or financial incentives for other projects owned or controlled by the Developer or its affiliates within the City until such default is cured.

ARTICLE 7

Covenants Run with the Land

Section 7.1 Covenants Run with the Land. All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the City its successors and assigns, against the Developer, its successors and assigns, to or of the Property or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or the Project or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set

forth in such contract, deed or other instruments. If a portion or portions of the Property or the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Property or the Project.

Section 7.2 Notice of Intent to Sell or Otherwise Transfer the Property and Subsequent Transfer. Developer agrees to provide written notice to the City upon the intent to sell or otherwise transfer the Property. In the event of a sale or transfer of ownership of the Property, Developer agrees to provide written notice to the City with contact information regarding the new owner. The City shall coordinate with any successors and assigns to ensure the affordability terms contained in this agreement continue throughout the affordability term.

Section 7.3 Assumption Agreement Requirement. As a condition of sale, transfer, or assignment of the Property, the Developer shall require the purchaser, transferee, or assignee to execute and record with the Escambia County Clerk of Court an Assumption Agreement in form acceptable to the City, expressly assuming and agreeing to comply with all obligations under this LURA.

ARTICLE 8

Recordation, Effective Date, and Duration

Section 8.1 Recordation. This Agreement shall be recorded in the Official Records of Escambia County, Florida by the Developer at its sole expense. A certified copy of the recorded Agreement shall be provided to the City's Economic Development Department within ten (10) days of receipt of the executed Agreement.

Section 8.2 Effective Date. This Agreement shall become effective as of the date set forth above.

Section 8.3 Duration. This Agreement and the restrictions provided herein shall run with the Property and remain in effect for a period of at least thirty (30) years from the effective date set forth above. Upon conclusion of the thirty-year (30) affordability period, the covenants herein shall be deemed satisfactory complied with unless documents properly and timely recorded with the Escambia County Clerk of Court indicate otherwise, and the City and the Developer will execute a recordable document further evidencing such termination.

ARTICLE 9

Modification

The City and its successors and assigns and Developer and the successors and assigns of Developer in and to all or any part of the fee title to the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than fee simple in the Property. Any

amendment or modification to this LURA must be in writing and signed by the City and the Developer, or their successors and assigns.

ARTICLE 10

Miscellaneous Provisions

Section 10.1 Notice. All notices which may be given pursuant to this LURA shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

CITY:

City of Pensacola
c/o City Administrator
222 West Main Street
Pensacola, FL 32502

[PROPERTY OWNER]:

_____
_____
_____

Section 10.2 Indemnification. The Developer shall indemnify, defend, and hold harmless the City, its officers, and employees from and against all claims, damages, liabilities, or expenses arising out of or related to the Developer's performance or nonperformance of this Agreement.

Section 10.3 Severability. If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 10.4 Entire Agreement. This LURA together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

Section 10.5 Venue and Governing Law. Each party covenants and agrees that any and all legal actions arising out of or connected with this LURA shall be instituted in the Circuit Court of the First Judicial Circuit in and for Escambia County, Florida, or in the United States District Court for the Northern District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or

venue. This LURA is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed, and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

Section 10.6 Third-Party Beneficiaries. Eligible Households residing in Affordable Units shall be deemed intended third-party beneficiaries of this Agreement solely for the purpose of enforcing the affordability provisions in defense of any eviction, termination, or rent dispute.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties herein have caused this LURA to be executed as of the date first written above.

[PROPERTY OWNER], a [state] [corporate structure]

By: _____

Print Name: _____

Title: _____

Witness:

By: _____

Print: _____

Address: _____

_____

Witness:

By: _____

Print: _____

Address: _____

_____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 20___, by _____, the _____ of **[PROPERTY OWNER]**, a [state] [corporate structure], on behalf of said company, who ( ) is personally known to me or ( ) has produced a driver's license as identification.

_____
NOTARY PUBLIC
[SEAL]

CITY OF PENSACOLA
a Florida municipal corporation

_____
By: D.C. Reeves, Mayor

Attest:

_____
Ericka L. Burnett, City Clerk

(AFFIX CITY SEAL)

Approved as to substance:

_____
Department Director

Legal in form and execution:

_____
City Attorney

Witness:

By: _____
Print: _____
Address: _____
_____

Witness:

By: _____
Print: _____
Address: _____
_____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 20___, by _____, the _____ of the City of Pensacola, on behalf of said City, who ( ) is personally known to me or ( ) has produced a driver's license as identification.

_____
NOTARY PUBLIC
[SEAL]

EXHIBIT A

LEGAL DESCRIPTION

[see attached]

File #: 26-53 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT — GRANT NO. 4223549406 - PORT OF PENSACOLA TWIC SECURITY UPGRADES

RECOMMENDATION:

That City Council approve the acceptance of the Florida Seaport Transportation and Economic Development Grant No. 4223549406 for the use of security upgrades to the Port of Pensacola in the amount of $44,593, with a local match in the amount of $14,865, for a total grant value of $59,458. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Port of Pensacola will utilize this grant funding to upgrade critical security-controlled access points across port property. The project includes enhancements to existing access control and camera systems, along with updated comprehensive maintenance agreements that ensure full coverage for future repairs and equipment replacements for situational awareness tools, including the OnGuard Access Control platform and Avigilon Video Systems. This project also requires a 25% local match from the Port of Pensacola.

PRIOR ACTION:

Not applicable.

FUNDING:

Budget:	$44,593	FSTED GRANT FRUNDING
	$14,865	LOCAL MATCH FUNDS — PORT OF PENSACOLA
	$59,458	TOTAL
Actual:	$59,458	SECURITY UPGRADES (FSTED GRANT FUNDING/LOCAL MATCH)
	$59,458	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. The matching funds were appropriated in the Port of Pensacola's FY25 budget within the state grant funding (062010) and local match funding accounts (060060). Adoption of the supplemental budget resolution will appropriate the grant funds, and the local grant match will be appropriated on the annual carry forward amendment.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. Grant Agreement

PRESENTATION: No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088794
422354-3-94-06		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55032020329
				Vendor Number:	F596000406008
Contract Number:		Federal Award Date:			
CFDA Number:	N/A	Agency UEI Number:	80-939-7102		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

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**
   X **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:

   X Exhibit A: Project Description and Responsibilities
   X 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)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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__ Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
__ Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2030. 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.

9. Project Cost:

a. The estimated total cost of the Project is $59,458. 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 $44,593 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:

X 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, 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 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 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 15% 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.

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.

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 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 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 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 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.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, 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, 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 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: Authorized Official or Rodney Chamberlain, P.E.
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

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)): Funding will be used to provide critical upgrading to CMA and TWIC control access points at Port of Pensacola. CMA - comprehensive maintenance agreement covers all replacement/repairs of our situational awareness tools at the Port of Pensacola: Access Control and Camera Systems. TWIC/camera system upgrades - Upgrades to OnGuard Access Control and Avigilon Video Systems.

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.

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
422354-3-94-06	DPTO	088794	2026	751000	55.005	Seaport Grant Program	$44,593.00
422354-3-94-06	LF	088794	2026	--	--	Local Matching Funds	$14,865.00
	Total Financial Assistance						$59,458.00

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	$44,593.00	$14,865.00	$0.00	$59,458.00	75.00	25.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$44,593.00	$14,865.00	$0.00	$59,458.00			

*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)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Quinton Williams

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Quinton Williams (email: quinton.williams@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Quinton Williams.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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,

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.

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: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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.

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.

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.

-- ***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://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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:** $44,593

*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

File #: 26-54 Agenda Conference 1/12/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-100 - FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT GRANT NO. 42235439406 - PORT OF PENSACOLA TWIC SECURITY UPGRADES

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-100.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Port of Pensacola will utilize this grant funding to upgrade critical security-controlled access points across port property. The project includes enhancements to existing access control and camera systems, along with updated comprehensive maintenance agreements that ensure full coverage for future repairs and equipment replacements for situational awareness tools, including the OnGuard Access Control platform and Avigilon Video Systems. This project also requires a 25% local match from the Port of Pensacola.

PRIOR ACTION:

Not Applicable

FUNDING:

Budget:	$44,593	FSTED GRANT FUNDING
	$14,863	LOCAL MATCH- PORT OF PENSACOLA
	$59,458	TOTAL
Actual:	$59,458	SECURITY UPGRADES (FSTED GRANT/LOCAL MATCH)
	$59,458	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. The matching funds was appropriated in the Port of Pensacola's FY25 budget within the state grant funding (062010) and local match funding accounts (060060). Adoption of the supplemental budget resolution appropriate the grant funds. The local match will be carried forward on the annual carry forward amendment.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-100
2. Supplemental Budget Explanation No. 2025-100
3. Grant Agreement

PRESENTATION: No

RESOLUTION
NO. 2025-100

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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	623,080
Amended To Read:	State Grants	667,673
As Reads	Capital Outlay	4,928,060
Amended To Read:	Capital Outlay	4,972,653

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 2026 - SUPPLEMENTAL BUDGET RESOLUTION - Port of Pensacola - FL Seaport Trans Eco Dev (FSTED)- Seaport Security Grant- Explanation NO. 2025-100

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	44,593	Increase appropriation for State Grants - FY 26- Port FSTED - Seport Security Grant
Total Revenues	44,593	
Appropriations		
Capital Outlay	44,593	Increase appropriation for Capital Outlay
Total Appropriations	44,593	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088794
422354-3-94-06		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award		Org. Code:	55032020329
		Identification Number (FAIN) – Transit only:		Vendor Number:	F596000406008
Contract Number:		Federal Award Date:			
CFDA Number:	N/A	Agency UEI Number:	80-939-7102		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

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**
   X **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:

   X Exhibit A: Project Description and Responsibilities
   X 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)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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__ Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
__ Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2030. 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.

9. Project Cost:

a. The estimated total cost of the Project is $59,458. 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 $44,593 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:

X 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, 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 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 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 15% 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.

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.

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 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 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 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 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.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, 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, 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 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: Authorized Official or Rodney Chamberlain, P.E.
Title: _____	Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

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)): Funding will be used to provide critical upgrading to CMA and TWIC control access points at Port of Pensacola. CMA - comprehensive maintenance agreement covers all replacement/repairs of our situational awareness tools at the Port of Pensacola: Access Control and Camera Systems. TWIC/camera system upgrades - Upgrades to OnGuard Access Control and Avigilon Video Systems.

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.

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
422354-3-94-06	DPTO	088794	2026	751000	55.005	Seaport Grant Program	$44,593.00
422354-3-94-06	LF	088794	2026	--	--	Local Matching Funds	$14,865.00
	Total Financial Assistance						$59,458.00

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	$44,593.00	$14,865.00	$0.00	$59,458.00	75.00	25.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$44,593.00	$14,865.00	$0.00	$59,458.00			

*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)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Quinton Williams

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Quinton Williams (email: quinton.williams@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Quinton Williams.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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,

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.

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: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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.

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.

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.

-- ***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://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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:** $44,593

*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

File #: 26-55 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT - GRANT NO. 45397329401 - PORT OF PENSACOLA NORTHEAST QUADRANT DEVELOPMENT

RECOMMENDATION:

That City Council approve the acceptance of the Florida Seaport Transportation and Economic Development Grant No.45397329401 for the purpose of aiding in the development of Port of Pensacola's northeast quadrant in the amount of $52,329, with a local match in the amount of $52,329, for a total grant value of $104,658. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor’s Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating both the grant and local match funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Port of Pensacola will utilize this funding to support the development of approximately 16 acres in the port’s northeast quadrant, representing roughly 29% of its total footprint. Planned construction activities will create new capacity for incoming maritime-related industries, including boat manufacturing, ocean science enterprises, and maritime technology research and development. This action will advance City of Pensacola Strategic Plan Goal #7: Thriving Innovation & Businesses.

PRIOR ACTION:

Not applicable

FUNDING:

Budget:	$52,329	FSTED GRANT FUNDING
	$52,329	LOCAL MATCH - PORT OF PENSACOLA
	$104,658	TOTAL
Actual:	$104,658	CONSTRUCTION (FSTED GRANT FUNDING/LOCAL MATCH)
	$104,658	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. The matching funds will be carried forward on the annual carry over supplemental budget resolution.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. Grant Agreement

PRESENTATION: No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	PORB	FLAIR Category:	088794
453973-2-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55032020329
				Vendor Number:	F596000406008
Contract Number:		Federal Award Date:			
CFDA Number:	N/A	Agency UEI Number:	80-939-7102		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

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 NE Quadrant Site Preparation and Development , 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**
   X **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:

   X Exhibit A: Project Description and Responsibilities
   X 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)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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__ Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
__ Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2030. 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.

9. Project Cost:

a. The estimated total cost of the Project is $104,658. 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 $52,329 and, the Department's participation in the Project shall not exceed 50.00% 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:

X 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, 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 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 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 15% 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.

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.

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:

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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 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 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 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 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.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

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 project will develop 10 acres of land in the northeast quadrant of the Port of Pensacola, which is about 25% of the Port's total area. The engineering and site work project will provide a shovel ready location for operational and storage space to support current and future tenants involved in various maritime trade activities, including boat building, ocean sciences, maritime technologies research and development, marine industry training, and light manufacturing. The project will also provide 2-acres of improved laydown area for large wind energy cargo types currently imported and exported from the port. The overall goal is to establish and then fully develop the Maritime Center of Excellence and Light Manufacturing Complex.

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 the work required to complete the on-port Planning activities described in the Project Description, including: consulting services; cost estimates; economic assessments; environmental assessments; equipment requirements; geographic analysis; geotechnical analysis; historic resource studies; landside planning studies; mitigation assessment; operational analysis; physical planning; plan development (e.g., draft and final plans); preconstruction engineering and design; stormwater management plans; transportation studies; and waterside planning studies.

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.

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
453973-2-94-01	PORB	088794	2026	751000	55.005	Seaport Grant Program	$52,329.00
453973-2-94-01	LF	088794	2026	--	--	Local Matching Funds	$52,329.00
	Total Financial Assistance						$104,658.00

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	$52,329.00	$52,329.00	$0.00	$104,658.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$52,329.00	$52,329.00	$0.00	$104,658.00			

*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)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Quinton Williams

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Quinton Williams (email: quinton.williams@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Quinton Williams.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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,

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.

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: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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.

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.

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.

-- ***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://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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:** $52,329

*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

File #: 26-56 Agenda Conference 1/12/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-101 - FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT - GRANT NO. 45397329401 - PORT OF PENSACOLA NORTHEAST QUADRANT DEVELOPMENT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-101.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Port of Pensacola will utilize this funding to support the development of approximately 16 acres in the port's northeast quadrant, representing roughly 25% of its total footprint. Planned construction activities will create new capacity for maritime-related industries, including boat manufacturing, ocean science enterprises, and maritime technology research and development.

PRIOR ACTION:

Not applicable

FUNDING:

Budget: $52,329 FSTED GRANT FUNDING

	$52,329	LOCAL MATCH - PORT OF PENSACOLA
	$104,658	TOTAL
Actual:	$104,658	CONSTRUCTION (FSTED GRANT FUNDING/LOCAL MATCH)
	$104,658	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. This supplemental budget resolution will appropriate the grant funds, and the annual carry forward amendment will appropriate the local required match.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-101
2. Supplemental Budget Explanation No. 2025-101
3. Grant Agreement

PRESENTATION: No

RESOLUTION
NO. 2025-101

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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	667,673
Amended To Read:	State Grants	720,002
As Reads	Capital Outlay	4,972,653
Amended To Read:	Capital Outlay	5,024,982

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 2026 - SUPPLEMENTAL BUDGET RESOLUTION - Port of Pensacola - FL Seaport Trans Eco Dev (FSTED)- Quadrant Development - Explanation NO. 2025-101

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	52,329	Increase appropriation for State Grants - FY 26- Port FSTED - Quadrant Development
Total Revenues	52,329	
Appropriations		
Capital Outlay	52,329	Increase appropriation for Capital Outlay
Total Appropriations	52,329	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	PORB	FLAIR Category:	088794
453973-2-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55032020329
				Vendor Number:	F596000406008
Contract Number:		Federal Award Date:			
CFDA Number:	N/A	Agency UEI Number:	80-939-7102		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

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 NE Quadrant Site Preparation and Development , 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**
   X **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:

   X Exhibit A: Project Description and Responsibilities
   X 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)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

__ Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
__ Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2030. 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.

9. Project Cost:

a. The estimated total cost of the Project is $104,658. 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 $52,329 and, the Department's participation in the Project shall not exceed 50.00% 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:

X 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, 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 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 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 15% 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.

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.

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 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 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 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 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.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Authorized Official or Rodney Chamberlain, P.E.

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

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 project will develop 10 acres of land in the northeast quadrant of the Port of Pensacola, which is about 25% of the Port's total area. The engineering and site work project will provide a shovel ready location for operational and storage space to support current and future tenants involved in various maritime trade activities, including boat building, ocean sciences, maritime technologies research and development, marine industry training, and light manufacturing. The project will also provide 2-acres of improved laydown area for large wind energy cargo types currently imported and exported from the port. The overall goal is to establish and then fully develop the Maritime Center of Excellence and Light Manufacturing Complex.

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 the work required to complete the on-port Planning activities described in the Project Description, including: consulting services; cost estimates; economic assessments; environmental assessments; equipment requirements; geographic analysis; geotechnical analysis; historic resource studies; landside planning studies; mitigation assessment; operational analysis; physical planning; plan development (e.g., draft and final plans); preconstruction engineering and design; stormwater management plans; transportation studies; and waterside planning studies.

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.

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
453973-2-94-01	PORB	088794	2026	751000	55.005	Seaport Grant Program	$52,329.00
453973-2-94-01	LF	088794	2026	--	--	Local Matching Funds	$52,329.00
	Total Financial Assistance						$104,658.00

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	$52,329.00	$52,329.00	$0.00	$104,658.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$52,329.00	$52,329.00	$0.00	$104,658.00			

*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)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Quinton Williams

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Quinton Williams (email: quinton.williams@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Quinton Williams.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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,

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.

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: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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.

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.

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.

-- ***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://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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:** $52,329

*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

File #: 26-57 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT - GRANT NO. G3B51 - AMENDMENT OF AWARD - HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE (HPMCE) DOCK COMPLEX

RECOMMENDATION:

That City Council approve the acceptance of the Amendment to Grant Award No. G3B51 to increase the previous award of $3,525,000 (with a local match of total 1,175,000) by the amount of $2,453,581(with a total local match amount of $1,992,861.00), for a total grant value of $7,971,442. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Port of Pensacola has secured additional funding to develop a High Performance Martime Center of Excellence Dock Complex that will serve as a boat launch and testing facility to help facilitate research and development of cutting-edge watercraft and boat building, and competitive sailing use. Activities will include construction of the dock complex and dredging. This additional funding is derived through the successful reallocation of funds from two previously awarded contracts (G2867 and G2883) as well as newly awarded funding via the FY 2026 FSTED grant cycle. This action will advance City of Pensacola Strategic Plan Goal #7: Thriving Innovation & Businesses.

PRIOR ACTION:

3/12/2025- Port of Pensacola executed grant G3B51 award for $3,525,000, with a local match of 1,175,000 to aid in the completion of this project.

3/24/2022- Port of Pensacola executed grant G2867 for $628,851 for waterside improvements.
2/17/2022- Port of Pensacola executed grant G2883 for $200,000 for landside improvements.

FUNDING:

Budget:	$3,525,000	PREVIOUS FSTED G3B51 GRANT FUNDING
	$1,775,000	PREVIOUS LOCAL MATCH - PORT OF PENSACOLA
	$1,625,000	FSTED G3B51 AMENDMENT (2026 Fiscal Year Funding)
	628,581	FSTED G2867 REALLOCATION
	200,000	FSTED 62883 REALLOCATION
	$217,861	ADDITIONAL MATCH-PORT OF PENSACOLA
	$7,971,442	TOTAL
Actual:	$7,971,442	CONSTRUCTION AND DREDGING (pending bid results)
	$7,971,442	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. Some of the matching funds ($1,775,000) were appropriated in the Port of Pensacola's FY25 budget. The remaining $217,861 required in additional local match funding accounts (060060) will be carried forward in the annual carry forward amendment.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. Amendment to Grant Agreement No. G3B51
2. Grant Agreement G3B51
3. Prior City Council Action
4. Contract G2867-original
5. Grant G2883 - original contract

PRESENTATION: No

PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	PORT, DPTO, PORB	FLAIR Category:	088794
453973-1-94-01, 413775-2-94-01, 445549-1-94-03		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55032020329
				Vendor Number:	F596000406008
Contract Number:	G3B51	Federal Award Date:		Amendment No.:	1
CFDA Number:	N/A	SAM/UEI Number:	80-939-7102		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on_____, by and between the State of Florida, Department of Transportation ("Department"), and City of Pensacola, ("Agency"),collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 4/21/2025 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to increase the total Project Cost and Department/Agency financial participation

2. **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**
   X **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**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
   __ Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   __ Exhibit E: Program Specific Terms and Conditions
   __ Exhibit F: Contract Payment Requirements
   X *Exhibit G: Financial Assistance (Single Audit Act)
   __ *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):

4. Project Cost.
The estimated total cost of the Project is X increased/ __ decreased by $3,271,441 bringing the revised total cost of the project to $7,971,441.

The Department's participation is X increased/ __ decreased by $2,453,581. The Department agrees to participate in the Project cost up to the maximum amount of $5,978,581, and, additionally the Department's participation in the Project shall not exceed 75.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY City of Pensacola

By:_____
Name: _____
Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:_____
Name: Authorized Official or Rodney Chamberlain, P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

_____

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)): The Maritime High-Performance Center of Excellence Dock Complex project is part of phase one of the overall Port of Pensacola's Maritime Operations Modernization project. The entire Center of Excellence will include a boat launch and testing facility to facilitate research and development of cutting-edge watercraft, boat building, and for competitive sailing use. The project aims to attract new manufacturing and workforce to the region while supporting growth in ocean sciences research and watercraft development. By leveraging the natural advantages of the Pensacola Bay waterway, this project will provide long-term economic benefits to Northwest Florida. This on the water dock and launching facility is the crucial link to the overall project.

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 the work required to complete the on-port Planning activities described in the Project Description, including: consulting services; cost estimates; economic assessments; environmental assessments; equipment requirements; geographic analysis; geotechnical analysis; historic resource studies; landside planning studies; mitigation assessment; operational analysis; physical planning; plan development (e.g., draft and final plans); preconstruction engineering and design; stormwater management plans; transportation studies; and waterside planning studies.

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.

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
453973-1-94-01	PORT	088794	2025	751000	55.005	Seaport Grant Program	$2,625,000.00
453973-1-94-01	LF	088794	2025	--	--	Local Matching Funding	$875,000.00
453973-1-94-01	DPTO	088794	2025	751000	55.005	Seaport Grant Program	$900,000.00
453973-1-94-01	LF	088794	2025	--	--	Local Matching Funding	$300,000.00
453973-1-94-01	PORT	088794	2026	751000	55.005	Seaport Grant Program	$1,625,000.00
453973-1-94-01	LF	088794	2026	--	--	Local Matching Funding	$541,666.00
413775-2-94-01	PORB	088794	2022	751000	55.005	Seaport Grant Program	$200,000.00
413775-2-94-01	LF	088794	2022	--	--	Local Matching Funding	$66,667.00
445549-1-94-03	PORB	088794	2022	751000	55.005	Seaport Grant Program	$628,581.00
445549-1-94-03	LF	088794	2022	--	--	Local Matching Funding	$209,527.00
	Total Financial Assistance						$7,971,441.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$5,978,581.00	$1,992,860.00	$0.00	$7,971,441.00	75.00	25.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$5,978,581.00	$1,992,860.00	$0.00	$7,971,441.00			

*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)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Quinton Williams

Department Grant Manager Name

Signature

Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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:** $5,978,581

*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

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO,PORT	FLAIR Category:	088794
453973-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55032020329
				Vendor Number:	F596000406008
Contract Number:	G3B51	Federal Award Date:			
CFDA Number:	N/A	Agency SAM/UEI Number:	80-939-7102		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 04/21/2025 | 8:34 AM EDT, 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 Maritime High- Performance Center of Excellence Dock Complex 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**
X **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:

X Exhibit A: Project Description and Responsibilities
X 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
X Exhibit D: Agency Resolution
X Exhibit E: Program Specific Terms and Conditions
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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__ *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, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

   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 $4,700,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $3,525,000 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:

X 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

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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

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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

By: _____

Name: Amy S. Miller

Title: Deputy City Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: Tim Smith, P.E.
00EA910BEA3D404...

Name: Tim Smith, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:

Kristy Kirkland
140DE2B77CAB4D4...

Attest:

Ericka L. Burnett
03/14/2025 04:40:42

City Clerk

Legal as to form and substance:

Kia M. Goldsmith

Assistant City Attorney
03/14/2025 09:37:43 AM

Docusign Envelope ID: 61F7B6FD-4920-4114-B55E-FA77B5E6458E

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)): The Maritime High-Performance Center of Excellence Dock Complex project is part of phase one of the overall Port of Pensacola's Maritime Operations Modernization project. The entire Center of Excellence will include a boat launch and testing facility to facilitate research and development of cutting-edge watercraft, boat building, and for competitive sailing use. The project aims to attract new manufacturing and workforce to the region while supporting growth in ocean sciences research and watercraft development. By leveraging the natural advantages of the Pensacola Bay waterway, this project will provide long-term economic benefits to Northwest Florida. This on the water dock and launching facility is the crucial link to the overall project.

B. Project Location (limits, city, county, map): City of Pensacola (Port of Pensacola)/Pensacola, FL/

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the environmental work, design work, and construction work required to complete the dock complex development activities described in the Project Description, including: aids to navigation; apron improvements; asphalt paving activities; benthic studies; berthing area widening and deepening; bulkhead caps; cap faces repair or installation; cable protection systems; cap soffits repair or installation; cast in place concrete; cathodic protection; compaction; concrete; concrete beams; concrete caps; construction; construction inspection services; construction management services; construction services; consulting services; contractor stand-by; cost estimates; crack repairs; crane rail repair or installation; deck ballast; demobilization; demolition; electrical components and systems; engineering services; environmental assessments; fasteners and connectors; fenders and bollards; form work; geotechnical services; historical resource studies; installation and testing; lighting systems; mitigation assessments; mobilization; painting; panel soffits repair or installation; permitting; pilings; plan development (e.g., 30 / 60 / 90 / 100 % and as-builts); precast concrete; preconstruction engineering and design; procurement costs; rebar repair or installation; reconstruction of underdeck concrete; seagrass studies; sheet piling; shore and slope protection; sidewalk and walkway systems; signage and way finding; steel; stormwater management; striping of roadway or storage areas; structural components; surveying; temporary structures; tie-back systems; turning basin widening and deepening; utilities; and, water quality protection structures.???????

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

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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
	PORT	088794	2025	751000	55.005	Seaport Grant Program	$2,625,000.00
	LF	-	2025	-	-	Local Matching Funds	$875,000.00
	DPTO	088809	2025	750098	55.014	Intermodal Program	$900,000.00
	LF	-	2025	-	-	Local Matching Funds	$300,000.00
	Total Financial Assistance						$4,700,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$3,525,000.00	$1,175,000.00	$0.00	$4,700,000.00	75.00	25.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$3,525,000.00	$1,175,000.00	$0.00	$4,700,000.00			

*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)	

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

DocuSigned by:
Ray Corbitt
[illegible]BF14D0...
Signature

04/16/2025 | 11:38 AM EDT
Date

Docusign Envelope ID: 61F7B6FD-4920-4114-B55E-FA77B5E6458E

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Docusign Envelope ID: 61F7B6FD-4920-4114-B55E-FA77B5E6458E

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.

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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.

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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 --

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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.

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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:** $3,525,000

*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

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MEMORANDUM

TO: D.C. Reeves, Mayor

FROM: Thomas Coggin, Interim Port Director

DATE: 3/12/2025

SUBJECT: PORT OF PENSACOLA – FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 453973-1-94-01 PENSACOLA MARITIME HIGH PERFORMANCE CENTER OF EXCELLENCE DOCK COMPLEX

SUMMARY:

Request Mayor to approve and execute Grant 453973-1-94-01. The City of Pensacola has been awarded state funding through the Florida Department of Seaport Transportation Grant Program to support the Maritime High-Performance Center of Excellence Dock Complex at the Port of Pensacola. The grant will facilitate planning, design, and construction of the dock complex, which will support maritime workforce training, research, and economic growth. The project aligns with regional economic development goals by enhancing marine industry infrastructure and attracting a skilled workforce and investment to the area. The initiative will contribute to the modernization of the Port of Pensacola and expand its operational capabilities to support cutting-edge watercraft development and testing facilities.

PRIOR ACTION:

None

FUNDING:

Budget:	$3,525,000	FSTED Grant No. 45397319401, Maritime High Performance Center Dock Complex
	$1,175,000	Matching Funds From Port Reserves
	$4,700,000	Total
Actual:	$4,700,000	Anticipated Construction Costs (Estimated/Budgeted)
	$4,700,000	Total

FINANCIAL IMPACT:

Docusign Envelope ID: 61F7B6FD-4920-4114-B55E-FA77B5E6458E

The total cost of the Pensacola Maritime High-Performance Center of Excellence Dock Complex project is $4,700,000, with funding allocated as follows:

- FDOT Seaport Grant Program Contribution: $3,525,000 (75%)
- City of Pensacola Local Match: $1,175,000 (25%)

The local match requirement will be funded from the Port Fund.

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City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 25-140 City Council 2/27/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 453973-1-94-01 PENSACOLA MARITIME HIGH PERFORMANCE CENTER OF EXCELLENCE DOCK COMPLEX

RECOMMENDATION:

That City Council approve the acceptance of Public Transportation Grant Agreement (PTGA) 453973-1-94-01, Maritime High-Performance Center of Excellence Dock Complex at the Port of Pensacola in support of American Magic, in the total grant amount of $3,525,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The City of Pensacola has been awarded state funding through the Florida Department of Transportation Seaport Grant Program to support the Maritime High-Performance Center of Excellence Dock Complex at the Port of Pensacola. The grant will facilitate planning, design, and construction of the dock complex, which will support maritime workforce training, research, and economic growth.

The project aligns with regional economic development goals by enhancing marine industry infrastructure and attracting a skilled workforce and investment to the area. The initiative will contribute to the modernization of the Port of Pensacola and expand its operational capabilities to support cutting-edge watercraft development and testing facilities.

PRIOR ACTION:

Docusign Envelope ID: 61F7B6FD-4920-4114-B55E-FA77B5E6458E

None

FUNDING:

Budget:	$3,525,000	FSTED Grant No. 45397319401, Maritime High Performance Center Dock Complex
	1,175,000	Matching Funds From Port Reserves
	$4,700,000	
Actual:	$4,700,000	Anticipated Construction Costs (Estimated/Budgeted)

FINANCIAL IMPACT:

The total cost of the Pensacola Maritime High-Performance Center of Excellence Dock Complex project is $4,700,000, with funding allocated as follows:

FDOT Seaport Grant Program Contribution: $3,525,000 (75%)
City of Pensacola Local Match: $1,175,000 (25%)

The local match requirement will be funded from the Port Fund. Adoption of the supplemental budget resolution will adopt the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/7/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Thomas Coggin, Interim Port Director

ATTACHMENTS:

1. PTGA No. 453973-1-94-01

PRESENTATION: No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 7/2021

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	PORB	FLAIR Category:	088794
445549-1-94-03		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55032020329
Contract Number:		Federal Award Date:		Vendor Number:	F596000406008
CFDA Number:	N/A	Agency DUNS Number:	07-313-1559		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

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 waterside improvements 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**
   X **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:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *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.

9. Project Cost:

a. The estimated total cost of the Project is $838,108. 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 $628,581 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:

X 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, 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 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 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.

    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.

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 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 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 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 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.

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 subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify 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 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, 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 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

By: _____ David V Forte C=US, O=City of Pensacola, CN=David V Forte, E=dforte@cityofpensacola.com 2022-05-11 11:26:15

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Tim Smith, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

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 berth improvements initiative. This project has four (4) components intended to rehabilitate and increase resiliency of waterside facilities at the seaport. 1) Rehabilitation of Berths 2, 3, 5, 6, 7, and the ferry terminal dock damaged by hurricane generated storm surge and wave action; 2) Refurbish berth cathodic protection systems damaged by hurricane generated storm surge and wave action; 3) Maintenance dredging; 4) Restore rip rap shoreline protection damaged by hurricane generated storm surge and wave action.

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 the environmental work, design work, and construction work required to complete the Berth development activities described in the Project Description, including: aids to navigation; anchoring system and components; apron improvements; asphalt paving activities; backfill; benthic studies; berth/basin area maintenance dredging; bulkhead caps; cap faces repair or installation; cable protection systems; cap soffits repair or installation; cast in place concrete; cathodic protection; compaction; concrete; concrete beams; concrete caps; construction; construction inspection services; construction management services; construction services; consulting services; contractor stand-by; cost estimates; crack repairs; crane rail repair or installation; deck ballast; demobilization; demolition; electrical components and systems; engineering services; environmental assessments; fasteners and connectors; fenders / fender system and bollards; form work; geotechnical services; historical resource studies; installation and testing; lighting systems; mitigation assessments; mobilization; painting; panel soffits repair or installation; permitting; pilings; plan development (e.g., 30 / 60 / 90 / 100 % and as-builts); precast concrete; preconstruction engineering and design; procurement costs; rebar repair or installation; reconstruction of underdeck concrete; seagrass studies; sealers; sheet piling; shore and slope protection; sidewalk and walkway systems; signage and way finding; steel; stormwater management; striping of roadway or storage areas; structural components; surveying; temporary structures; tie-back systems; turning basin widening and deepening; utilities; and, water quality protection structures.

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.


F
4
9
1
2
8
6
5
Berth 1
Berth 2
Berth 3
Berth 5
Berth 6
Berth 7
Approximate berth maintenance dredge area
Approximate berth maintenance dredge area
Approximate berth maintenance dredge area
Project Locations
Approximate locations and port boundary
Legend
F – Ferry Location
- Warehouse Numbers
N

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
445549-1-94-03	PORB	088794	2022	751000	55.005	Seaport Grant Program	$628,581.00
445549-1-94-03	LF	088794	2022	-	-	Local Matching Funds	$209,527.00
	Total Financial Assistance						$838,108

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	$628,581.00	$209,527.00	$0.00	$838,108.00	75.00	25.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$628,581.00	$209,527.00	$0.00	$838,108.00			

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

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

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.

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

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,

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.

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: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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.

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.

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.

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:** $628,581

*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

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 22-00096

File ID: 22-00096 ***Type:** Legislative Action Item **Status:** Passed

Version: 1 **Attorney Review::** ***Meeting Body:** City Council

File Created: 01/14/2022

Subject: **Final Action:** 02/10/2022

Title: PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 445549-1-94-03, WATERSIDE IMPROVEMENTS

***Agenda Date:** 02/10/2022

Sponsors: Grover C. Robinson, IV **Enactment Date:**

Attachments: Grant Agreement No 445549-1-94-03, Supplemental Budget Resolution No. 2022-024, Supplemental Budget Explanation No. 2022-024 **Enactment Number:**

Recommendation: **Hearing Date:**

Entered by: LRoan@cityofpensacola.com **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	02/07/2022	Placed on Regular Agenda				Pass
	Action Text:	This Legislative Action Item was Placed on Regular Agenda.					
1	City Council	02/10/2022	Approved				Pass
	Action Text:	A motion was made by Council Member Jones, seconded by Council Vice President Wiggins, that this Legislative Action Item be Approved. The motion carried by the following vote: Yes: 7 Council President Hill, Council Vice President Wiggins, Council Member Jones, Council Member Moore, Council Member Brahier, Council Member Myers, and Council Member Broughton					

Text of Legislative File 22-00096

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 445549-1-94-03, WATERSIDE

IMPROVEMENTS

RECOMMENDATION:

That City Council authorize the Mayor to execute Florida Seaport Transportation Economic Development (FSTED) Grant No. 445549-1-94-03 for Hurricane Sally-related waterside improvements in the amount of $628,581. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 16, 2020, Hurricane Sally made landfall before dawn near Gulf Shores, Alabama, causing significant damage to both the waterside and landside improvements at the Port of Pensacola. While the Port has received funding from the Federal Emergency Management Agency (FEMA) and the Florida Division of Emergency Management (FDEM) through FEMA's Public Assistance Program, the assistance only reimburses 87.5% of the total project cost, leaving the remaining 12.5% to be covered by the Port. Since repairs for both the waterside and landside improvements are estimated to be in the millions, staff started researching options to assist the Port in covering the 12.5% not covered under FEMA's Public Assistance Program.

At the January 12, 2021, Florida Ports Financing Commission (FPFC) meeting, the FPFC agreed to issue Florida Ports Financing Commission refunding Revenue Bonds, Series 2021 in order to refinance the Series 2011 Bonds. The savings realized by the refunding were deposited into the State of Florida's Seaport Grant Program and funds were awarded to various Florida ports through the Florida Department of Transportation (FDOT). The Port of Pensacola's allocation totaled $628,581 for waterside rehabilitations and $453,131 for landslide rehabilitations. As part of the application process, the Port requested that these allocations be used to fund any cost the Port would be responsible for covering as it relates to the Hurricane Sally Public Assistance projects approved by FEMA.

The Florida Ports Financing Commission in the fall of 2020 refinanced their series 19 bonds using a portion of those proceeds and the FSTED grant allocation process, has awarded the Port of Pensacola $628,581 for use for hurricane rehabilitation waterside projects. Additionally, these funds may also be used to satisfy the 12.5% FEMA match requirement for projects related to damage from Hurricane Sally. These funds may be used any of the following waterside Hurricane Sally damages: 1) Rehabilitation of Berths 2, 3, 5, 6, 7, and the ferry terminal dock damaged by hurricane generated storm surge and wave action; 2) Refurbish berth cathodic protection systems damaged by hurricane generated storm surge and wave action; 3) Maintenance dredging; 4) Restore rip rap

shoreline protection damaged by hurricane generated storm surge and wave action. Additionally, obligated funds from FEMA Project Worksheets (PW) projects may be used to satisfy the local match.

PRIOR ACTION:

None

FUNDING:

Budget:	$628,581	FDOT Seaport Grant
Actual:	$628,581	Waterside Rehabilitation Projects

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of $628,581. Any required grant match will be met with funds allocated by FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes
1/26/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator-Administration & Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

1) Grant Agreement No 445549-1-94-03
2) Supplemental Budget Resolution No. 2022-024
3) Supplemental Budget Explanation No. 2022-024

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 2022-024

File ID:	2022-024	***Type:** Resolution	**Status:** Passed
Version:	1	**Attorney Review::**	***Meeting Body:** City Council
			File Created: 01/14/2022
Subject:			**Final Action:** 02/10/2022

Title: SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-024 FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 445549-1-94-03, WATERSIDE IMPROVEMENTS

			***Agenda Date:** 02/10/2022
Sponsors:	Grover C. Robinson, IV		**Enactment Date:** 02/17/2022
Attachments:	Supplemental Budget Resolution No. 2022-024, Supplemental Budget Explanation No. 2022-024		**Enactment Number:** 2022-024
Recommendation:			**Hearing Date:**
Entered by:	LRoan@cityofpensacola.com		**Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	02/07/2022	Placed on Regular Agenda				Pass
	Action Text:	This Resolution was Placed on Regular Agenda.					
1	City Council	02/10/2022	Adopted				Pass
	Action Text:	A motion was made by Council Member Jones, seconded by Council Member Moore, that this Resolution be Adopted. The motion carried by the following vote: Yes: 7 Council President Hill, Council Vice President Wiggins, Council Member Jones, Council Member Moore, Council Member Brahier, Council Member Myers, and Council Member Broughton					

Text of Legislative File 2022-024

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-024 FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 445549-1-94-03, WATERSIDE IMPROVEMENTS

RECOMMENDATION:

That City Council adopt supplemental Budget Resolution 2022-024

A RESOLUTION AUTHORIZING AND MAKING REVENUE REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 16, 2020, Hurricane Sally made landfall before dawn near Gulf Shores, Alabama, causing significant damage to both the waterside and landside improvements at the Port of Pensacola. While the Port has received funding from the Federal Emergency Management Agency (FEMA) and the Florida Division of Emergency Management (FDEM) through FEMA's Public Assistance Program, the assistance only reimburses 87.5% of the total project cost, leaving the remaining 12.5% to be covered by the Port. Since repairs for both the waterside and landside improvements are estimated to be in the millions, staff started researching options to assist the Port in covering the 12.5% not covered under FEMA's Public Assistance Program.

At the January 12, 2021, Florida Ports Financing Commission (FPFC) meeting, the FPFC agreed to issue Florida Ports Financing Commission Refunding Revenue Bonds, Series 2021 in order to refinance the Series 2011 Bonds. The savings realized by the refunding were deposited into the State of Florida's Seaport Grant Program and funds were awarded to various Florida ports through the Florida Department of Transportation (FDOT). The Port of Pensacola's allocation totaled $628,581 for waterside rehabilitations and $453,131 for landslide rehabilitations. As part of the application process, the Port requested that these allocations be used to fund any cost the Port would be responsible for covering as it relates to the Hurricane Sally Public Assistance projects approved by FEMA.

The Florida Ports Financing Commission in the fall of 2020 refinanced their series 19 bonds using a portion of those proceeds and the FSTED grant allocation process, has awarded the Port of Pensacola $628,581 for use for hurricane rehabilitation waterside projects. Additionally, these funds may also be used to satisfy the 12.5% FEMA match requirement for projects related to damage from Hurricane Sally. These funds may be used any of the following waterside Hurricane Sally damages: 1) Rehabilitation of Berths 2, 3, 5, 6, 7, and the ferry terminal dock damaged by hurricane generated storm surge and wave action; 2) Refurbish berth cathodic protection systems damaged by hurricane generated storm surge and wave action; 3) Maintenance dredging; 4) Restore rip rap shoreline protection damaged by hurricane generated storm surge and wave action.

Additionally, Obligated funds from FEMA Project Worksheets (PW) projects may be used to satisfy the local match.

PRIOR ACTION:

NONE

FUNDING:

Budget: $628,581 FDOT Seaport Grant

Actual: $628,581 Waterside Rehabilitation Projects

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of $628,581. Any required match will be met with funds allocated my FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes
1/26/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator-Administration & Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

1) Supplemental Budget Resolution No. 2022-024
2) Supplemental Budget Explanation No. 2022-024

PRESENTATION: No

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 7/2021

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	PORB	FLAIR Category:	088794
413775-2-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55032020329
Contract Number:	G2883	Federal Award Date:		Vendor Number:	F596000406008
CFDA Number:	N/A	Agency DUNS Number:	07-313-1559		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 5/27/2022 | 9:03 AM EDT, 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 warehouse improvements 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**
   X **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:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *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 $400,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance.** The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $200,000 and, the Department's participation in the Project shall not exceed 50.00% 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:

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

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

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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 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

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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.

    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

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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.

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

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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 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

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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 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

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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 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

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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 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.

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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

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for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify 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 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

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coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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.

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f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Pensacola

By: David V Forte C=US, O=City of Pensacola, CN=David V Forte, E=dforte@cityofpensacola.com

Name: _____

Title: _____

Attest: Ericka L. Burnett
Ericka L Burnett
City Clerk
eburnett@cityofpensacola.com
2022.04.21 15:37:16-05'00'

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Tim Smith, P.E. 00EA910BEA3D404...

Name: Tim Smith, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by: Erin Oliver CC336BED06F346D...

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

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 Department participation on Port of Pensacola's warehouse improvements initiative. This project includes the purchase and installation 10-ton bridge crane for warehouse 9, which will increase on-port manufacturing and cargo capabilities.

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 the procurement of capital equipment to complete the activities described in the Project Description, including: bridge crane runway beams; control systems; demobilization; electrical systems; hoist systems; installation and testing; mobilization; motorized bridge crane end trucks; motorized hoist trolley; power supply; single girder wide flange beam; structural components.

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
413775-2-94-02	PORB	088794	2022	751000	55.005	Seaport Grant Program	$200,000.00
413775-2-94-02	LF	088794	2022	-	-	Local Matching Funds	$200,000.00
	Total Financial Assistance						$400,000

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	$200,000.00	$200,000.00	$0.00	$400,000.00	50.00	50.00	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	$200,000.00	$200,000.00	$0.00	$400,000.00			

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

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

DocuSigned by:
Ray Corbitt
0B560F2E9BF14D0...

5/26/2022 | 8:30 AM EDT

Signature Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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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.

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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.

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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 --

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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.

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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:** $200,000

*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

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MEMORANDUM

TO: Grover C. Robinson IV, Mayor

FROM: Clark Merritt, Port Director

DATE: 4/22/2022

SUBJECT: Corrected FDOT Grant Agreement (PTGA)

SUMMARY:

Request Mayor approve the corrected grant agreement originally accepted at City Council December 16, 2021.

FDOT staff notified the port that there was a Scribner's error on the PTGA that had already been signed by the City and returned to FDOT for their execution. This PTGA Is the corrected one reflecting the correct FPN.

See attached Council Action for PTGA details.

PRIOR ACTION:

December 16, 2021	Council approval for grant
January 3, 2022	PTGA signed by Mayor's office – Amy Miller
March 2022	FDOT notified Port that there was an error and resent PTGA for City execution

FUNDING: N/A

FINANCIAL IMPACT: N/A

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Clark Merritt

From: Corbitt, Ray <Ray.Corbitt@dot.state.fl.us>
Sent: Thursday, March 3, 2022 8:42 AM
To: Clark Merritt
Cc: Lynn Roan
Subject: RE: [EXTERNAL] Corrected PTGA

That is correct. The FPID was off. 413775-2-94-02. This doesn't change the scope in anyway. Any resolution that was passed from your side should still be valid as long as your legal is fine with it. That number really has no significance to the port. It is an identification number for us.

I hope that helps

Thank you
Ray

From: Clark Merritt <cmerritt@cityofpensacola.com>
Sent: Thursday, March 3, 2022 8:36 AM
To: Corbitt, Ray <Ray.Corbitt@dot.state.fl.us>
Cc: Lynn Roan <LRoan@cityofpensacola.com>
Subject: RE: [EXTERNAL] Corrected PTGA

EXTERNAL SENDER: Use caution with links and attachments.

Vr#Jd|#,#inihvk#p h#bv#wr#z kdw#qxp ehu#z dv#qfruhfwB#Z dv#w#kh#Iqdqfldo#Surmhfw#Qxp ehuB##
#
M. Clark Merritt Jr.
Port Director

Office: 850.436.5074
Cell: 850.619.6299
700 S. Barracks St
Pensacola, FL 32502
cmerritt@cityofpensacola.com
Visit us at www.portofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

#

From: Corbitt, Ray <Ray.Corbitt@dot.state.fl.us>
Sent: Wednesday, March 2, 2022 3:21 PM

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

To: Clark Merritt <cmerritt@cityofpensacola.com>
Cc: Lynn Roan <LRoan@cityofpensacola.com>
Subject: [EXTERNAL] Corrected PTGA

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Please see the corrected PTGA. Sorry for any inconvenience.

Thank you

Ray Corbitt
FDOT District 3
Rail & Seaport Coordinator
850-330-1557 (Office)
850-703-9800 (Cell)
Ray.Corbitt@dot.state.fl.us

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 22-00174

File ID: 22-00174 ***Type:** Legislative Action Item **Status:** Passed

Version: 1 **Attorney Review::** ***Meeting Body:** City Council

File Created: 02/09/2022

Subject: **Final Action:** 03/24/2022

Title: PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO. 445548-1-94-03 - UPLAND CARGO IMPROVEMENTS INITIATIVE

***Agenda Date:** 03/24/2022

Sponsors: Grover C. Robinson, IV **Enactment Date:**

Attachments: Grant Agreement No. 445548-1-94-03, Supplemental Budget Resolution-No. 2022-028-Resolution, Supplemental Budget Resolution-No. 2022-028-Explanation **Enactment Number:**

Recommendation: **Hearing Date:**

Entered by: cmerritt@cityofpensacola.com **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	03/21/2022	Placed on Regular Agenda				Pass
	Action Text:	This Legislative Action Item was Placed on Regular Agenda.					
1	City Council	03/24/2022	Approved				Pass
	Action Text:	A motion was made by Council Member Jones, seconded by Council Member Moore, that this Legislative Action Item be Approved. The motion carried by the following vote: Yes: 7 Council President Hill, Council Vice President Wiggins, Council Member Jones, Council Member Moore, Council Member Brahier, Council Member Myers, and Council Member Broughton					

Text of Legislative File 22-00174

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

INVESTMENT PROGRAM GRANT NO. 445548-1-94-03 - UPLAND CARGO IMPROVEMENTS INITIATIVE

RECOMMENDATION:

That City Council authorize the Mayor to execute Florida Seaport Grant and Seaport Investment Program grant No. 445548-1-94-03, for Upland Cargo Improvements Initiative in the amount of $1,524,565. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Port Staff, working with the FDOT Seaports office, coordinated securing grant funding for various port projects as part of the FDOT Seaport Investment Program. As funds become available, they are distributed based on existing port needs.

The funds associated with this grant focus on two component areas: rebuilding port roadways and cargo laydown areas, and improvements to warehouses, buildings, and lighting. Authorized project grant scope includes environmental, design, and construction work for the two component areas. Funds may also be used to assist with Hurricane Sally storm damages.

Additionally, obligated funds, for either component from FEMA Project Worksheets (PW) projects may be used to satisfy the local match.

PRIOR ACTION:

None

FUNDING:

Budget: $1,524,565 FDOT Seaport Grant Program and
Seaport Investment Program

Actual: $1,524,564 Roadway and Cargo Laydown Area Repairs and
Improvements

FINANCIAL IMPACT:

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of $1,524,564. Any required grant match will be met with funds obligated by FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes
2/28/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

1) Grant Agreement No. 445548-1-94-03
2) Supplemental Budget Resolution No. 2022-028
3) Supplemental Budget Explanation No. 2022-028

PRESENTATION: No

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 21-01053

File ID: 21-01053 ***Type:** Legislative Action Item **Status:** Passed

Version: 1 **Attorney Review::** ***Meeting Body:** City Council

File Created: 11/18/2021

Subject: **Final Action:** 12/16/2021

Title: PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT FUNDS FOR WAREHOUSE IMPROVEMENT PROJECTS ALLOCATED BY THE REFINANCE OF FLORIDA PORTS FINANCING COMMISSION SERIES 19 BONDS

***Agenda Date:** 12/16/2021

Sponsors: Grover C. Robinson, IV **Enactment Date:**

Attachments: Grant Agreement No. 413775-1-94-02, Supplemental Budget Resolution, Supplemental Budget Explanation **Enactment Number:**

Recommendation: **Hearing Date:**

Entered by: cmerritt@cityofpensacola.com **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	12/13/2021	Placed on Regular Agenda				Pass
	Action Text:	This Legislative Action Item was Placed on Regular Agenda.					
1	City Council	12/16/2021	Approved				Pass
	Action Text:	A motion was made by Council Member Moore, seconded by Council Member Brahier, that this Legislative Action Item be Approved. The motion carried by the following vote: Yes: 6 Council President Hill, Council Vice President Wiggins, Council Member Moore, Council Member Brahier, Council Member Myers, and Council Member Broughton Absent: 1 Council Member Jones					

Text of Legislative File 21-01053

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT FUNDS FOR WAREHOUSE IMPROVEMENT PROJECTS ALLOCATED BY THE REFINANCE OF FLORIDA PORTS FINANCING COMMISSION SERIES 19 BONDS

RECOMMENDATION:

That City Council accept and authorize the Mayor to execute State of Florida, Florida Seaport Transportation Economic Development (FSTED) Grant agreement for Warehouse Improvements #413775-1-94-02 in the amount of $400,000 comprised of $200,000 in Florida Ports Financing Commission bond refinance funds and $200,000 in local match provided by Streamline Boats of NW Florida. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Florida Ports Financing Commission in the fall of 2020 refinanced their series 19 bonds and, using a portion of those proceeds and the FSTED grant allocation process, has awarded the Port of Pensacola $200,000 for the purchase and installation of a crane for Warehouse 9/10 adding significantly to the capabilities of the facility. Streamline Boats of NW Florida will provide the local match of $200,000 to complete the project.

PRIOR ACTION:

None

FUNDING:

Budget:	$ 200,000	FSTED grant (Warehouse Improvements #413775-1-94-02)
	200,000	Streamline Boats of NW Florida (Port Matching Funds 50%)
	$ 400,000	

Actual:	$ 80,000	Design, Engineering, Permitting, etc.
	320,000	Purchasing and Contracting
	$ 400,000	

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the FSTED Grant funds in the amount of $200,000 and local match provided by Streamline Boats of NW Florida in

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

the amount of $200,000 for a total amount of $400,000.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes
11/30/2021

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy S. Miller, Deputy City Administrator - Administration and Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

1) Grant Agreement No. 413775-1-94-02
2) Supplemental Budget Resolution
3) Supplemental Budget Explanation

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-58 | Agenda Conference | 1/12/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-99 - FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT - GRANT NO. G3B51 - AMENDMENT OF AWARD - HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE (HPMCE) DOCK COMPLEX

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-99.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Port of Pensacola has secured additional funding to develop a High Performance Martime Center of Excellence Dock Complex that will serve as a boat launch and testing facility to help facilitate research and development of cutting-edge watercraft and boat building, and competitive sailing use. Activities will include construction of the dock complex and dredging. This additional funding is derived through the successful reallocation of funds from two previously awarded contracts (G2867 and 62883) as well as newly awarded funding through the FY2026 FSTED Grant cycle.

PRIOR ACTION:

3/12/2025- Port of Pensacola executed grant G3B51 award for $3,525,000, with a local match of 1,175,000 to aid in the completion of this project.
3/24/2022- Port of Pensacola executed grant G2867 for $628,851 for waterside improvements.

2/17/2022- Port of Pensacola executed grant G2883 for $200,000 for landside improvements.

FUNDING:

Budget:	$3,525,000	PREVIOUS FSTED G3B51 GRANT FUNDING
	$1,775,000	PREVIOUS LOCAL MATCH - PORT OF PENSACOLA
	$1,625,000	FSTED G3B51 AMENDMENT (2026 Fiscal Year Funding)
	$200,000	FSTED G2883 REALLOCATION
	$628,581	FSTED G2867 REALLOCATION
	$217,861	ADDITIONAL LOCAL MATCH-PORT OF PENSACOLA
	$7,971,442	TOTAL
Actual:	$7,971,442	CONSTRUCTION AND DREDGING (pending bid results)
	$7,971,442	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. Some of the matching funds ($1,775,000) were appropriated in the Port of Pensacola's FY25 budget. The remaining $217,861 required in additional local match funding accounts (060060) is being carried forward on this supplemental budget resolution from fund balance.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-99
2. Supplemental Budget Explanation No. 2025-99
3. Amended Agreement to Grant Agreement No. G3B51
4. Prior City Council Action
5. Grant_Agreement_G3B51
6. Contract G2867-original
7. Grant G2883 - original contract

PRESENTATION: No

RESOLUTION
NO. 2025-99

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. PORT FUND

To:	Fund Balance	217,861
As Reads	State Grants	720,002
Amended To Read:	State Grants	2,345,002
As Reads	Capital Outlay	5,024,982
Amended To Read:	Capital Outlay	6,867,843

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 2026 - ADMENDMENT & REALLOCATION OF FUNDS FOR PORT DOCK COMPLEX- RES NO. 2025-99

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	1,625,000	Increase appropriation for State Grants - Amendment Dock Complex
Total Revenues	1,625,000	
Fund Balance	217,861	Increase appropriation for Fund Balance - Amendment Dock Complex
Total Fund Balance	217,861	
Total Estimated Revenues and Fund Balance	1,842,861	
Appropriations		
Capital Outlay	2,453,581	Increase appropriation for Capital Outlay - Amendment Dock Complex
Capital Outlay	217,861	Increase appropriation for Capital Outlay - Amendment Dock Complex Match
Capital Outlay	(628,581)	Decrease appropriation for Capital Outlay - Waterslide Improvement
Capital Outlay	(200,000)	Decrease appropriation for Capital Outlay - Warehouse Improvement
Total Appropriations	1,842,861	

PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	PORT, DPTO, PORB	FLAIR Category:	088794
453973-1-94-01, 413775-2-94-01, 445549-1-94-03		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55032020329
				Vendor Number:	F596000406008
Contract Number:	G3B51	Federal Award Date:		Amendment No.:	1
CFDA Number:	N/A	SAM/UEI Number:	80-939-7102		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on_____, by and between the State of Florida, Department of Transportation ("Department"), and City of Pensacola, ("Agency"),collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 4/21/2025 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to increase the total Project Cost and Department/Agency financial participation

2. **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**
   X **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**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
   __ Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   __ Exhibit E: Program Specific Terms and Conditions
   __ Exhibit F: Contract Payment Requirements
   X *Exhibit G: Financial Assistance (Single Audit Act)
   __ *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):

4. Project Cost.
The estimated total cost of the Project is X increased/ __ decreased by $3,271,441 bringing the revised total cost of the project to $7,971,441.

The Department's participation is X increased/ __ decreased by $2,453,581. The Department agrees to participate in the Project cost up to the maximum amount of $5,978,581, and, additionally the Department's participation in the Project shall not exceed 75.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY City of Pensacola

By:_____
Name: _____
Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:_____
Name: Authorized Official or Rodney Chamberlain, P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

_____

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)): The Maritime High-Performance Center of Excellence Dock Complex project is part of phase one of the overall Port of Pensacola's Maritime Operations Modernization project. The entire Center of Excellence will include a boat launch and testing facility to facilitate research and development of cutting-edge watercraft, boat building, and for competitive sailing use. The project aims to attract new manufacturing and workforce to the region while supporting growth in ocean sciences research and watercraft development. By leveraging the natural advantages of the Pensacola Bay waterway, this project will provide long-term economic benefits to Northwest Florida. This on the water dock and launching facility is the crucial link to the overall project.

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 the work required to complete the on-port Planning activities described in the Project Description, including: consulting services; cost estimates; economic assessments; environmental assessments; equipment requirements; geographic analysis; geotechnical analysis; historic resource studies; landside planning studies; mitigation assessment; operational analysis; physical planning; plan development (e.g., draft and final plans); preconstruction engineering and design; stormwater management plans; transportation studies; and waterside planning studies.

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.

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
453973-1-94-01	PORT	088794	2025	751000	55.005	Seaport Grant Program	$2,625,000.00
453973-1-94-01	LF	088794	2025	--	--	Local Matching Funding	$875,000.00
453973-1-94-01	DPTO	088794	2025	751000	55.005	Seaport Grant Program	$900,000.00
453973-1-94-01	LF	088794	2025	--	--	Local Matching Funding	$300,000.00
453973-1-94-01	PORT	088794	2026	751000	55.005	Seaport Grant Program	$1,625,000.00
453973-1-94-01	LF	088794	2026	--	--	Local Matching Funding	$541,666.00
413775-2-94-01	PORB	088794	2022	751000	55.005	Seaport Grant Program	$200,000.00
413775-2-94-01	LF	088794	2022	--	--	Local Matching Funding	$66,667.00
445549-1-94-03	PORB	088794	2022	751000	55.005	Seaport Grant Program	$628,581.00
445549-1-94-03	LF	088794	2022	--	--	Local Matching Funding	$209,527.00
	Total Financial Assistance						$7,971,441.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$5,978,581.00	$1,992,860.00	$0.00	$7,971,441.00	75.00	25.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$5,978,581.00	$1,992,860.00	$0.00	$7,971,441.00			

*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)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Quinton Williams

Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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:** $5,978,581

*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

Docusign Envelope ID: 61F7B6FD-4920-4114-B55E-FA77B5E6458E

MEMORANDUM

TO: D.C. Reeves, Mayor

FROM: Thomas Coggin, Interim Port Director

DATE: 3/12/2025

SUBJECT: PORT OF PENSACOLA – FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 453973-1-94-01 PENSACOLA MARITIME HIGH PERFORMANCE CENTER OF EXCELLENCE DOCK COMPLEX

SUMMARY:

Request Mayor to approve and execute Grant 453973-1-94-01. The City of Pensacola has been awarded state funding through the Florida Department of Seaport Transportation Grant Program to support the Maritime High-Performance Center of Excellence Dock Complex at the Port of Pensacola. The grant will facilitate planning, design, and construction of the dock complex, which will support maritime workforce training, research, and economic growth. The project aligns with regional economic development goals by enhancing marine industry infrastructure and attracting a skilled workforce and investment to the area. The initiative will contribute to the modernization of the Port of Pensacola and expand its operational capabilities to support cutting-edge watercraft development and testing facilities.

PRIOR ACTION:

None

FUNDING:

Budget:	$3,525,000	FSTED Grant No. 45397319401, Maritime High Performance Center Dock Complex
	$1,175,000	Matching Funds From Port Reserves
	$4,700,000	Total
Actual:	$4,700,000	Anticipated Construction Costs (Estimated/Budgeted)
	$4,700,000	Total

FINANCIAL IMPACT:

Docusign Envelope ID: 61F7B6FD-4920-4114-B55E-FA77B5E6458E

The total cost of the Pensacola Maritime High-Performance Center of Excellence Dock Complex project is $4,700,000, with funding allocated as follows:

- FDOT Seaport Grant Program Contribution: $3,525,000 (75%)
- City of Pensacola Local Match: $1,175,000 (25%)

The local match requirement will be funded from the Port Fund.

Docusign Envelope ID: 61F7B6FD-4920-4114-B55E-FA77B5E6458E

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 25-140 City Council 2/27/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 453973-1-94-01 PENSACOLA MARITIME HIGH PERFORMANCE CENTER OF EXCELLENCE DOCK COMPLEX

RECOMMENDATION:

That City Council approve the acceptance of Public Transportation Grant Agreement (PTGA) 453973-1-94-01, Maritime High-Performance Center of Excellence Dock Complex at the Port of Pensacola in support of American Magic, in the total grant amount of $3,525,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The City of Pensacola has been awarded state funding through the Florida Department of Transportation Seaport Grant Program to support the Maritime High-Performance Center of Excellence Dock Complex at the Port of Pensacola. The grant will facilitate planning, design, and construction of the dock complex, which will support maritime workforce training, research, and economic growth.

The project aligns with regional economic development goals by enhancing marine industry infrastructure and attracting a skilled workforce and investment to the area. The initiative will contribute to the modernization of the Port of Pensacola and expand its operational capabilities to support cutting-edge watercraft development and testing facilities.

PRIOR ACTION:

Docusign Envelope ID: 61F7B6FD-4920-4114-B55E-FA77B5E6458E

None

FUNDING:

Budget:	$3,525,000	FSTED Grant No. 45397319401, Maritime High Performance Center Dock Complex
	1,175,000	Matching Funds From Port Reserves
	$4,700,000	
Actual:	$4,700,000	Anticipated Construction Costs (Estimated/Budgeted)

FINANCIAL IMPACT:

The total cost of the Pensacola Maritime High-Performance Center of Excellence Dock Complex project is $4,700,000, with funding allocated as follows:

FDOT Seaport Grant Program Contribution: $3,525,000 (75%)
City of Pensacola Local Match: $1,175,000 (25%)

The local match requirement will be funded from the Port Fund. Adoption of the supplemental budget resolution will adopt the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/7/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Thomas Coggin, Interim Port Director

ATTACHMENTS:

1. PTGA No. 453973-1-94-01

PRESENTATION: No

Docusign Envelope ID: 61F7B6FD-4920-4114-B55E-FA77B5E6458E

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO,PORT	FLAIR Category:	088794
453973-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55032020329
Contract Number:	G3B51	Federal Award Date:		Vendor Number:	F596000406008
CFDA Number:	N/A	Agency SAM/UEI Number:	80-939-7102		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 04/21/2025 | 8:34 AM EDT, 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 Maritime High- Performance Center of Excellence Dock Complex 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**
X **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:

X Exhibit A: Project Description and Responsibilities
X 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
X Exhibit D: Agency Resolution
X Exhibit E: Program Specific Terms and Conditions
X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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Docusign Envelope ID: 61F7B6FD-4920-4114-B55E-FA77B5E6458E

__ *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, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

   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 $4,700,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $3,525,000 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:

X 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

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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

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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

By: _____

Name: Amy S. Miller

Title: Deputy City Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Tim Smith, P.E.
00EA910BEA3D404...

Name: Tim Smith, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by: Kristy Kirkland
140DE2B77CAB4D4...

Attest:

Ericka L. Burnett
03/14/2025 04:40:42

City Clerk

Legal as to form and substance:

Kia M. Goldsmith

Assistant City Attorney
03/14/2025 09:37:43 AM

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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)): The Maritime High-Performance Center of Excellence Dock Complex project is part of phase one of the overall Port of Pensacola's Maritime Operations Modernization project. The entire Center of Excellence will include a boat launch and testing facility to facilitate research and development of cutting-edge watercraft, boat building, and for competitive sailing use. The project aims to attract new manufacturing and workforce to the region while supporting growth in ocean sciences research and watercraft development. By leveraging the natural advantages of the Pensacola Bay waterway, this project will provide long-term economic benefits to Northwest Florida. This on the water dock and launching facility is the crucial link to the overall project.

B. Project Location (limits, city, county, map): City of Pensacola (Port of Pensacola)/Pensacola, FL/

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the environmental work, design work, and construction work required to complete the dock complex development activities described in the Project Description, including: aids to navigation; apron improvements; asphalt paving activities; benthic studies; berthing area widening and deepening; bulkhead caps; cap faces repair or installation; cable protection systems; cap soffits repair or installation; cast in place concrete; cathodic protection; compaction; concrete; concrete beams; concrete caps; construction; construction inspection services; construction management services; construction services; consulting services; contractor stand-by; cost estimates; crack repairs; crane rail repair or installation; deck ballast; demobilization; demolition; electrical components and systems; engineering services; environmental assessments; fasteners and connectors; fenders and bollards; form work; geotechnical services; historical resource studies; installation and testing; lighting systems; mitigation assessments; mobilization; painting; panel soffits repair or installation; permitting; pilings; plan development (e.g., 30 / 60 / 90 / 100 % and as-builts); precast concrete; preconstruction engineering and design; procurement costs; rebar repair or installation; reconstruction of underdeck concrete; seagrass studies; sheet piling; shore and slope protection; sidewalk and walkway systems; signage and way finding; steel; stormwater management; striping of roadway or storage areas; structural components; surveying; temporary structures; tie-back systems; turning basin widening and deepening; utilities; and, water quality protection structures.???????

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

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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
	PORT	088794	2025	751000	55.005	Seaport Grant Program	$2,625,000.00
	LF	-	2025	-	-	Local Matching Funds	$875,000.00
	DPTO	088809	2025	750098	55.014	Intermodal Program	$900,000.00
	LF	-	2025	-	-	Local Matching Funds	$300,000.00
	Total Financial Assistance						$4,700,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$3,525,000.00	$1,175,000.00	$0.00	$4,700,000.00	75.00	25.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$3,525,000.00	$1,175,000.00	$0.00	$4,700,000.00			

*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)	

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

DocuSigned by:
Ray Corbitt
[illegible]BF14D0...

Signature

04/16/2025 | 11:38 AM EDT

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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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.

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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.

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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 --

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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.

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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:** $3,525,000

*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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/2021

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	PORB	FLAIR Category:	088794
445549-1-94-03		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55032020329
				Vendor Number:	F596000406008
Contract Number:		Federal Award Date:			
CFDA Number:	N/A	Agency DUNS Number:	07-313-1559		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

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 waterside improvements 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**
   X **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:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *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.

9. Project Cost:

a. The estimated total cost of the Project is $838,108. 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 $628,581 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:

X 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, 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 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 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.

    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.

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 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 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 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 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.

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 subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify 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 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, 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 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

By: _____ David V Forte C=US, O=City of Pensacola, CN=David V Forte, E=dforte@cityofpensacola.com 2022-05-11 11:26:15

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Tim Smith, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

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 berth improvements initiative. This project has four (4) components intended to rehabilitate and increase resiliency of waterside facilities at the seaport. 1) Rehabilitation of Berths 2, 3, 5, 6, 7, and the ferry terminal dock damaged by hurricane generated storm surge and wave action; 2) Refurbish berth cathodic protection systems damaged by hurricane generated storm surge and wave action; 3) Maintenance dredging; 4) Restore rip rap shoreline protection damaged by hurricane generated storm surge and wave action.

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 the environmental work, design work, and construction work required to complete the Berth development activities described in the Project Description, including: aids to navigation; anchoring system and components; apron improvements; asphalt paving activities; backfill; benthic studies; berth/basin area maintenance dredging; bulkhead caps; cap faces repair or installation; cable protection systems; cap soffits repair or installation; cast in place concrete; cathodic protection; compaction; concrete; concrete beams; concrete caps; construction; construction inspection services; construction management services; construction services; consulting services; contractor stand-by; cost estimates; crack repairs; crane rail repair or installation; deck ballast; demobilization; demolition; electrical components and systems; engineering services; environmental assessments; fasteners and connectors; fenders / fender system and bollards; form work; geotechnical services; historical resource studies; installation and testing; lighting systems; mitigation assessments; mobilization; painting; panel soffits repair or installation; permitting; pilings; plan development (e.g., 30 / 60 / 90 / 100 % and as-builts); precast concrete; preconstruction engineering and design; procurement costs; rebar repair or installation; reconstruction of underdeck concrete; seagrass studies; sealers; sheet piling; shore and slope protection; sidewalk and walkway systems; signage and way finding; steel; stormwater management; striping of roadway or storage areas; structural components; surveying; temporary structures; tie-back systems; turning basin widening and deepening; utilities; and, water quality protection structures.

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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Berth 1
Berth 2
Berth 3
Berth 5
Berth 6
Berth 7
Approximate berth maintenance dredge area
Approximate berth maintenance dredge area
Approximate berth maintenance dredge area
Project Locations
Approximate locations and port boundary
Legend
F – Ferry Location
- Warehouse Numbers
N

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
445549-1-94-03	PORB	088794	2022	751000	55.005	Seaport Grant Program	$628,581.00
445549-1-94-03	LF	088794	2022	-	-	Local Matching Funds	$209,527.00
	Total Financial Assistance						$838,108

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	$628,581.00	$209,527.00	$0.00	$838,108.00	75.00	25.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$628,581.00	$209,527.00	$0.00	$838,108.00			

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

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

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.

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

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,

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.

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: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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.

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.

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.

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:** $628,581

*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

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 22-00096

File ID:	22-00096	***Type:** Legislative Action Item	**Status:** Passed
Version:	1	**Attorney Review::**	***Meeting Body:** City Council
			File Created: 01/14/2022
Subject:			**Final Action:** 02/10/2022
Title:	PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 445549-1-94-03, WATERSIDE IMPROVEMENTS		
			***Agenda Date:** 02/10/2022
Sponsors:	Grover C. Robinson, IV		**Enactment Date:**
Attachments:	Grant Agreement No 445549-1-94-03, Supplemental Budget Resolution No. 2022-024, Supplemental Budget Explanation No. 2022-024		**Enactment Number:**
Recommendation:			**Hearing Date:**
Entered by:	LRoan@cityofpensacola.com		**Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	02/07/2022	Placed on Regular Agenda				Pass
	Action Text:	This Legislative Action Item was Placed on Regular Agenda.					
1	City Council	02/10/2022	Approved				Pass
	Action Text:	A motion was made by Council Member Jones, seconded by Council Vice President Wiggins, that this Legislative Action Item be Approved. The motion carried by the following vote: Yes: 7 Council President Hill, Council Vice President Wiggins, Council Member Jones, Council Member Moore, Council Member Brahier, Council Member Myers, and Council Member Broughton					

Text of Legislative File 22-00096

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 445549-1-94-03, WATERSIDE

IMPROVEMENTS

RECOMMENDATION:

That City Council authorize the Mayor to execute Florida Seaport Transportation Economic Development (FSTED) Grant No. 445549-1-94-03 for Hurricane Sally-related waterside improvements in the amount of $628,581. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 16, 2020, Hurricane Sally made landfall before dawn near Gulf Shores, Alabama, causing significant damage to both the waterside and landside improvements at the Port of Pensacola. While the Port has received funding from the Federal Emergency Management Agency (FEMA) and the Florida Division of Emergency Management (FDEM) through FEMA's Public Assistance Program, the assistance only reimburses 87.5% of the total project cost, leaving the remaining 12.5% to be covered by the Port. Since repairs for both the waterside and landside improvements are estimated to be in the millions, staff started researching options to assist the Port in covering the 12.5% not covered under FEMA's Public Assistance Program.

At the January 12, 2021, Florida Ports Financing Commission (FPFC) meeting, the FPFC agreed to issue Florida Ports Financing Commission refunding Revenue Bonds, Series 2021 in order to refinance the Series 2011 Bonds. The savings realized by the refunding were deposited into the State of Florida's Seaport Grant Program and funds were awarded to various Florida ports through the Florida Department of Transportation (FDOT). The Port of Pensacola's allocation totaled $628,581 for waterside rehabilitations and $453,131 for landslide rehabilitations. As part of the application process, the Port requested that these allocations be used to fund any cost the Port would be responsible for covering as it relates to the Hurricane Sally Public Assistance projects approved by FEMA.

The Florida Ports Financing Commission in the fall of 2020 refinanced their series 19 bonds using a portion of those proceeds and the FSTED grant allocation process, has awarded the Port of Pensacola $628,581 for use for hurricane rehabilitation waterside projects. Additionally, these funds may also be used to satisfy the 12.5% FEMA match requirement for projects related to damage from Hurricane Sally. These funds may be used any of the following waterside Hurricane Sally damages: 1) Rehabilitation of Berths 2, 3, 5, 6, 7, and the ferry terminal dock damaged by hurricane generated storm surge and wave action; 2) Refurbish berth cathodic protection systems damaged by hurricane generated storm surge and wave action; 3) Maintenance dredging; 4) Restore rip rap

shoreline protection damaged by hurricane generated storm surge and wave action. Additionally, obligated funds from FEMA Project Worksheets (PW) projects may be used to satisfy the local match.

PRIOR ACTION:

None

FUNDING:

Budget:	$628,581	FDOT Seaport Grant
Actual:	$628,581	Waterside Rehabilitation Projects

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of $628,581. Any required grant match will be met with funds allocated by FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes
1/26/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator-Administration & Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

1) Grant Agreement No 445549-1-94-03
2) Supplemental Budget Resolution No. 2022-024
3) Supplemental Budget Explanation No. 2022-024

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 2022-024

File ID:	2022-024	***Type:** Resolution	**Status:** Passed
Version:	1	**Attorney Review::**	***Meeting Body:** City Council
			File Created: 01/14/2022
Subject:			**Final Action:** 02/10/2022

Title: SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-024 FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 445549-1-94-03, WATERSIDE IMPROVEMENTS

			***Agenda Date:** 02/10/2022
Sponsors:	Grover C. Robinson, IV		**Enactment Date:** 02/17/2022
Attachments:	Supplemental Budget Resolution No. 2022-024, Supplemental Budget Explanation No. 2022-024		**Enactment Number:** 2022-024
Recommendation:			**Hearing Date:**
Entered by:	LRoan@cityofpensacola.com		**Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	02/07/2022	Placed on Regular Agenda				Pass
	Action Text:	This Resolution was Placed on Regular Agenda.					
1	City Council	02/10/2022	Adopted				Pass
	Action Text:	A motion was made by Council Member Jones, seconded by Council Member Moore, that this Resolution be Adopted. The motion carried by the following vote: Yes: 7 Council President Hill, Council Vice President Wiggins, Council Member Jones, Council Member Moore, Council Member Brahier, Council Member Myers, and Council Member Broughton					

Text of Legislative File 2022-024

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-024 FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 445549-1-94-03, WATERSIDE IMPROVEMENTS

RECOMMENDATION:

That City Council adopt supplemental Budget Resolution 2022-024

A RESOLUTION AUTHORIZING AND MAKING REVENUE REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 16, 2020, Hurricane Sally made landfall before dawn near Gulf Shores, Alabama, causing significant damage to both the waterside and landside improvements at the Port of Pensacola. While the Port has received funding from the Federal Emergency Management Agency (FEMA) and the Florida Division of Emergency Management (FDEM) through FEMA's Public Assistance Program, the assistance only reimburses 87.5% of the total project cost, leaving the remaining 12.5% to be covered by the Port. Since repairs for both the waterside and landside improvements are estimated to be in the millions, staff started researching options to assist the Port in covering the 12.5% not covered under FEMA's Public Assistance Program.

At the January 12, 2021, Florida Ports Financing Commission (FPFC) meeting, the FPFC agreed to issue Florida Ports Financing Commission Refunding Revenue Bonds, Series 2021 in order to refinance the Series 2011 Bonds. The savings realized by the refunding were deposited into the State of Florida's Seaport Grant Program and funds were awarded to various Florida ports through the Florida Department of Transportation (FDOT). The Port of Pensacola's allocation totaled $628,581 for waterside rehabilitations and $453,131 for landslide rehabilitations. As part of the application process, the Port requested that these allocations be used to fund any cost the Port would be responsible for covering as it relates to the Hurricane Sally Public Assistance projects approved by FEMA.

The Florida Ports Financing Commission in the fall of 2020 refinanced their series 19 bonds using a portion of those proceeds and the FSTED grant allocation process, has awarded the Port of Pensacola $628,581 for use for hurricane rehabilitation waterside projects. Additionally, these funds may also be used to satisfy the 12.5% FEMA match requirement for projects related to damage from Hurricane Sally. These funds may be used any of the following waterside Hurricane Sally damages: 1) Rehabilitation of Berths 2, 3, 5, 6, 7, and the ferry terminal dock damaged by hurricane generated storm surge and wave action; 2) Refurbish berth cathodic protection systems damaged by hurricane generated storm surge and wave action; 3) Maintenance dredging; 4) Restore rip rap shoreline protection damaged by hurricane generated storm surge and wave action.

Additionally, Obligated funds from FEMA Project Worksheets (PW) projects may be used to satisfy the local match.

PRIOR ACTION:

NONE

FUNDING:

Budget: $628,581 FDOT Seaport Grant

Actual: $628,581 Waterside Rehabilitation Projects

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of $628,581. Any required match will be met with funds allocated my FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes
1/26/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator-Administration & Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

1) Supplemental Budget Resolution No. 2022-024
2) Supplemental Budget Explanation No. 2022-024

PRESENTATION: No

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 7/2021

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	PORB	FLAIR Category:	088794
413775-2-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55032020329
Contract Number:	G2883	Federal Award Date:		Vendor Number:	F596000406008
CFDA Number:	N/A	Agency DUNS Number:	07-313-1559		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 5/27/2022 | 9:03 AM EDT, 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 warehouse improvements 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**
   X **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:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *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 $400,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance.** The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $200,000 and, the Department's participation in the Project shall not exceed 50.00% 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:

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

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

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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 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

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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.

    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

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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.

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

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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 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

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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 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

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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 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

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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 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.

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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

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for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify 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 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

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coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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.

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f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Pensacola

By: David V Forte C=US, O=City of Pensacola, CN=David V Forte, E=dforte@cityofpensacola.com

Name: _____

Title: _____

Attest: Ericka L. Burnett
Ericka L Burnett
City Clerk
eburnett@cityofpensacola.com
2022.04.21 15:37:16-05'00'

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Tim Smith, P.E. 00EA910BEA3D404...

Name: Tim Smith, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by: Erin Oliver CC336BED06F346D...

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

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 Department participation on Port of Pensacola's warehouse improvements initiative. This project includes the purchase and installation 10-ton bridge crane for warehouse 9, which will increase on-port manufacturing and cargo capabilities.

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 the procurement of capital equipment to complete the activities described in the Project Description, including: bridge crane runway beams; control systems; demobilization; electrical systems; hoist systems; installation and testing; mobilization; motorized bridge crane end trucks; motorized hoist trolley; power supply; single girder wide flange beam; structural components.

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
413775-2-94-02	PORB	088794	2022	751000	55.005	Seaport Grant Program	$200,000.00
413775-2-94-02	LF	088794	2022	-	-	Local Matching Funds	$200,000.00
	Total Financial Assistance						$400,000

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	$200,000.00	$200,000.00	$0.00	$400,000.00	50.00	50.00	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	$200,000.00	$200,000.00	$0.00	$400,000.00			

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

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

DocuSigned by:
Ray Corbitt
0B560F2E9BF14D0...

5/26/2022 | 8:30 AM EDT

Signature Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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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.

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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.

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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 --

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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.

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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:** $200,000

*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

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MEMORANDUM

TO: Grover C. Robinson IV, Mayor

FROM: Clark Merritt, Port Director

DATE: 4/22/2022

SUBJECT: Corrected FDOT Grant Agreement (PTGA)

SUMMARY:

Request Mayor approve the corrected grant agreement originally accepted at City Council December 16, 2021.

FDOT staff notified the port that there was a Scribner's error on the PTGA that had already been signed by the City and returned to FDOT for their execution. This PTGA Is the corrected one reflecting the correct FPN.

See attached Council Action for PTGA details.

PRIOR ACTION:

December 16, 2021	Council approval for grant
January 3, 2022	PTGA signed by Mayor's office – Amy Miller
March 2022	FDOT notified Port that there was an error and resent PTGA for City execution

FUNDING: N/A

FINANCIAL IMPACT: N/A

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Clark Merritt

From: Corbitt, Ray <Ray.Corbitt@dot.state.fl.us>
Sent: Thursday, March 3, 2022 8:42 AM
To: Clark Merritt
Cc: Lynn Roan
Subject: RE: [EXTERNAL] Corrected PTGA

That is correct. The FPID was off. 413775-2-94-02. This doesn't change the scope in anyway. Any resolution that was passed from your side should still be valid as long as your legal is fine with it. That number really has no significance to the port. It is an identification number for us.

I hope that helps

Thank you
Ray

From: Clark Merritt <cmerritt@cityofpensacola.com>
Sent: Thursday, March 3, 2022 8:36 AM
To: Corbitt, Ray <Ray.Corbitt@dot.state.fl.us>
Cc: Lynn Roan <LRoan@cityofpensacola.com>
Subject: RE: [EXTERNAL] Corrected PTGA

EXTERNAL SENDER: Use caution with links and attachments.

Vr#Jd|#,#inihvk#p h#bv#wr#z kdw#qxp ehu#z dv#qfruhfwB#Z dv#w#kh#Iqdqfldo#Surmhfw#Qxp ehuB##
#
M. Clark Merritt Jr.
Port Director

Office: 850.436.5074
Cell: 850.619.6299
700 S. Barracks St
Pensacola, FL 32502
cmerritt@cityofpensacola.com
Visit us at www.portofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

#

From: Corbitt, Ray <Ray.Corbitt@dot.state.fl.us>
Sent: Wednesday, March 2, 2022 3:21 PM

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To: Clark Merritt <cmerritt@cityofpensacola.com>
Cc: Lynn Roan <LRoan@cityofpensacola.com>
Subject: [EXTERNAL] Corrected PTGA

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Please see the corrected PTGA. Sorry for any inconvenience.

Thank you

Ray Corbitt
FDOT District 3
Rail & Seaport Coordinator
850-330-1557 (Office)
850-703-9800 (Cell)
Ray.Corbitt@dot.state.fl.us

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 22-00174

File ID:	22-00174	***Type:** Legislative Action Item	**Status:** Passed
Version:	1	**Attorney Review::**	***Meeting Body:** City Council
			File Created: 02/09/2022
Subject:			**Final Action:** 03/24/2022
Title:	PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO. 445548-1-94-03 - UPLAND CARGO IMPROVEMENTS INITIATIVE		***Agenda Date:** 03/24/2022
Sponsors:	Grover C. Robinson, IV		**Enactment Date:**
Attachments:	Grant Agreement No. 445548-1-94-03, Supplemental Budget Resolution-No. 2022-028-Resolution, Supplemental Budget Resolution-No. 2022-028-Explanation		**Enactment Number:**
Recommendation:			**Hearing Date:**
Entered by:	cmerritt@cityofpensacola.com		**Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	03/21/2022	Placed on Regular Agenda				Pass
	Action Text:	This Legislative Action Item was Placed on Regular Agenda.					
1	City Council	03/24/2022	Approved				Pass
	Action Text:	A motion was made by Council Member Jones, seconded by Council Member Moore, that this Legislative Action Item be Approved. The motion carried by the following vote: Yes: 7 Council President Hill, Council Vice President Wiggins, Council Member Jones, Council Member Moore, Council Member Brahier, Council Member Myers, and Council Member Broughton					

Text of Legislative File 22-00174

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

INVESTMENT PROGRAM GRANT NO. 445548-1-94-03 - UPLAND CARGO IMPROVEMENTS INITIATIVE

RECOMMENDATION:

That City Council authorize the Mayor to execute Florida Seaport Grant and Seaport Investment Program grant No. 445548-1-94-03, for Upland Cargo Improvements Initiative in the amount of $1,524,565. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Port Staff, working with the FDOT Seaports office, coordinated securing grant funding for various port projects as part of the FDOT Seaport Investment Program. As funds become available, they are distributed based on existing port needs.

The funds associated with this grant focus on two component areas: rebuilding port roadways and cargo laydown areas, and improvements to warehouses, buildings, and lighting. Authorized project grant scope includes environmental, design, and construction work for the two component areas. Funds may also be used to assist with Hurricane Sally storm damages.

Additionally, obligated funds, for either component from FEMA Project Worksheets (PW) projects may be used to satisfy the local match.

PRIOR ACTION:

None

FUNDING:

Budget: $1,524,565 FDOT Seaport Grant Program and
Seaport Investment Program

Actual: $1,524,564 Roadway and Cargo Laydown Area Repairs and
Improvements

FINANCIAL IMPACT:

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of $1,524,564. Any required grant match will be met with funds obligated by FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes
2/28/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

1) Grant Agreement No. 445548-1-94-03
2) Supplemental Budget Resolution No. 2022-028
3) Supplemental Budget Explanation No. 2022-028

PRESENTATION: No

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 21-01053

File ID: 21-01053 ***Type:** Legislative Action Item **Status:** Passed

Version: 1 **Attorney Review::** ***Meeting Body:** City Council

File Created: 11/18/2021

Subject: **Final Action:** 12/16/2021

Title: PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT FUNDS FOR WAREHOUSE IMPROVEMENT PROJECTS ALLOCATED BY THE REFINANCE OF FLORIDA PORTS FINANCING COMMISSION SERIES 19 BONDS

***Agenda Date:** 12/16/2021

Sponsors: Grover C. Robinson, IV **Enactment Date:**

Attachments: Grant Agreement No. 413775-1-94-02, Supplemental Budget Resolution, Supplemental Budget Explanation **Enactment Number:**

tecommendation: **Hearing Date:**

Entered by: cmerritt@cityofpensacola.com **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	12/13/2021	Placed on Regular Agenda				Pass
	Action Text:	This Legislative Action Item was Placed on Regular Agenda.					
1	City Council	12/16/2021	Approved				Pass
	Action Text:	A motion was made by Council Member Moore, seconded by Council Member Brahier, that this Legislative Action Item be Approved. The motion carried by the following vote: Yes: 6 Council President Hill, Council Vice President Wiggins, Council Member Moore, Council Member Brahier, Council Member Myers, and Council Member Broughton Absent: 1 Council Member Jones					

Text of Legislative File 21-01053

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT FUNDS FOR WAREHOUSE IMPROVEMENT PROJECTS ALLOCATED BY THE REFINANCE OF FLORIDA PORTS FINANCING COMMISSION SERIES 19 BONDS

RECOMMENDATION:

That City Council accept and authorize the Mayor to execute State of Florida, Florida Seaport Transportation Economic Development (FSTED) Grant agreement for Warehouse Improvements #413775-1-94-02 in the amount of $400,000 comprised of $200,000 in Florida Ports Financing Commission bond refinance funds and $200,000 in local match provided by Streamline Boats of NW Florida. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Florida Ports Financing Commission in the fall of 2020 refinanced their series 19 bonds and, using a portion of those proceeds and the FSTED grant allocation process, has awarded the Port of Pensacola $200,000 for the purchase and installation of a crane for Warehouse 9/10 adding significantly to the capabilities of the facility. Streamline Boats of NW Florida will provide the local match of $200,000 to complete the project.

PRIOR ACTION:

None

FUNDING:

Budget:	$ 200,000	FSTED grant (Warehouse Improvements #413775-1-94-02)
	200,000	Streamline Boats of NW Florida (Port Matching Funds 50%)
	$ 400,000	

Actual:	$ 80,000	Design, Engineering, Permitting, etc.
	320,000	Purchasing and Contracting
	$ 400,000	

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the FSTED Grant funds in the amount of $200,000 and local match provided by Streamline Boats of NW Florida in

DocuSign Envelope ID: C1824D5C-689A-4A4D-963C-7AD5ABA259C3

the amount of $200,000 for a total amount of $400,000.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes
11/30/2021

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy S. Miller, Deputy City Administrator - Administration and Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

1) Grant Agreement No. 413775-1-94-02
2) Supplemental Budget Resolution
3) Supplemental Budget Explanation

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-48 | Agenda Conference | 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: STATE-C-JG171 MOBILE INVESTIGATIVE TECHNOLOGIES PLATFORM

RECOMMENDATION:

That City Council approve the acceptance of the FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: State-C-JG171 Mobile Investigative Technologies Platform for a mobile surveillance camera unit in the amount of $49,699.00. Further, that City Council ratify the Mayor's action necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Pensacola Police Department (PPD) submitted a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG): State—to support efforts to purchase a mobile surveillance camera unit—and received a grant from the Florida Department of Law Enforcement JAG FY25 in the amount of $49,699.00.

On a routine basis, large events, celebrations, protests, parades, festivals, and impromptu gatherings are occurring, which is taxing the City of Pensacola Police Department's (PPD) resources beyond its means. Due to the nature of the events and size of the crowd, policing can be difficult, and the safety of the public and officers is at risk. Downtown Pensacola is host to an annual Mardi Gras parade that draws an estimated 100,000 spectators. Eighty-four sworn officers were assigned to the event, which provided an approximate ratio of 1190 spectators per officer. The funding provided in this grant will allow for the purchase of a mobile surveillance camera unit to deploy at events such as this, which will function as a force multiplier.

Currently, to police the above-mentioned events, the PPD requires officers to work overtime. PPD is also dependent upon the assistance of other local agencies for additional manpower and borrowed mobile surveillance camera units. The PPD has already laid the groundwork to take full advantage of technology-based resources such as this through cooperative participation in a joint Real Time Crime Center. The City of Pensacola will purchase a mobile surveillance camera unit for the Pensacola Police Department, which will allow law enforcement to monitor events, crowds, and traffic from a safe location. The mere presence of the mobile surveillance camera unit will function as a crime deterrent and can provide real-time information to responding officers. The JAG Program blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs (under Title XI-Department of Justice Reauthorization) to provide agencies with the flexibility to prioritize and place justice funds where they are most needed. The JAG Program provides states, tribes, and local governments funding to support a broad range of activities to prevent and control crime based upon local needs and conditions. Matching funds are not required under the JAG Program.

Among the grant requirements is that the Pensacola Police Department notify City Council of its intended use of the grant and allow the citizens an opportunity to comment prior to the application submission.

PRIOR ACTION:

None

FUNDING:

Budget:	$49,699.00	
Actual:	$49,699.00	
	$49,699.00	TOTAL

FINANCIAL IMPACT:

The estimated grant award for the FY25 Edward Byrne Memorial Justice Assistance (JAG) Program: State is $49,699.00 based on the 2025 Florida Local JAG Allocations. 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: No

11/21/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. FDLE Award Agreement No. JG171
2. Supplemental Budget Resolution No. 2025-95
3. Supplemental Budget Explanation No. 2025-95

PRESENTATION: No

State of Florida
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants (CJG)
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Pensacola

Recipient SAM UEI: UBMRAF87HQF5

Award Number: JG171

Award Period: 07/01/2025 – 03/31/2026

Award Title: C-JG171: Mobile Investigative Technologies Platform

Federal Funds: $49,699.00

Matching Funds: $0.00

Total Funds: $49,699.00

CFDA: 16.738

Federal Award Number: 15PBJA-24-GG-04224-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Pensacola (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix C)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix E and Appendix F** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: JG171
Award Title: C-JG171: Mobile Investigative Technologies Platform
Award Period: 07/01/2025 – 03/31/2026

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: 11/10/25

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient
City of Pensacola

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature: _____ Date: 11/6/2025

Typed Name and Title: DC Reeves, Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number:	JG171
Recipient:	City of Pensacola
Award Title:	C-JG171: Mobile Investigative Technologies Platform
Award Period:	07/01/2025 - 03/31/2026

Problem Identification

On a routine basis, large events, celebrations, protests, parades, festivals, and impromptu gatherings are occurring, which is taxing the City of Pensacola's Police Department resources beyond its means. Due to the nature of the event and size of the crowd, policing can be difficult, and the safety of the public and officers is at risk. For example, downtown Pensacola is host to an annual Mardi Gras Parade which drew over an estimated 100,000 spectators. Eighty-four sworn officers were assigned to the event, which provided an approximate ration of 1190 spectators for every one officer. The funding provided in this grant will allow for the purchase a mobile surveillance camera unit to deploy at events such as this, which will function as a force multiplier. Currently to police the above-mentioned events, the Pensacola Police Department (PPD) requires officers to work overtime. PPD is also dependent upon the assistance of other local agencies for additional manpower and borrowed mobile surveillance camera units. The PPD has already laid the groundwork to take full advantage of technology-based resources such as this through cooperative participation in a joint Real Time Crime Center.

Scope of Work

The City of Pensacola will purchase a mobile surveillance camera unit for the Pensacola Police Department which will allow law enforcement to monitor events, crowds, and traffic from a safe location. The mere presence of the mobile surveillance camera unit will function as a crime deterrent and can provide real time information to responding officers.

Appendix B - Deliverables

Award Number:	JG171
Recipient:	City of Pensacola
Award Title:	C-JG171: Mobile Investigative Technologies Platform
Award Period:	07/01/2025 - 03/31/2026

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure a mobile surveillance security trailer.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $49,699.00

Appendix C - Approved Budget

Award Number:	JG171		
Recipient:	City of Pensacola		
Award Title:	C-JG171: Mobile Investigative Technologies Platform		
Award Period:	07/01/2025-03/31/2026		
Award Amount:	$49,699.00	$0.00	$49,699.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Security Trailer Base Package	1-Security Trailer Base Package including trailer, mast, cameras, solar charging system, generator, batteries, license bundle for recording, hard drive, router etc. @ $70,947.95 less 10% discount of $7,094.80 = $63,853.15. Freight $1,500.00. Total Cost: $65,353.15	$49,699.00	$0.00	$49,699.00
D. Equipment Subtotal:				**$49,699.00**

Appendix D: Award Contacts

Award Number:	JG171
Recipient:	City of Pensacola
Award Title:	C-JG171: Mobile Investigative Technologies Platform
Award Period:	07/01/2025 - 03/31/2026

Recipient Grant Manager (GM)

Name:	Matthew Coverdale
Title:	Captain
Address:	711 N. Hayne St. Pensacola, FL 32501
Phone:	8504351851
Email:	mcoverdale@cityofpensacola.com

Recipient Chief Official (CO)

Name:	DC Reeves
Title:	Mayor
Address:	222 West Main Street Pensacola, FL 32502
Phone:	8504351625
Email:	DCReeves@cityofpensacola.com

Recipient Chief Financial Officer (CFO)

Name:	Jennifer Cole
Title:	Finance & Procurement Manager
Address:	711 N. Hayne St. Pensacola, FL
Phone:	8504351856
Email:	jscole@cityofpensacola.com

Appendix E: Special Conditions

Award Number:	JG171
Recipient:	City of Pensacola
Award Title:	C-JG171: Mobile Investigative Technologies Platform
Award Period:	07/01/2025 - 03/31/2026

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001	At the time of application review, it was noted the Recipient's SAM.gov registration will expire on 04/03/2026. In order to prevent delays in payment, the Recipient should renew its registration in SAM.gov prior to the expiration date.
S0105	At the time of application, the Recipient indicated that items under its OCO threshold would be inventoried. Recipients that purchase equipment with federal funds are required to maintain a Capital Asset/Equipment Inventory as per §2 CFR 200.313(d)(1).
W0114	WITHHOLDING OF FUNDS: The Single Audit Certification for the year ending September 30, 2024, indicates the recipient expended a total of $184,164 in federal funds. However, a review of the audit from the same year, indicates the recipient expended a total of $28,164,366. Prior to the drawdown of funds on this award, the recipient must provide a written justification for the difference in funds OR provide a revised Single Audit Certification.
S0053	At the time of application, the Recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320 (see Subaward Management Questionnaire (SMQ) section VIII). Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
S0058	At the time of application, the Recipient indicated that it is required to create and maintain an EEO Plan. The Recipient must provide a copy of its Utilization Report to the Office of Criminal Justice Grants at monitoring.
W0067	WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for the security trailer base package, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
S0086	A project risk assessment completed at the time of application review determined this project is HIGH-RISK. Full backup documentation supporting all expenditures must accompany each payment request submitted to OCJG for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

W0092	WITHHOLDING OF FUNDS: The project period for this award started 07/01/2025. Prior to the drawdown of funds, the Recipient must submit all quarterly performance reports due since the start date of the award period.

Appendix F – FY2024 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. FDLE awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://www.ojp.gov/doj-financial-guide-2022

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: https://www.ecfr.gov/
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf and https://files.floridados.gov/media/706718/gs2-june-2023.pdf

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also the definitions of *capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment,* and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** - If a project is not operational within (60) days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within (90) days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 **Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 **State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 **Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 **"Pay–to–Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 **The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 **Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 **Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 **Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 **Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 **Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 **General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act.

16.0 **Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the

recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 Personally Identifiable Information Breaches - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment, and are incorporated by reference here.

20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.

3.0 Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

4.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.

5.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

6.0 Title II of the Americans with Disabilities Act of 1990 - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in

the delivery of services, including provision to provide reasonable accommodations.

7.0 **Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services.

8.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.

9.0 **Omnibus Crime Control and Safe Streets Act of 1968 –** Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.

10.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

11.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

12.0 **Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us.

13.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

14.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

15.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

16.0 **Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and

account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to FDLE for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by FDLE.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 **Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for FDLE approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.
Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to FDLE for transmittal to the Bureau of Justice Assistance.

9.0 **Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to FDLE, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

10.0 **Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the FDLE grant manager within thirty days of the change.

11.0 **Death in Custody Reporting (JAG Program Only)** – Recipients of funds under Florida's Justice Assistance Grant (JAG) program are required to report all deaths in custody to the Criminal Justice Grants. A death in custody occurs when a person dies who is detained, under arrest, in the process of being arrested, is en route to incarceration, or is incarcerated at a municipal or county jail, state prison, state-run prison boot camp, contracted prison, or other local or state correctional facility. For more information on the reporting requirements, visit: https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Forms/Forms/DCRA.

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) The federal awarding agency that currently designates the recipient high risk, (2). The date the recipient was designated high risk, (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address), and (4) The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by FDLE during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE may withhold award funds, or may impose award conditions or other related requirements, if (as determined by FDLE) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements"

Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that FDLE considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://www.ojp.gov/doj-guide-to-procurement-procedures.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at

least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN,** if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise FDLE in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to FDLE upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://www.ojp.gov/doj-financial-guide-2022); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval

of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 **FFATA Reporting Requirements** - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 **Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 **Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/oiptrainingguidingprinciples.htm.

16.0 **Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

*"This project was supported by **[Federal Award Number]** awarded by the **[Bureau of Justice Assistance/Bureau of Justice Statistics]**. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."*

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 **For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 **Information Technology Projects**

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 **Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination.

Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Whistleblower Protections – An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for FDLE review.

26.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

27.0 For NCHIP & NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

4.0 **Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by FDLE seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements** - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 **Determination of Suitability to Interact with Minors** - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to FDLE, and will resume such obligations only if expressly authorized to do so by FDLE.

3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 **Safe Policing and Law Enforcement** - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 **For JAG: Extreme Risk Protection Programs** - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 **For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 **For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 **For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 **For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 **For RSAT:** Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 **For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 **For PSN: Media-related Outreach** - The recipient agrees to submit to FDLE for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

28.0 **For NCHIP & NARIP: Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

29.0 **For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 **For NCHIP & NARIP: Firearm and Background Checks** - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate – promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

31.0 For Paul Coverdell: Generally Accepted Laboratory Practices – The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

32.0 For Paul Coverdell: Accreditation – The recipient may not obligate, expend, or draw down any funds under this award until the recipient submits documentation sufficient to demonstrate that it is accredited.

33.0 If the recipient is not accredited, the recipient must prepare and apply for accreditation by not more than two years from the award date of this award. If accredited, the recipient must continue to demonstrate such accreditation as a condition of receiving or using these subawarded funds; or, if not accredited, the recipient must use the subawarded funds to prepare and apply for accreditation.

34.0 The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding what BJA will consider to be acceptable documentation of accreditation. The awarded funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that BJA determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient.

The recipient agrees to notify FDLE promptly upon any change in its accreditation status.

35.0 For Paul Coverdell: Gross Income/Revenues – The recipient understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the DOJ Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government sources for the permissible uses of funds listed in the solicitation.

The recipient understands and agrees that program income that is earned during the final one hundred twenty (120) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the one hundred twenty-day (120-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended with one hundred twenty (120) days of the end of the award period must be returned to OJP.

The recipient understands and agrees that, throughout the award period, it must promptly notify BJA if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its method of allocating fees received for such services to program income. Notice must be provided in writing to the BJA grant manager for the award within ten (10) business days of implementation of the change.

36.0 For Paul Coverdell: External Investigations – The recipient shall comply with 34 U.S.C. section 10562(4), relating to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors.

The recipient of this subaward acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, BJA assumes that recipients (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The recipient shall submit the following information as part of its final report:

1) The number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award;
2) Information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral);
3) The outcome of such referrals (if known as of the date of the report); and
4) If any such allegations were not referred, the reasons(s) for the non-referral.

Should the project period for this award be extended, the recipient shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the recipient shall submit the required information as to any period not covered by prior reports as part of its final report. The recipient understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

RESOLUTION
NO. 2025-95

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	7,264,988
Amended To Read:	Federal Grants	7,314,687
As Reads	Capital Outlay	6,060,521
Amended To Read:	Capital Outlay	6,110,220

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 2026 - SUPPLEMENTAL BUDGET RESOLUTION - FY 26 EDWARD BYRNE MEMORIAL JAG GRANT: LOCAL SOLICITATION - RES NO. 2025-95

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	49,699	Increase estimated revenue for Federal Grants
Total Revenues	49,699	
Appropriations		
Cpaital Outlay	49,699	Increase appropriation funding for Capital Outlay
Total Appropriations	49,699	

File #: 26-49 | Agenda Conference | 1/12/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-95 - FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: STATE - C-JG171 MOBILE INVESTIGATIVE TECHNOLOGIES PLATFORM

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-95.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Pensacola Police Department (PPD) submitted a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG): State—to support efforts to purchase a mobile surveillance camera unit—and received a grant from the Florida Department of Law Enforcement JAG FY25 in the amount of $49,699.00.

On a routine basis, large events, celebrations, protests, parades, festivals, and impromptu gatherings are occurring, which is taxing the City of Pensacola Police Department (PPD) resources beyond its means. Due to the nature of the events and size of the crowd, policing can be difficult, and the safety of the public and officers is at risk. Downtown Pensacola is host to an annual Mardi Gras parade that draws an estimated 100,000 spectators. Eighty-four sworn officers were assigned to the event, which provided an approximate ratio of 1190 spectators per officer. The funding provided in this grant will allow for the purchase of a mobile surveillance camera unit to deploy at events such as this, which will function as a force multiplier. Currently, to police the above-mentioned events, the PPD requires officers to work overtime. PPD is also dependent upon the assistance of other local agencies for additional

manpower and borrowed mobile surveillance camera units. The PPD has already laid the groundwork to take full advantage of technology-based resources such as this through cooperative participation in a joint Real Time Crime Center.

The City of Pensacola will purchase a mobile surveillance camera unit for the Pensacola Police Department, which will allow law enforcement to monitor events, crowds, and traffic from a safe location. The mere presence of the mobile surveillance camera unit will function as a crime deterrent and can provide real-time information to responding officers.
The JAG Program blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs (under Title XI-Department of Justice Reauthorization) to provide agencies with the flexibility to prioritize and place justice funds where they are most needed. The JAG Program provides states, tribes, and local governments funding to support a broad range of activities to prevent and control crime based upon local needs and conditions. Matching funds are not required under the JAG Program.

Among the grant requirements are that the Pensacola Police Department notify City Council of its intended use of the grant and allow the citizens an opportunity to comment prior to the application submission.

PRIOR ACTION:

None

FUNDING:

Budget:	$49,699.00	
Actual:	$49,699.00	
	$49,699.00	TOTAL

FINANCIAL IMPACT:

The estimated grant award for the FY25 Edward Byrne Memorial Justice Assistance (JAG) Program: State is $49,699.00 based on the 2025 Florida Local JAG Allocations. 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: No

11/21/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-95
2. Supplemental Budget Explanation No. 2025-95

PRESENTATION: No

RESOLUTION
NO. 2025-95

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	7,264,988
Amended To Read:	Federal Grants	7,314,687
As Reads	Capital Outlay	6,060,521
Amended To Read:	Capital Outlay	6,110,220

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 2026 - SUPPLEMENTAL BUDGET RESOLUTION - FY 26 EDWARD BYRNE MEMORIAL JAG GRANT: LOCAL SOLICITATION - RES NO. 2025-95

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	49,699	Increase estimated revenue for Federal Grants
Total Revenues	49,699	
Appropriations		
Cpaital Outlay	49,699	Increase appropriation funding for Capital Outlay
Total Appropriations	49,699	

File #: 26-50 Agenda Conference 1/12/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-90 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT (PPD) — AIRPORT DIVISION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-90.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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 932.7055, as amended on July 1, 2016, details the circumstances confiscated goods may be used. 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 use of Federal Law Enforcement Trust Funds.

In collaboration with the Airport Director, the Pensacola Police Department (PPD) is requesting $71,999.00 from the Federal Law Enforcement Trust Fund (LETF) 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 $71,999.00 will help fund the following:

- Outfit six (6) recently purchased stock Airport Police designated vehicles with all

necessary emergency law enforcement equipment. The price to fully equip the six (6) vehicles, including the installation cost, totals $59,195.00.

- The purchase of six (6) short-barrel rifles for the PPD Airport and Traffic Divisions A total acquisition of $10,178.00 will enhance deployment and reduce response time to threats of gun violence and critical incidents.
- The purchase of four (4) rifle mounts that are designed to securely conceal the rifles within the motorcycle saddlebag totals $1,624.00.
- The purchase of a "Super Quiet" 5000-watt generator to support the recently renovated Crisis Negotiation trailer. The trailer is designed to be deployed for multiple applications, from community outreach presentations to major critical incidents. A dual fuel unit manufactured by Westinghouse is offered by multiple vendors at $1000.00.

PRIOR ACTION:

None

FUNDING:

Budget:	$71,999.00	
Actual:	$59,195.00	(Emergency Law Enforcement Equipment for 6 airport
	$10,180.00	police vehicles)
	$1,624.00	((6) short barrel rifles)
	$1,000.00	((4) rifle mounts for PPD motorcycle saddlebags)
		(5000-watt generator)
	$71,999.00	TOTAL

FINANCIAL IMPACT:

The funds would be from the Federal Law Enforcement Trust Funds and will 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: No

11/6/2025

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Kristin Brown, Acting Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-90

2. Supplemental Budget Explanation No. 2025-90
3. Letter of Certification

PRESENTATION: No

RESOLUTION
NO. 2025-90

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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	71,999
As Reads:	Operating Expenses	17,263
Amended To Read:	Operating Expenses	89,262

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 2026- SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2025-90

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	71,999	Increase appropriated fund balance
Appropriations		
Operating Expenses	71,999	Increase appropriation for Operating Expenses
Total Appropriations	71,999	

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 Law Enforcement Trust Fund.

Item	Description of Requested Items	Amount
1	Emergency Law Enforcement Equipment (for 6 airport police vehicles)	$59,195
2	(6) Short Barrel Rifles	$10,180
3	(4) Rifle Mounts	$1,624
4	5000-Watt Generator	$1,000
	Total Requested	$71,999

A4.1

Kristin Brown, Chief of Police

12-23-25
Date

File #: 26-59 Agenda Conference 1/12/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-98 - FLORIDA COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT AWARD AGREEMENT NO. H2002 - DISASTER RELIEF FUNDING FOR PORT OF PENSACOLA

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-98.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #4: Resilient Waterfronts and Neighborhoods, and #7: Thirving Businesses and Innovation.

The Port of Pensacola has received and appropriated in previous City Council approvals a total of $11,478,853.38 in grant funds to date to complete this rehabilitation project; $9,103,935.38 in U.S. Department of Housing and Urban Community Development Block Grant – Disaster Recovery (CDBG-DR) funding and $2,374,918 from the Florida Seaport Transportation and Economic Development (FSTED) fund. The CDBG-DR funds must be expended by March 31st, 2027. Florida Commerce has approved, in principle, the reallocation of up to $2.3 million in unused CDBG funding from another Pensacola project to this Port of Pensacola project to enable full project cost funding; the reallocated funding is currently being processed through Florida Commerce and expected to be available in early Spring 2026 and also carries an expiration date of March 31st, 2027. The Port of Pensacola will bring the reallocation grant amendment back to City Council for approval upon receipt of the actual document.

Currently, $9.887 million has been designated for construction activities for this project of the

$11,478,853.38 on hand. It is the intent of the Port of Pensacola to award a contract that includes provisions to add the additional alternative activities through amendments or change orders as the pending CDBG reallocated funds become available. The Port of Pensacola also intends to allocate $181,658.62 from port reserve funds not previously appropriated to enable direct award of the base bid at a minimum given current funding shortfall.

City Council approval for full project cost is being sought in advance of reallocation grant amendment receipt to enable expediency in contract award and construction completion prior to expiration of the CDBG grant funds. The rehabilitation project is estimated to take 12 months to complete. Any potential delays in awaiting future City Council meetings adds additional risk to this project.

PRIOR ACTION:

12-14-23 - Council approved HUD CDBG-DR award HS002 for $9,103,535.38

FUNDING:

Budget:	$9,103,936	CDBG-DR HS002 AWARD FUNDING
	$2,300,000	CDBG-DR HOUSING FUNDING REALLOCATION
	$181,658	PORT LOCAL MATCH
	$11,585,594	
Actual:	$11,585,594	CDBG-DR FUNDING
	$11,585,594	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds to be appropriated in the Port of Pensacola federal grant funding (062020) and local match funding accounts (060060). Adoption of the supplemental budget resolution will fully appropriate all required grant and local match funding required.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Satfford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-98
2. Supplemental Budget Explanation No. 2025-98

PRESENTATION: No

RESOLUTION
NO. 2025-98

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	7,264,988
Amended To Read:	Federal Grants	7,264,988
As Reads	Grants & Aids	0
Amended To Read:	Grants & Aids	0

A. PORT FUND

To:	Fund Balance	186,171
As Reads	Federal Grants	1,696,934
Amended To Read:	Federal Grants	3,996,934
As Reads	Capital Outlay	6,867,843
Amended To Read:	Capital Outlay	9,354,014

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 2026 - SUPPLEMENTAL BUDGET RESOLUTION - Port of Pensacola - FL Commerce Community Development Block Grant (CDBG)- Explanation NO. 2025-98

FUND	AMOUNT	DESCRIPTION
A. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	2,300,000	Increased estimated revenue from Federal Grants - FY 25 Carryforward
Federal Grants	(2,300,000)	Decrease approriation for Federal Grants - Shift to FY 26 Port CDBG Grant
Total Revenues	0	
Appropriations		
Grants & Aids	2,300,000	Increased appropriation for Grants & Aids - FY 25 Carryforward
Grants & Aids	(2,300,000)	Decrease appropriation for Grants & Aids - Shift to FY 26 Port CDBG Grant
Total Appropriations	0	
B. PORT FUND		
Estimated Revenues		
Federal Grant	2,300,000	Increase appropriation for Federal Grants - Shift from CDBG Grant
Total Revenues	2,300,000	
Fund Balance	186,171	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	2,486,171	
Appropriations		
Capital Outlay	2,300,000	Increase appropriation for Capital Outlay - Shift from CDBG Grant
Capital Outlay	186,171	Increase appropriation for Capital Outlay - Grant Match Portion
Total Appropriations	2,486,171	

File #: 26-60 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 26-001 - CONSTRUCTION SERVICES FOR PORT OF PENSACOLA COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY ROAD AND RAIL REHABILITATION PROJECT

RECOMMENDATION:

That City Council award a contract for Bid No. 26-001 for construction activities to C.W. Roberts Contracting, Inc. of Tallahassee, Florida, the lowest and most responsible bidder with a base bid of $10,069,512. Further, that Council award the four alternative activities subject to the approval of the reallocation of CDBG-DR funding in the amount of $1,950,000 without further action by Council bringing the full project cost to $12,019,512. Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #4: Resilient Waterfronts and Neighborhoods, and #7: Thirving Businesses and Innovation.

The Port of Pensacola has received and appropriated in previous City Council approvals a total of $11,478,853.38 in grant funds to date to complete this rehabilitation project; $9,103,935.38 in U.S. Department of Housing and Urban Community Development Block Grant – Disaster Recovery (CDBG-DR) funding and $2,374,918 from the Florida Seaport Transportation and Economic Development (FSTED) fund. The CDBG-DR funds must be expended by March 31st, 2027. Florida Commerce has approved, in principle, the reallocation of up to $2.3 million in unused CDBG funding from another Pensacola project to this Port of Pensacola project to enable full project cost funding; the reallocated funding is currently being processed through Florida Commerce and expected to be available in early Spring 2026 and also carries an expiration date of March 31st, 2027. The Port of Pensacola will bring the reallocation grant amendment back to City Council for approval upon receipt of the actual

document.

Currently, $9.887 million has been designated for construction activities for this project of the $11,478,853.38 on hand. It is the intent of the Port of Pensacola to award a contract that includes provisions to add the additional alternative activities through amendments or change orders as the pending CDBG reallocated funds become available. The Port of Pensacola also intends to allocate $181,658.62 from port reserve funds not previously appropriated to enable direct award of the base bid at a minimum given current funding shortfall.

City Council approval for full project cost is being sought in advance of reallocation grant amendment receipt to enable expediency in contract award and construction completion prior to expiration of the CDBG grant funds. The rehabilitation project is estimated to take 12 months to complete. Any potential delays in awaiting future City Council meetings adds additional risk to this project.

PRIOR ACTION:

12-14-23 - Council approved HUD CDBG-DR award HS002 for $9,103,535.38
4-14-22- Council approved FSTED award G2856 for $850,353
3-24-22- Council approved FSTED award G2838 for$1,524,565

FUNDING:

Budget:	$9,103,935.38	CDBG-DR FUNDING
	$1,524,565	FSTED G2838 FUNDING
	$850,353	FSTED G2856 FUNDING
	181,658.62	PORT RESERVE FUNDS (TO ENABLE BASE BID AWARD UPON APPROVAL)
	Up to: $2,300,000	CDBG-DR HOUSING REALLOCATION FUNDING **(Pending)**
	$11,660,512	TOTAL (BASE BID FUNDING ONLY)
	13,960,512	TOTAL (WITH PENDING CDBG-DR REALLOCATION)
Actual:	$1,591,000	ENGINEERING AND DESIGN
	$10,069,512	CONSTRUCTION BASE — RAIL, CATHODIC PROTECTION, WATER
	$1,950,000	CONSTRUCTION ALTERNATIVE ACTIVITIES— ROAD PAVING
	$11,660,512	TOTAL (BASE BID ONLY)
	$13,610,512	TOTAL (FULL PROJECT COST WITH ALTERNATIVE ACTIVITIES)

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds to be appropriated in the Port of Pensacola state grant funding (062010). federal grant funding (062020) and local match funding accounts (060060). Adoption of the supplemental budget resolution will fully appropriate all required grant and local match funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lance Scott, Port Director,
William Boyer, Project Compliance Manager

ATTACHMENTS:

1. CDBG-DR-HS002-CWR roberts contract

PRESENTATION: No

CONTRACT BETWEEN CITY OF PENSACOLA AND CW ROBERTS CONTRACTING INC.
BASED UPON INVITATIONS TO BID #26-001

THIS CONTRACT ("Contract") is made this ___ day of _____, 20__, by and between the **City of Pensacola** ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and **CW Roberts Contracting Inc.**, ("Contractor"), a corporation authorized to do business in Florida, located at 3660 Hartsfield Road, Tallahassee FL, 32303, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Invitations to Bid #26-001, on October 30, 2025 ("RFP"), for rehabilitation of road and rail assets at the Port of Pensacola under federal and state funding provided by the U.S. Department of Housing and Urban Development Community Development Block Grant-Disaster Recovery Program and the Florida Seaport Transportation and Economic Development Program, as modified by any addendum to the RFP ("Addenda"), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "ITB Documents"); and

WHEREAS, in response to the ITB Documents, the Contractor submitted to the City a proposal dated December 3, 2025, attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has awarded the Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform as described in the ITB Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable considerations, the Parties agree as follows:

Section 1. Recitals.
The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.
The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials,

design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.
Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

Section 4. Payment.
The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of **twelve million nineteen thousand five hundred twelve dollars** ($12,019,512.00) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? (X) Yes (___) No

5% bid bond- secured at time of Bid Submission

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.
The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.
Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.
No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.
This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.
Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.
Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.
The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.
The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.
The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.
The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

Section 17. Mandatory Use of E-Verify System.
In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 18. Federal Required Language
Since the parties anticipate that federal funding will be applied to this Agreement, federal contract clauses contained in Attachment "C" must be complied with, where applicable, in addition to the clauses already mentioned. Furthermore, The Contractor will abide by all required federal regulations as prescribed by Federal grant award contract CDBG-DR contract HS002, with particular attention to Appendix L of this award contract, stipulating required provisions for non-federal entity contracts under federal awards. This will be prescribed in this contract as Attachments "D".

Section 19. Historical Discovery During Construction
In the advent that ground-disturbing work uncovers significant archaeological materials, such as stone arrowheads, ceramics, or early building foundations, or if work uncovers human burials or human remains, ground disturbing activities will immediately be stopped within a 300-foot radius and the materials protected. The contractor will work in coordination with the Port of Pensacola Project Compliance Manager to report such findings to the State Historic Preservation Officer and the Choctaw Nation of Oklahoma Historic Preservation Department as soon as possible and will continue to pause all construction activities until such time as these consulting agencies have been given an opportunity to provide input and receiving clearance from Port of Pensacola administration to resume construction.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONTRACTOR	**CITY OF PENSACOLA, FLORIDA**
_____	_____
(Contractor's Name)	Mayor, D. C. Reeves
By_____	Attest: _____
President	City Clerk, Ericka L. Burnett
_____	
(Printed President's Name)	Approved as to Substance:
Attest_____	_____
Corporate Secretary	Director, Port of Pensacola

Approved as to Substance – Federal Compliance

_____

Project Compliance Manager, Port of Pensacola

(CORPORATE SEAL)

Legal in form and execution:

_____

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

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

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Revised 1/12/2021

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):
   - ☐ Lump Sum/Flat Fee
   - ☐ Hourly Rate(s)
   - ☐ Other: _____

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):
   - ☐ Lump Sum/Flat Fee: _____
   - ☐ Hourly Rate(s) are: _____
   - ☐ Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

   _____

   _____

   _____

   _____

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):
   - ☐ One-time, lump sum at the end of the work/project
   - ☐ After submission of monthly or periodic invoices
   - ☐ Other: _____

ATTACHMENT "C"

FEDERAL CONDITIONS

Required Contract Provisions

1. BREACH OF CONTRACT TERMS *(2 CFR § 200 Appendix II(A))*
   The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

2. TERMINATION FOR CAUSE OR CONVENIENCE*(2 CFR § 200 Appendix II(B))*
   The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
   Clean Air Act
   Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
   The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
   The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with assistance provided by the federal government.

   Federal Water Pollution Control Act
   The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
   The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
   The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with assistance provided by the federal government.

4. DEBARMENT AND SUSPENSION
   This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier-covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR

RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a) Competitively within a timeframe providing compliance with the contract performance schedule;
b) Meeting contract performance requirements; or
c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. BYRD ANTI-LOBBYING AMENDMENT.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply for or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

13. HUD SECTION 3 **(24 CFR 135.38)**

Contractors and Subcontractors shall abide by all the following:

a) The work to be performed under this contract is subject to the requirements of Section 2 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low- income persons, particularly persons who are recipients of HUD assistance for housing.
b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
c) The contractor agrees to send to each labor organization to representative of workers with which the contractor has a collective bargaining agreement or other understanding. If any, a notice advising the labor organization or workers' representative of the contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
d) The contractor agrees to include this Section 3 Clause in every subcontract subject to comply with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 25.
e) The contractor will certify that any vacant employment positions, including training positions, that re filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
f) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, terminations of contract for default, and debarment or suspension from future HUD assisted contracts.

g) With respect to work performed in connection to Section 3 covered Indian housing assistance, section 3 of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under the contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given of Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

14. DOMESTIC PREFERENCE (**2 CFR 200.322**)
(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

15. SOLID WASTE DISPOSAL ACT (**200.323 Procurement of recovered materials)**
(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

16. RECORDS RETENION
Under federal law, all contractor records must be maintained for auditing purposes a minimum of six (6) years after end of the grant closeout date of June 2027.

ATTACHMENT "C"
DAVIS BACON REQUIREMENTS - 29 CFR 5.5

(1) ***Minimum wages*** —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) ***Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(*1*) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(*2*) The classification is used in the area by the construction industry; and

(*3*) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) ***Conformance.***

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is used in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all

interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) ***Fringe benefits not expressed as an hourly rate.*** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) ***Unfunded plans.*** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) ***Interest.*** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) ***Withholding*** —

(i) ***Withholding requirements.*** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the

same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs.

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) ***Records and certified payrolls*** —

(i) ***Basic record requirements*** —

(A) ***Length of record retention.*** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) ***Information required.*** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) ***Additional records relating to fringe benefits.*** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) ***Additional records relating to apprenticeship.*** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) ***Certified payroll requirements*** —

(A) ***Frequency and method of submission.*** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) ***Information required.*** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) ***Statement of Compliance.*** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(*1*) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(*2*) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) ***Use of Optional Form WH–347.*** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) ***Signature.*** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) ***Falsification.*** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) ***Length of certified payroll retention.*** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) ***Contracts, subcontracts, and related documents.*** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) ***Required disclosures and access*** —

(A) ***Required record disclosures and access to workers.*** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) ***Sanctions for non-compliance with records and worker access requirements.*** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records.

WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) ***Required information disclosures.*** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) ***Apprentices and equal employment opportunity*** —

(i) ***Apprentices*** —

(A) ***Rate of pay.*** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) ***Fringe benefits.*** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) ***Apprenticeship ratio.*** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) ***Reciprocity of ratios and wage rates.*** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) ***Equal employment opportunity.*** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) ***Contract Work Hours and Safety Standards Act (CWHSSA).*** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

(1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) ***Withholding for unpaid wages and liquidated damages*** —

(i) ***Withholding process.*** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was

awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing any proceeding to be initiated, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) ***CWHSSA required records clause.*** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) ***Incorporation of contract clauses and wage determinations by reference.*** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) ***Incorporation by operation of law.*** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ _____

Signature of Contractor's Authorized Official Date

_____

Name and Title of Contractor's Authorized Official

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to

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compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR § 200.323 - Procurement of recovered materials.

(K) See 2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 - Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

EXHIBIT A

ITB DOCUMENTS

EXHIBIT B

PROPOSAL

The Proposal dated December 3, 2025, which Contractor submitted in response to the ITB Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

File #: 26-62 Agenda Conference 1/12/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2025-102 - SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING

RECOMMENDATION:

That City Council adopt Resolution No. 2025-102.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola's Strategic Plan Goal #2: Safe Streets for All Mobilities and Goal #5: More Walkable Mixed-Use Districts.

We are requesting approval of a Resolution of Support for the annual Transportation Alternatives (TA) Program project submission to the Florida Department of Transportation (FDOT). This cycle, staff intends to submit a design and construction request for two segments:

• West Jackson Street from North A Street to North E Street for 0.25 miles.
• East Maxwell Street from North Palafox Street to North Hayne Street for 0.34 miles.

The East Maxwell Street project involves a design and construction funding request to convert the outer right lane to a protected bicycle and pedestrian path. This project was submitted last year as the number one TPO priority. However, it was not funded. We recommend resubmitting this project. This project continues connectivity efforts to Hollice T. Williams Park and builds upon the previously funded Transportation Alternatives project on East Maxwell

Street from North Hayne Street to North 9th Avenue.

The West Jackson Street project involves the design and construction of sidewalks on both sides of Jackson Street, marked crosswalks, and curb extensions that advance the vision of the 2023 Reimagine Jackson Street Master Plan.

The majority of the project blocks are identified as high on the City sidewalk priority model.

The projects also meet the criteria established by the Florida-Alabama Transportation Planning Organization (TPO), which is used to rank projects based on safety, connectivity, location efficiency, and proximity to school. Projects score higher if they are located near areas with historic crashes, corridors with high traffic volumes, and land uses that are diverse, serving commercial, residential, and recreational needs.

Program Background
FDOT annually solicits the Transportation Alternatives (TA) Set-Aside program funding opportunity. The TA Set-Aside provides funding for programs and projects consistent with the Fixing America's Surface Transportation (FAST) Act under 23 U.S.C. 133(h). These set-aside funds include all projects and activities defined as TA: On- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation, community improvement activities, environmental mitigation, and projects for planning, or constructing boulevards and other roadways largely in the right-of-way of formerly divided highways.

As a member of the Florida-Alabama Transportation Planning Organization (TPO), the City must submit projects to the TPO to be collectively prioritized for submittal to the Florida Department of Transportation. FDOT will only be reviewing the top three (3) priorities from each TPO area.

PRIOR ACTION:

January 16, 2025 - City Council approved Resolution No. 2024-102 supporting an application for Transportation Alternatives funding to design and construct a bicycle and pedestrian path on East Maxwell Street from North Hayne Street to 9th Avenue.

FUNDING:

Budget:	$1,022,188	Requested to be Requested from TA Program - E. Maxwell Street
	900,000	Requested to be Requested from TA Program - W. Jackson Street
	$1,764,187	Total Funds to be Requested from TA Program
Actual:	$693,269	Construction Cost Estimate for E. Maxwell St
	69,327	Funds Needed for 10% Contingency for E. Maxwell St
	180,000	Funds for Survey, Design, and Plans Production
	79,592	Funds for Consultant to Serve as CEI Inspector

$1,022,188	Total Funds Needed for E. Maxwell St
600,000	Construction Cost Estimate for W. Jackson St
60,000	Funds Needed for 10% Contingency for W. Jackson St
180,000	Funds for Survey, Design, and Plans Production
60,000	Funds for Consultant to Serve as CEI Inspector
$ 900,000	Total Funds Needed for W. Jackson St
$1,922,188	Total Funds to be Requested for Entire Application

FINANCIAL IMPACT:

There is no required match. If the funding request is approved by the FDOT, a legislative item will be brought before City Council for approval to accept the grant as well as a supplemental budget resolution appropriating the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Associate City Administrator
Amy Tootle, Director of Public Works & Engineering

ATTACHMENTS:

1. TA Resolution No. 2025-102
2. West Jackson Street TA Location Map
3. East Maxwell St TA Location Map

PRESENTATION: No

RESOLUTION
NO. 2025-102

A RESOLUTION
TO BE ENTITLED:

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

WHEREAS, the City Council of the City of Pensacola has an interest in promoting and encouraging alternative modes of transportation to support revitalization and connectivity; and

WHEREAS, the following proposed projects are endorsed by the City Council of the City of Pensacola:

Design and construction of a sidewalk, crosswalks, and curb extension on West Jackson St from North E Street to North A Street for 0.25 miles.

Design and construction of a bicycle and pedestrian path on East Maxwell Street from North Palafox Street to North Hayne Street for 0.34 miles.

WHEREAS, a majority of the Project blocks are considered high in the City of Pensacola Sidewalk Prioritization Model.

WHEREAS, Federal Transportation Alternatives (TA) Program funds are now available for transportation alternatives projects through the State of Florida Department of Transportation; and

WHEREAS, the Project meets the eligibility requirements for funding; and

WHEREAS, in order that these improvements may be constructed to the fullest extent, the City Council of the City of Pensacola supports filing an application with the State of Florida Department of Transportation to design and construct the Project;

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

Section 1. That the above stated recitals in the Whereas clauses are true and correct and incorporated herein by reference.

Section 2. That the Project is endorsed by the City Council of the City of Pensacola as serving an unmet vital transportation need for the public health, safety and

welfare of the citizens of the City of Pensacola.

Section 3. That the City Council of the City of Pensacola, in furtherance of such purpose, supports filing an application with the State of Florida Department of Transportation for Federal Transportation Alternatives (TA) program funding for the Project.

Section 4. The City Council of the City of Pensacola hereby authorizes the Mayor to take all actions necessary to effectuate the provisions of this Resolution.

Section 5. 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


West Jackson Street Pedestrian Improvement Project
FDOT Transportation Alternatives Submittal
Legend
West Jackson Street Project Limits
W Lloyd St
W Brainerd St
W Gonzalez St
W De Soto St
W Strong St
W Cervantes St
W Gadsden St
W Jackson St
W La Rua St
W Belmont St
W Wright St
W Gregory St
W Chase St
N De Villiers St
N Coyle St
N Reus St
N A St
N E St
N F St
N G St
N H St
N I St
N J St
N K St
N L St
N M St
N N St
ST. JOHN'S COALITION
DOWN
BUS 98
Google Earth
2000 ft
N

East Maxwell Street Bicycle and Pedestrian Improvement Project

FDOT Transportation Alternatives Submittal



File #: 26-86 | Agenda Conference | 1/12/2026

ORDINANCE

SPONSOR: Allison Patton, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 3-26 - CLOSING, ABANDONING, AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF THE HILARY STREET RIGHT-OF-WAY -- **REVISED**

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 3-26 of first reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF THE HILARY STREET RIGHT-OF-WAY IN PENSACOLA, FLORIDA; REPEALING CLAUSE; SEVERIBILITY; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In October of 1992, City Council adopted Ordinance No. 33-92, closing, abandoning and vacating portions of the Hilary Street right-of-way, while maintaining a utility easement for itself and other utility providers.

An application has been made requesting that the City and other utility providers abandon the utility easement related to:

A portion of vacated Hilary Street described as: The North half of the vacated Hilary Street (60' Right of Way), Lying South of and adjacent to lots 18-20, Block 67, Maxent Tract.

The City, as well as the other utility providers, have agreed to this abandonment, seeing no need to retain the easement.

This ordinance serves to close, abandon and vacate a utility easement along a vacated portion of Hilary Street. Recorded releases of easement have been obtained from ECUA and Florida Power and Light (FPL) (formerly Gulf Power) as well as the City.

PRIOR ACTION:

October 8, 1992 - City Council adopted Ord. 33-92, Closing, Abandoning and Vacating portions of the Hilary Street Right-of-Way

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Amy Tootle — Public Works Director
Brad Hinote — City Engineer

ATTACHMENTS:

1. Proposed Ordinance No. 3-26
2. Business Impact Estimate
3. Easement Survey - 21 South "I" Street
4. Recorded FPL Partial Release of Easement - 21 South "I" Street dated 09.19.2025
5. Recorded ECUA Partial Termination of Easement - 21 South "I" Street dated 09.11.2025
6. Ordinance No. 33-92 - Hilary Street ROW Vacation w/Easement dated 11.08.1992

PRESENTATION: No

PROPOSED
ORDINANCE NO. 3-26

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF THE HILARY STREET RIGHT-OF-WAY IN PENSACOLA, FLORIDA; REPEALING CLAUSE; SEVERIBILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 33-92 was adopted on October 8, 1992, closing, abandoning and vacating portions of the Hilary Street right-of-way; and

WHEREAS, within Ordinance No. 33-92, the City maintained a full width utility easement in the entire portions of the Hilary Street right-of-way vacated for the purpose of locating and maintaining public utilities;

WHEREAS, on September 12, 2025, Emerald Coast Utilities Authority (ECUA) recorded in OFF REC BK: 9376 PG: 1792, a Partial Termination of Easement of that portion of the northern 10' of the Easement lying within the boundaries of the Underlying Parcel. The Easement remains valid and effective as to the southern 20' of the Underlying Parcel and as to all portions of the Easement that do not lie within the boundaries of the Underlying Parcel; and

WHEREAS, on October 28, 2025 Florida Power and Light Company (FPL) (formerly Gulf Power Company) recorded in OFF REC BK: 9398 PG: 293, a Partial Release of Easement as to the North half of the vacated Hilary Street (60' Right-of-Way), lying South of and Adjacent to Lots 18-20, Block 67, Maxent Tract.

WHEREAS, the City of Pensacola desires to abandon a portion of said easement; and

WHEREAS, the vacation of a portion of the said utility easement, hereinafter described, will contribute to the general welfare of the City of Pensacola in that said utility easement is no longer needed;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA

SECTION 1. That the following described portion of the utility easement in Pensacola, Escambia County, Florid is hereby closed, discontinued, vacated and forever abandoned by the City of Pensacola as a utility easement and the rights to used the area as a utility easement are hereby terminated, extinguished, and cancelled:

A portion of vacated Hilary Street (Ordinance No. 33-92) : The North half of the vacated Hillary Street (60' Fight of Way) and references in City Ordinance No. 33-+92) Lying South of and adjacent to Lots 18-20, Block 67, Maxent Tract, City of Pensacola, Escambia County, Florida, According to the Map of the City of Pensacola, Copyrighted by Thomas C. Watson in 1906.

SECTION 2. That the City of Pensacola does hereby abandon all claims of right in said property, including the aforementioned utility easement.

SECTION 3. That all remaining portions of utility easement (if any) referenced in Ordinance No. 33-92 remain reserved for the City of Pensacola and utility providers, their successors and assigns, as described in Ordinance No. 33-92.

SECTION 4. REPEALING CLAUSE. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any section of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision and that to the end other provision of this ordinance are hereby declared to be severable.

SECTION 6. EFFECTIVE DATE. This ordinance 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

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 3-26 – AN ORDINANCE CLOSING, ABANDONING AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF THE HILARY STREET RIGHT-OF-WAY IN PENSACOLA, FLORIDA; REPEALING CLAUSE; SEVERIBILITY; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance Closing, Abandoning and Vacating a Utility Easement along a Vacated Portion of the Hilary Street Right-of-Way

2. This proposed ordinance is not anticipated to have any economic impact on for-profit businesses.

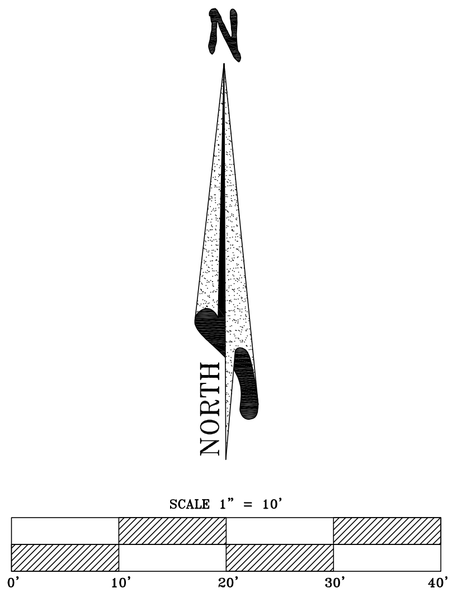
3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

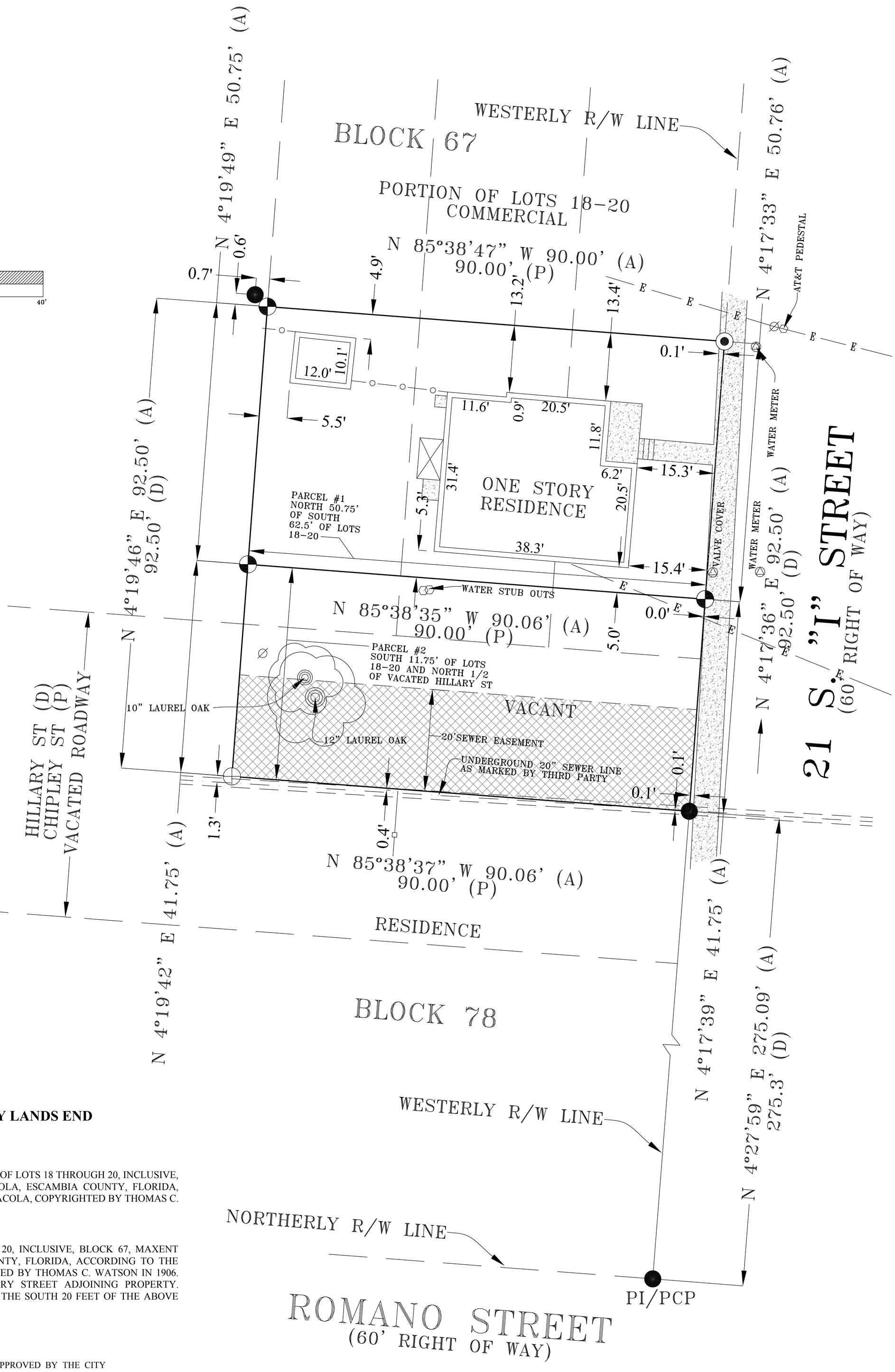
4. There will be no new charge or fee imposed by the proposed ordinance.

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None





DESCRIPTION: (AS PREPARED BY LANDS END SURVEYING, INC.

PARCEL 1:
THE NORTH 50.75 FEET OF THE SOUTH 62.5 FEET OF LOTS 18 THROUGH 20, INCLUSIVE, BLOCK 67, MAXENT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 2:
THE SOUTH 11.75 FEET OF LOTS 18 THROUGH 20, INCLUSIVE, BLOCK 67, MAXENT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906. AND THE NORTH HALF OF VACATED HILLARY STREET ADJOINING PROPERTY. SUBJECT TO A 20' WIDE SEWER EASEMENT ON THE SOUTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

APPROVAL STATEMENT:

THIS DRAWING, AS SHOWN HEREON, IS HEREBY APPROVED BY THE CITY PLANNING DEPARTMENT OF PENSACOLA, FLORIDA.

_____
PRINT

_____ DATE: _____
SIGNATURE
CITY OF PENSACOLA PLANNING SERVICE

_____ _____ DATE: _____
SIGNATURE
CITY OF PENSACOLA SURVEYOR,
LESLIE D. ODOM, PSM #6520

CERTIFICATIONS:
THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

_____
OSTREM REAL ESTATE, LLC

THE PURPOSE OF THIS SURVEY IS FOR A TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S), AND COMPANIES:

OSTREM REAL ESTATE, LLC

THIS MAP IS INTENDED TO BE PRINTED ON A PAPER SIZE OF 24"x36" TO FIT THE SCALE INDICATED HEREON. ANY OTHER SIZE PRINTED RENDERS THIS MAP INVALID.

DRAWN BY CHIP EVANS

General Notes:
1. *No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning,and restrictions that may be found in the Public Records of said County.*
2. *Measurements shown were made to United States standards. The accuracy of measurements shown meet the standards required in the appropriate land area.*
3. *All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Actual Field Measurement = (A); Plat = (P)*
4. *Underground portions of foundations, footings, or other underground structures were not located unless otherwise noted.*
5. *Eves and soffits of building structures or overhead utilities were not located unless otherwise noted.*
6. *Fence locations as shown are exaggerated and are not to scale for clarity purposes.*
7. *The setback lines and/or easements shown hereon, if any, are per information found in the recorded plat of said subdivisions or are as provided by the client, designer, builder, title company, county or S.R.I.A. and should be verified with appropriate entities.*

LANDS END SURVEYING, INC.

Lands End Surveying, Inc.
8192 SIX PENCE DRIVE, PENSACOLA, FLORIDA 32514
Telephone: 850-433-8545 FAX: 850-433-8282
Florida Licensed Business #6832
LANDSENDSURVEYING.COM

TYPE SURVEY
BOUNDARY, IMPROVEMENTS & LOT SPLIT

BASIS OF BEARING
HELD THE WESTERLY R/W LINE OF "I" STREET AS N 4°17'36" E PER FLORIDA STAATE PLANE LOCATION

LEGEND

o	Degree	R	Radius RP Radius Point		Capped Iron rod-set Lb.6832
'	Feet or Minutes		Permanent Reference Monument		Nail & disk found
"	Inches or Seconds	<0.0>	Existing Spot Elevation		Nail & disk set Lb.6832
N	North E East	BSL	Building Setback Line		Concrete Monument Found
S	South W West	(D)	Deed	∅	Utility Pole Meter
PCP	Permanent Control Point	(P)	Plat	E—E—E	Utility wires overhead
PRC	Point of Reverse Curve	(A)	Actual Field Measurement	N—N—N	Chain link fence
PCC	Point of Compound Curve	(CALC)	Calculated Measurement	o—o—o	Wooden fence
PC	Point of Curvature		Existing Hole in Concrete	X—X—X	Metal Fence
PT	Point of Tangency		Set "X" Cut in Concrete		Plastic Fence
PI	Point of Intersection		1/2" Metal Rod-Found		Concrete or Pavement
POC	Point of Commencement		Existing Capped Metal Rod #5948		Wood Deck or Dock
POB	Point of Beginning		Existing Capped Metal Rod		Covered area (porch, carport, etc.)
R/W	Right of Way		Existing Capped Metal Rod		Pavers or Brick
PRM	Permanent Reference Monument		1 " Metal Pipe-Found		

SCALE:	1" = 10'
LATEST FIELD DATE:	6-23-2025
ORIGINAL FIELD DATE:	5-26-2025
ORDER NO:	3142025
FIELD BOOK:	454/19 DATA

© COPYRIGHT 2025 BY LANDS END SURVEYING, INC.
THIS MAP DRAWING IS PROTECTED FROM UNATHORIZED USE BY STATE AND FEDERAL COPYRIGHT ACTS. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR PART, OR TO BE USED FOR ANY OTHER PURPOSE OR TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY, OR FIRM NOT LISTED ON THIS DRAWING WITHOUT THE PRIOR WRITTEN CONSENT OF COPYRIGHT OWNER.

REVISIONS	FIELD BOOK	DATE
LOCATED TREES & UTILITIES	454/35 DATA	6-9-2025
SEWER LINE LOCATED	454/35 DATA	6-23-2025
ADDED SEWER EASEMENT	N/A	9-16-2025

FLORIDA SURVEYORS CERTIFICATE
I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE PROPERTY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND SUBSEQUENT MAP AS SHOWN ARE TO BE TRUE, ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND MAP MEET THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO RULE 5J-17.051 S AND 5J-17.052 AND ALSO STATUTE 472.027 OF THE FLORIDA STATUTES.

Larry E. Stegall — Digitally signed by Larry E. Stegall Date: 2025.10.07 12:13:25 -05'00'

PROFESSIONAL LAND SURVEYOR NO. 4747, STATE OF FLORIDA — JUNE 23, 2025 CERTIFIED DATE

LARRY E. STEGALL, PLS
LARRY@LANDSENDSURVEYING.COM

LARRY E. STEGALL CERTIFICATE No. 4747 STATE OF FLORIDA REGISTERED LAND SURVEYOR

This instrument was prepared by:
Steve Rhodes
Florida Power & Light Company
Corporate Real Estate Department
700 Universe Boulevard
Juno Beach, FL 33408

After recording return to:
Steve Rhodes
Florida Power & Light Company
One Energy Place.
Pensacola, FL 32520

Section, Township, Range: 00-0S-00 – CA118
Parcel ID Number: 000S009080020067
(Maintained by Escambia County Appraiser)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025082253 10/28/2025 12:26 PM
OFF REC BK: 9398 PG: 293 Doc Type: PR
Recording $27.00

PARTIAL RELEASE OF EASEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, hereinafter referred to as ("**FPL**"), whose mailing address is 700 Universe Boulevard, Juno Beach, FL, 33408, Attn: Corporate Real Estate Department, the owner and holder of an Easement dated October 8, 1992 and recorded on December 30, 1992 in OR 3294, Page 889 of the Public Records of ESCAMBIA County, Florida, for and in consideration of certain benefits accruing to it, does hereby release so much of said Easement as lies within the following described property:

See **Exhibit "A"** attached hereto and made a part hereof;

and hereby agrees that from and after the date hereof the herein described property shall be freed of said Easement and the rights and privileges granted therein. This release applies only to the property specifically described herein and in no way affects other lands, if any, covered by said Easement.

IN WITNESS WHEREOF, the said FPL has caused this Partial Release of Easement to be signed in its name by its proper officers and its corporate seal to be affixed, this 19th day of September, 2025.

Signed, sealed and delivered
in the presence of:

Signature:

William Maudlin
Print Name:
Post Office Address: One Energy Place
Pensacola, FL 32520

Signature:

Scott Jordan
Print Name:
Post Office Address: One Energy Place
Pensacola, FL 32520

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

By: _____

Print Name: Steve Rhodes

Its: Area Real Estate Manager

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of September, 2025, by Steve Rhodes as Area Real Estate Manager of Florida Power & Light Company, a Florida corporation, on behalf of corporation.

(Notarial Seal)

Notary: _____
Print Name: Scott C. Jordan
Notary Public, State of Florida
My commission expires: 6/8/28

☑ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____

SCOTT C. JORDAN
Notary Public · State of Florida
Commission # HH 523813
My Comm. Expires Jun 8, 2028
Bonded through National Notary Assn.

EXHIBIT "A"
(Legal Description of Property)

A PORTION OF VACATED HILLARY STREET (ORDINACE #33-92) DESCRIBED AS FOLLOWS: THE NORTH HALF OF THE VACATED HILLARY STREET (60' RIGHT OF WAY) AND REFERENCED IN CITY ORDINACE #33-92) LYING SOUTH OF AND ADJACENT TO LOTS 18-20, BLOCK 67, MAXENT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

Prepared by:
Phillip A. Pugh
Litvak Beasley Wilson & Ball, LLP
40 Palafox Place, Suite 300
Pensacola, FL 32502

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025069826 9/12/2025 9:55 AM
OFF REC BK: 9376 PG: 1792 Doc Type: PR
Recording $27.00

PARTIAL TERMINATION OF EASEMENT

THIS PARTIAL TERMINATION OF EASEMENT is made to be effective this 11th day of September, 2025, by Emerald Coast Utilities Authority ("ECUA.")

W I T N E S S E T H:

WHEREAS, pursuant to City of Pensacola Ordinance No. 33-92, recorded in Official Records Book 3294 at Page 889 of the Public Records of Escambia County, Florida, the City of Pensacola vacated a portion of Hilary Street, as more particularly described in said resolution, reserving therein an easement in favor of ECUA for public utilities (the easement thereby retained being referred to hereinafter as the "Easement"); and

WHEREAS, the Easement encumbers several parcels of real property, including but not limited to, the real property located at 21 South "I" Street (Parcel ID: 000S009080020067), more particularly described on Exhibit A (the "Underlying Parcel"); and

WHEREAS, the owner of the Underlying Parcel has requested that ECUA terminate the northerly 10' of that portion of its Easement that encumbers the Underlying Parcel; and

WHEREAS, ECUA no longer has any need for that portion of the Easement affecting the Underlying Parcel and it is unlikely that ECUA will have any need for it in the future; and

WHEREAS, pursuant to ECUA General Resolution GR25-107, dated August 26, 2025, the ECUA Board has directed the termination of the northern 10' of the Easement affecting the Underlying Parcel.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Adoption of Recitals. The recitals set forth above are hereby acknowledged and affirmed as true, accurate and correct and are incorporated herein.

2. Partial Termination of Easement. ECUA hereby terminates, extinguishes and cancels that portion of the northern 10' of the Easement lying within the boundaries of the Underlying Parcel. The Easement remains valid and effective as to the southern 20' of the Underlying Parcel and as to all portions of the Easement that do not lie within the boundaries of the Underlying Parcel

3. Counterparts. This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

4. Binding Effects. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, ECUA has executed these presents on the 11th day of September, 2025.

Signed, sealed and delivered
in the presence of:

Maria Del Aguila

Print Name Maria Del Aguila

Sigrid Rehrig

Print Name Sigrid Rehrig

EMERALD COAST UTILITIES AUTHORITY

By: J. Bruce Woody
Its: Executive Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of September, 2025 by J. Bruce Woody, as Executive Director of Emerald Coast Utilities Authority.

NOTARY PUBLIC
Print Name: Shakeva Simmons

X Personally Known
OR
Produced Identification
Type of Identification Produced

NOTARY PUBLIC STATE OF FLORIDA

SHAKEVA SIMMONS
Commission # HH 567334
Expires July 1, 2028

EXHIBIT A

The Land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

The following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

S 62 1/2 FT OF LTS 18 19 20 BLK 67 & ADJ N 1/2 OF HILARY ST ORD #33-92 MAXENT TRACT OR 5506 P 840 CA 118

Being the same property conveyed from Jeremy Patterson to Ostrem Real Estate, LLC by that certain Florida Special Warranty Deed recording in Official Records Book 9296 at Page 915 of the public records of Escambia County, Florida.

CITY OF PENSACOLA
CITY CLERK
180 GOVERNMENTAL CTN.
P.O. BOX 12910
PENSACOLA, FL 32521-0072

Item 10-C

OR BOOK 3294 PG 889

PROPOSED
ORDINANCE NO. 32-92

ORDINANCE NO. 33-92

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING PORTIONS OF THE HILARY STREET RIGHT-OF-WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE AND EFFECTIVE DATE.

WHEREAS, a public hearing was held on September 10, 1992, as to the vacation of portions of the Hilary Street right-of-way between Barrancas Avenue and Pace Boulevard, less the blocks between "J" and "K" Streets and "L" and "M" Streets and the intersecting rights-of-way, Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said portions of right-of-way hereinafter described, will contribute to the general welfare of the City of Pensacola in that said portions are no longer needed as public thoroughfares; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That those portions of the 60 feet Hilary Street right-of-way between Pace Boulevard and "N" Street, "N" and "M" Streets, "L" and "K" Streets, "J" and "I" Streets, "I" and "H" Streets, "H" and "G" Streets, "G" and "F" Streets, and "F" Street and Barrancas Avenue, all located in Maxent Tract, Pensacola, Escambia County, Florida, are hereby closed, discontinued, vacated and forever abandoned by the City of Pensacola as public thoroughfares.

SECTION 2. That the owners of the abutting property be, and they are hereby authorized to acquire possession of the right-of-way more particularly described in Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself, its successors and assigns, the Escambia County Utilities Authority, and Gulf Power Company, a full width utility easement in the entire portions of the right-of-way vacated hereby for the purpose of locating and maintaining public utilities.

MICROFILMED
Roll 240 Frame 33

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Passed: October 8, 1992

Approved: _____
Mayor

Attest:
_____
City Clerk

Legal in form and valid if enacted:

_____
City Attorney

FILED & RECORDED
DEC 30 4 45 PM '92
INDEX ADDED
0 1 1 7 8 9

PENSACOLA News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared Sharon Bartman who is personally known to me and who on oath says that she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of Notice

_____ in the _____ Court, was published in said newspaper in the issues of Sep 27, 1992

Affiant further says that the said Pensacola News Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each day and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 29 day of Sep A.D., 19 92

Betty J. Weekley
Notary Public

BETTY J. WEEKLEY
"Notary Public—State of Florida"
My Commission Expires Nov. 21, 1995
CC463199

NOTICE OF PROPOSED ORDINANCE

Please be advised that Proposed Ordinance No. 32-92 was presented to the City Council of the City of Pensacola for the first reading on Thursday, July 23, 1992, and will be presented for final reading and adoption on Thursday, August 13, 1992, at 7:30 p.m., in the Council Chambers on the First Floor of City Hall, 180 Governmental Center, Pensacola, Florida.

The title of the ordinance is as follows:

An ordinance closing, abandoning and vacating portions of the Hilary Street right-of-way in Pensacola, Escambia County, State of Florida; repealing clause and effective date.

A copy of the proposed ordinance may be inspected by the public in the City Clerk's office on the seventh floor of the City Hall, 180 Governmental Center, Pensacola, Florida. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinance.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans With Disabilities Act and will make reasonable modifications for access to City services, programs and activities. Please call 435-1600 (or T.D.D. #435-1786) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

THE CITY OF PENSACOLA, FLORIDA
By: Shirley W. Law
City Clerk
AA/EEO
Legal NO. 41867 1T
Sept. 27, 1992

OF PENSACOLA
CITY CLERK
J80 GOVERNI'MENTAL CTN.
P'O. BOX 1149AO
PENSACOLA, FL Za521-0072
PROPOSED
ORDINANCE NO. 32-92
ORDINANCE NO. 33-92
AN ORDINANCE
TO BE ENTITLED:
owj,,,~6294PC 889
AN ORDINANCE CLOSING, ABANDONING AND VACATING PORTIONS OF THE HILARY STREET RIGHT-OF-WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE AND EFFECTIVE DATE.

WHEREAS, a public hearing was held on September 10, 1992, as to the vacation of portions of the Hilary Street right-of-way between Barrancas Avenue and Pace Boulevard, less the blocks between IIJII and IIKII Streets and I'LI' and I'M" Streets and the intersecting rights-of-way, Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said portions of right-of-way hereinafter described, will contribute to the general welfare of the City of Pensacola in that said portions are no longer needed as public thoroughfares; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That those portions of the 60 feet Hilary Street right-of-way between Pace Boulevard and 'IN" Street, 'IN" and I'M" Streets, I'LI' and "KII Streets, IIJII and "I" Streets, "I" and IfHII Streets, IIHII and IIGII Streets, 1IGII and 'IF" Streets, and 'IF" Street and Barrancas Avenue, all located in Maxent Tract, Pensacola, Escambia County, Florida, are hereby closed, discontinued, vacated and forever abandoned by the City of Pensacola as public thoroughfares.

SECTION 2. That the owners of the abutting property be, and they are hereby authorized to acquire possession of the right-of-way more particularly described in Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself, its successors and assigns, the Escambia County Utilities Authority, and Gulf Power Company, a full width utility easement in the entire portions of the right-of-way vacated hereby for the purpose of locating and maintaining public utilities.

, I
MICROFILMED
Roll-_"k) Frame

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such ,conflict.

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PUBLISHED DAILY
Pensacola, Escambia County, Florida
STATE-OF FLORIDA
County of Escambia

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has been entered as second class mail matter at the
-post office in Pensacola, in said Escambia County,
Florida, for a period of one.year next, preceding
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advertisement; and aff iant. _further says *that he has',
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ORDINANCE
Please be advised that
Proposed Ordinance No.
32-92 was presented to
the C't Council of the
City of
11 ~ensacola for the
first reading on Thurs
da , July 23, 1992' and
wirl be presented ?or fi
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on ThursdaX, August 13.
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1992, at M p
a;nmw in the
Council Ch ers on
the First Floor of City
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Center, Pensacola, Flor-
ida.
The title of the ordi-
nance is as follows:
An ordinance closing,
abandoning and vacating
ortions of the HilaFy
treet right-of-way in
Pensacola, Escambia
County, State of Florida;
repealing clause and ef-
,fective date.
A copy of the proposed
ordinance may be iii-
sgected by the public in
t t , Clerk's, 4CWe 011
the seventh floor of the
City Hall, 180 Govern-
mental Center, Pensa.
cola, Florida. Interested
parties may appear at
the Council meeting and
be heard with respect to
the proposed ordinance.
If any person decides to
app.~al any decision
made with respect to any
matter considered at this
meeting or public hear-
An such person may
neta to insure that a ver-
batim record of the
ceedings is made, wgirl
record includes the testi-

mony and any evidence upon which the appeal is to be based.
The City of Pensacola adheres to the Americans With Disabilities Act and will make reasonable modifications for access to City services, programs and activities. Please call 435-1600 or T.D,D. #435-1786) ior further information. Requests must be,made at least 48 hours in advarico of the event. in ando al - - -C- , r to low the ity time to provide the requested services.
THE CITY OF PENSACOLA, FLORIDA
By: Shirlej, W. Law
AA/EEO ty Clerk
Legal NO. 41867 IT
Sept. 27, 1992
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File #: 25-1584 Agenda Conference 1/12/2026

ORDINANCE

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

PROPOSED ORDINANCE NO. 25-25 - AMENDING ORDINANCE NO. 33-14 - WESTSIDE COMMUNITY AREA REDEVELOPMENT BOARD

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 25-25 on second reading:

AN ORDINANCE AMENDING ORDINANCE 33-14 WESTSIDE COMMUNITY REDEVELOPMENT AREA BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

September 14, 2014, City Council adopted Ordinance No. 33-14, Establishing a Westside Community Redevelopment Area Board. In October of 2024, City Council adopted and approved the Handbook for Appointed Boards, Commissions and Authorities. With the adoption of the handbook, there is a need to amend the enabling Ordinance No. 33-14 to be consistent with the handbook.

Key amendments:

Membership: replacement language -- To ensure a vested interest within the Westside Redevelopment District, six (6) members appointed shall be residents, property owners or owner/operators of businesses located within the Westside Redevelopment District and one (1) ex-officio member of City Council who will only cast a vote in the event of a tie. No member shall be a paid employee of the City, notwithstanding the ex-officio member.

Removal from office: replacement language -- in accordance with Florida Statute Sec. 112.501 and/or the policy and procedures set forth by the City Council

Rules of procedure: replacement language: The Board shall follow the rules and procedures

as outlined within the Boards, Commissions and Authorities handbook, and the Board Rules and Procedures as provided by the Office of City Council. The Board shall hold regularly scheduled meetings no less than four (4) times a year, at City Hall, or other locations as needed. The dates and times of the meetings may be adjusted as is necessary and with proper notice given to board members and the public. All meetings, regular, special and workshops, shall be open to the public. A written record of the proceedings of the board shall be kept in accordance with Florida Public Records law; including meeting minutes, resolutions, transactions, findings, and determinations.

Vote and quorum: replacement language -- A majority of the existing membership as designated by Ordinance or Council Action shall constitute a quorum for the transaction of business. For an item to pass, it must obtain the affirmative vote of the majority of the existing membership of the board.

Authority and duties: replacement language - A. To review and provide input to staff on an annual list of projects for funding through the Westside Redevelopment Trust Fund.

B. To monitor development and progress in the implementation of the Westside Community Redevelopment Plan ~~and to make an annual report to the City Council on such progress.~~ and to provide input to staff regarding this progress.

C. To assume other duties as may be needed from time to time, as directed by the City of Pensacola Community Redevelopment Agency (CRA) Board, the Pensacola City Council or city ordinance or resolution.

D. Input provided by the Westside Redevelopment Board, as a body, shall be relayed to the CRA Board during their routine meetings or special meetings where appropriate

The proposed amendments were a collaborative effort between Council Staff, CRA Staff and Legal.

PRIOR ACTION:

September 11, 2014 - Ordinance No. 33-14 adopted, creating the Westside Redevelopment Board
October 2024 - City Council approved / adopted the Handbook for Appointed Boards, Commissions and Authorities
December 11, 2025 - City Council voted to approve Proposed Ordinance No. 25-25 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/19/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 25-25
2. Proposed Ordinance No. 25-25 Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 25-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING ORDINANCE 33-14 WESTSIDE COMMUNITY REDEVELOPMENT AREA BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. FINDINGS.

A. On September 25, 1980, the City Council of the City of Pensacola, Florida (hereinafter the "City Council") adopted Resolution No. 55-80 by which it declared itself the Community Redevelopment Agency in the City of Pensacola as authorized by s. 163.357, Florida Statues (190), and vested in itself all rights, powers, duties, privileges and immunities vested in a community redevelopment agency by Part III, Chapter 163, Florida Statutes (the "Redevelopment Act")

B. On May 11, 2006, the City Council authorized a study to consider whether a finding of necessity resolution pursuant to Section 163.355, Florida Statutes (2005), should be adopted with respect to the Westside Neighborhoods Area, an area which contains the Westside Community Redevelopment Area defined and described in Resolution No. 04-07 and Section 5 of this ordinance; and

C. On January 25, 2007, the City Council adopted a Resolution No. 04-07, supported by data and analysis, pursuant to Section 163.355, Florida Statutes (2006), by which it found conditions of blight in the Westside Neighborhoods Area and declared the Westside Neighborhoods Area to be a "blighted area" as that term is defined in s.163.340(8), Florida Statues (2006); that said blighted area was appropriate for community redevelopment projects pursuant to the Redevelopment Act: that the rehabilitation, conservation or redevelopment or combination thereof of said blighted area was necessary in the interest of the public health, safety, morals or welfare of the residents of the City of Pensacola to eliminate, remedy and prevent conditions of slums and blight; and designated such area as the Westside Community Redevelopment Area.; and

D. On February 8, 2007, City Council caused to be prepared a

Community Redevelopment Plan for the Westside Community Redevelopment Area; and

E. On May 24, 2007, City Council, acting as the Community Redevelopment Agency of the City of Pensacola, adopted and approved, by Resolution No. 13-07, the Community Redevelopment Plan (hereinafter the "Plan") for the Westside Community Redevelopment Area, identifying redevelopment Activities to be undertaken in said area; and

F. On January 17, 2008, City Council adopted Ordinance No. 01-08, providing for the funding of a Redevelopment Trust Fund for the Westside Community Redevelopment Area in the City of Pensacola.

SECTION 2. ESTABLISHMENT OF NEIGHBORHOOD BOARD

A. There is hereby established pursuant to the requirements of Florida Statute 163.2517(2)(a) and (b) regarding a neighborhood participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment area a neighborhood board to be known as the "Westside Community Redevelopment Board."

B. Membership. The Westside Community Redevelopment Board shall consist of seven (7) members appointed by the City Council. ~~One member shall be a member of City Council, and six members shall be redevelopment area residents, members of area neighborhood associations, or owners or operators of businesses located in the redevelopment area. No member shall be a paid employee of the City.~~ To ensure a vested interest within the Westside Redevelopment District, six (6) members appointed shall be residents, property owners or owner/operators of businesses located within the Westside Redevelopment District and one (1) ex-officio member of City Council who will only cast a vote in the event of a tie. No member shall be a paid employee of the City, notwithstanding the ex-officio member.

C. Term of office, removal from office, vacancies. Members of the Westside Community Redevelopment Board shall serve for terms of three (3) years or thereafter until their successors are appointed. Any member of the Board may be removed from office during the three-year term ~~for just cause by the City Council~~. in accordance with Florida Statute Sec. 112.501 and/or the policy and procedures set forth by the City Council. Any vacancy occurring during the unexpired term of office of any member, ~~except the association representative~~, shall be filled by the City Council for the remainder of the term, within a reasonable period of time.

D. Officers. The Board shall elect a chairman and a vice-chairman from among its members for a term of one (1) year, with eligibility for reelection.

E. Rules of procedure, meetings and records. ~~The Board shall adopt rules of procedure for the transaction of its business, and shall keep a record of its minutes, resolutions, transactions, findings and determinations. The Board shall hold regular meetings at intervals determined by the Board but no less than four times a year, and special meetings at such times as the Board may determine or at the call of the chairman for consideration of business before the Board. All regular and special meetings of the Board shall be open to the public. A written record of the proceedings of the Board shall be kept showing its actions on each question considered, and filed in the office of the Chief of Neighborhoods.~~ The Board shall follow the rules and procedures as outlined within the Boards, Commissions and Authorities handbook, and the Board Rules and Procedures as provided by the Office of City Council. The Board shall hold regularly scheduled meetings no less than four (4) times a year, at City Hall, or other locations as needed. The dates and times of the meetings may be adjusted as is necessary and with proper notice given to board members and the public. All meetings, regular, special and workshops, shall be open to the public. A written record of the proceedings of the board shall be kept in accordance with Florida Public Records law; including meeting minutes, resolutions, transactions, findings, and determinations.

F. Vote and quorum. A majority of the existing membership as designated by Ordinance or Council Action shall constitute a quorum for the transaction of business. For an item to pass, it must obtain the affirmative vote of the majority of the existing membership of the board.

G. Authority and duties of Board. The Westside Redevelopment Board shall have the following authority and duties:

~~a.To prepare and recommend to the City Council five-year implementation plans for the implementation of the Westside Community Redevelopment Action Plan.~~

a. ~~To prepare and recommend to the City Council an annual list of projects for funding from the Westside Community Redevelopment Trust Fund.~~ To review and provide input to staff on an annual list of projects for funding through the Westside Redevelopment Trust Fund.

b. To monitor development and progress in the implementation of the Westside Community Redevelopment Plan ~~and to make an~~

~~annual report to the City Council on such progress.~~ and to provide input to staff regarding this progress.

c. To assume other duties as may be needed from time to time, as directed by the City of Pensacola Community Redevelopment Agency (CRA) Board, the Pensacola City Council or city ordinance or resolution.

d. Input provided by the Westside Redevelopment Board, as a body, shall be relayed to the CRA Board during their routine meetings or special meetings where appropriate

SECTION 3. REPEALING CLAUSE

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY

If any section of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision and that to the end other provision of this ordinance are hereby declared to be severable.

SECTION 5. EFFECTIVE DATE

This ordinance 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

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 25-25 – Amending Ordinance No. 33-14, Westside Community Area Redevelopment Board

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance is an effort to amend the enabling ordinance for the Westside Redevelopment Board to be consistent with the Boards Handbook and other Redevelopment Board enabling ordinances.

2. This proposed ordinance is not anticipated to have any economic impact on for-profit businesses.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. There will be no new charge or fee imposed by the proposed ordinance.

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None

File #: 25-1586 Agenda Conference 1/12/2026

ORDINANCE

SPONSOR: Allison Patton, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 27-25 - AMENDING ORDINANCE NO. 08-20 - URBAN CORE REDEVELOPMENT BOARD

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 27-25 on second reading.

AN ORDINANCE AMENDING ORDINANCE NO. 08-20 URBAN CORE REDEVELOPMENT BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On Febrary 27, 2020, City Council adopted Ordinance No. 08-20, Establishing an Urban Core Redevelopment Board. In October of 2024, City Council approved and adopted a Handbook for Boards, Commissions and Authorities. The adoption of the handbook necessitates amendments to the enabling ordinance to be consistent with the handbook and other redevelopment board enabling ordinances.

Key amendments:

Membership: changed the City Council member to an ex-officio member of City Council, who will only cast a vote in the event of a tie.

Removal from office: replacement language -- in accordance with Florida Statute Sec. 112.501 and/or the policy and procedures set forth by the City Council

Rules of procedure: replacement language: The Board shall follow the rules and procedures as outlined within the Boards, Commissions and Authorities handbook, and the Board Rules and Procedures as provided by the Office of City Council. The Board shall hold regularly scheduled meetings no less than four (4) times a year, at City Hall, or other locations as

needed. The dates and times of the meetings may be adjusted as is necessary and with proper notice given to board members and the public. All meetings, regular, special and workshops, shall be open to the public. A written record of the proceedings of the board shall be kept in accordance with Florida Public Records law; including meeting minutes, resolutions, transactions, findings, and determinations.

Vote and quorum: replacement language -- A majority of the existing membership as designated by Ordinance or Council Action shall constitute a quorum for the transaction of business. For an item to pass, it must obtain the affirmative vote of the majority of the existing membership of the board.

Authority and duties: replacement language - A. To review and provide input to staff on the five-year implementation plans for the Urban Core Redevelopment Plan.

B. To review and provide input to staff on an annual list of projects for funding through the Urban Core Redevelopment Trust Fund.

C. To monitor the progress in plementation of the Urban Core Redevelopment Plan and Provide input to staff regarding this progress.

D. To assume other duties as may be needed from time to time, as directed by the City of Pensacola Community Redevelopment Agency (CRA) Board, the Pensacola City Council or city ordinance or resolution

E. Input provided by the Urban Core Redevelopment Board, as a body, shall be relayed to the CRA Board during their routine meetings or special meetings where appropriate.

The proposed amendments were a collaborative effort between Council Staff, CRA Staff and Legal.

PRIOR ACTION:

February 27, 2020 - City Council adopted Ordinance No. 08-20 - Establishing an Urban Core Redevelopment Board
October 2024 - City Council approved and adopted a Handbook for Boards, Commissions and Authorities
December 11, 2025 - City Council voted to approve Proposed Ordinance No. 27-25 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/19/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No.27-25
2. Proposed Ordinance No. 27-25 Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 27-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING ORDINANCE 08-20 URBAN CORE REDEVELOPMENT BOARD; MEMBERSHIP, REMOVAL FROM OFFICE, RULES OF PROCEDURE, AUTHORITY AND DUTIES OF THE BOARD; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. FINDINGS.

A. The City Council of the City of Pensacola ("City Council"), adopted Resolution No. 54-80 on September 25, 1980, describing the Urban Core Community Redevelopment Area ("Urban Core CRA") and finding such to be a "blighted area" as defined in Section 163.340, Florida Statutes, and in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

B. On September 25, 1980, the City Council adopted Resolution No. 55-80, which created the Community Redevelopment Agency of the City of Pensacola and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

C. On March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Redevelopment Trust Fund for the Urban Core CRA ("Urban Core Trust Fund"); and

D. On March 27, 1984, the City Council adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core CRA; and

E. On April 6, 1989, the City Council adopted Resolution No. 19-89, which approved a revised redevelopment plan for the Urban Core CRA which plan has been subsequently amended; and

F. On September 14, 2006, the City Council adopted Resolution No. 24-06 which amended Resolution 19-89 by adding additional priority elements, including certain park and public space enhancements and accessibility improvements to the revised Community Redevelopment Plan for the Urban Core

CRA; and

G. On January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan dating from 1989 as amended and adopted the Urban Core Community Redevelopment Plan dated 2010 ("Urban Core Community Redevelopment Plan"); and

H. On August 19, 2010, the City Council adopted Resolution 22-10, which became effective on January 10, 2011, amending Resolution No. 55-80 and providing for the continuation of the Agency in conformity with the provisions of the 2010 Charter.

I. On October 7, 2019, the Agency recommended that City Council adopt an ordinance establishing an Urban Core Redevelopment Board to make recommendations regarding implementation of the Urban Core Community Redevelopment Plan.

SECTION 2. ESTABLISHMENT OF NEIGHBORHOOD BOARD

A. There is hereby established a neighborhood board that provides for the ongoing involvement of stakeholder groups in the Urban Core CRA to be known as the "Urban Core Redevelopment Board".

B Membership. The Urban Core Redevelopment Board shall consist of nine (9) members appointed by the City Council. One ~~member shall be a~~ ex-officio member of City Council who will only cast a vote in the event of a tie. The following areas shall each have a member representing it on the Board: Belmont DeVilliers Area (one seat); Central Business Area (one seat); East Hill Area (one seat); Gateway Area (one seat); Historic District – Aragon Area (one seat); Long Hollow Area (one seat); North Hill Area (one seat); Old East Hill Area (one seat); Tanyard Area (one seat); Waterfront Area (one seat). No member shall be a paid employee of the City, notwithstanding the ex-officio member. No Area may be represented by more than one member at a time; should no eligible person be identified to serve for a particular Area, then that seat shall remain empty until such time as an eligible person is appointed to serve.

C. Term of office, removal from office, vacancies. Members of the Urban Core Redevelopment Board shall serve for terms of three (3) years. Any member of the Board may be removed from office during the three-year term ~~for just cause by the City Council upon written charges and after public hearing. Just cause may be defined as misfeasance, malfeasance, neglect of duty, or violation of the City's anti-discrimination, anti-retaliation, and anti-harassment policies~~ in accordance with Florida Statute Sec. 112.501 and/or the policy and procedures set forth by the City Council. Any vacancy occurring during the unexpired term of office of any member shall be filled by the City Council for the remainder of the term, within a reasonable period of time.

D. Officers. The Board shall elect a chairperson and vice-chairperson

from among its members for a term of one (1) year, with eligibility for reelection.

E. Rules of procedure, meetings and records.

~~a. The Board shall follow rules of procedure as directed by City Council, which shall establish such rules for the transaction of the Board's business.~~

~~b. The Board shall hold regular meetings at intervals determined by the Board but no less than four times a year. All meetings of the Board shall be open to the public.~~

~~c. The records of the Board, including meeting minutes, resolutions, transactions, findings, and determinations shall be maintained in accordance with Florida Public Records law~~.

The Board shall follow the rules and procedures as outlined within the Boards, Commissions and Authorities handbook, and the Board Rules and Procedures as provided by the Office of City Council. The Board shall hold regularly scheduled meetings no less than four (4) times a year, at City Hall, or other locations as needed. The dates and times of the meetings may be adjusted as is necessary and with proper notice given to board members and the public. All meetings, regular, special and workshops, shall be open to the public. A written record of the proceedings of the board shall be kept in accordance with Florida Public Records law; including meeting minutes, resolutions, transactions, findings, and determinations.

F. Vote and quorum. A majority of the existing membership as designated by Ordinance or Council Action shall constitute a quorum for the transaction of business. For an item to pass, it must obtain the affirmative vote of the majority of the existing membership of the board

G. Authority and duties of the Board. The Urban Core Redevelopment Board shall have the following authority and duties:

a. ~~To make recommendations regarding implementation of the Urban Core Community Redevelopment Plan.~~ To review and provide input to staff on the five-year implementation plans for the Urban Core Redevelopment Plan.

b. To review and provide input to staff on an annual list of projects for funding through the Urban Core Redevelopment Trust Fund.

c. To monitor the progress in implementation of the Urban Core Redevelopment Plan and provide input to staff regarding this progress.

d. To assume other duties as may be needed from time to time, as directed by the City of Pensacola Community Redevelopment Agency (CRA) Board, the Pensacola City Council or city ordinance or resolution.

e. Input provided by the Urban Core Redevelopment Board, as a body, shall be relayed to the CRA Board during their routine meetings or special meetings where appropriate.

SECTION 3. REPEALING CLAUSE

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY

If any section of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision and such holding shall not affect the validity of any other provision and that to the end other provision of this ordinance are hereby declared to be severable.

SECTION 5. EFFECTIVE DATE

This ordinance 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

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 27-25 – Amending Ordinance No. 08-202, Urban Core Redevelopment Board.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance is an effort to amend the enabling ordinance for the Urban Core Redevelopment Board to be consistent with the Boards Handbook and other Redevelopment Board enabling ordinances.

2. This proposed ordinance is not anticipated to have any economic impact on for-profit businesses.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. There will be no new charge or fee imposed by the proposed ordinance.

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None

File #: 25-1604 Agenda Conference 1/12/2026

ORDINANCE

SPONSOR: Allison Patton, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 28-25 - REPEALING SECTION 11-2-70, SAME - POST-TOW HEARING OF THE CITY CODE

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 28-25 on second reading.

AN ORDINANCE REPEALING SECTION 11-2-70, SAME-POST-TOW HEARING OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Code Section 11-2-70, Same- Post-Tow Hearing:

Sec. 11-2-70. Same—Post-tow hearing.
If the owner or a person entitled to possession of a vehicle impounded pursuant to this division submits to the mayor a written request for a hearing within one working day of the time that the person was notified that the vehicle was impounded, a post-towage hearing shall be held within two working days of the receipt of the request for a hearing. The mayor shall appoint an impartial hearing examiner. Should the hearing examiner find in favor of the city, the owner of the vehicle must pay the appropriate fines, costs and charges, the reasonableness of which shall be determined by the hearing examiner unless they have been adopted by the city council. A decision for said owner would require the city to pay charges where there is a commercial tower and refund any bond.

Is no longer pertinent nor needed and is hereby repealed in its entirety.

PRIOR ACTION:

December 11, 2025 - City Council voted to approve Proposed Ordinance No. 28-25 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

12/2/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 28-25
2. Proposed Ordinance No. 28-25 Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 28-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE REPEALING SECTION 11-2-70, SAME—POST-TOW HEARING OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 11-2-70 of the Code of the City of Pensacola, Florida, entitled "SAME—POST-TOW HEARING" is hereby repealed.

~~Sec. 11-2-70. Same—Post-tow hearing.~~

~~If the owner or a person entitled to possession of a vehicle impounded pursuant to this division submits to the mayor a written request for a hearing within one working day of the time that the person was notified that the vehicle was impounded, a post-towage hearing shall be held within two working days of the receipt of the request for a hearing. The mayor shall appoint an impartial hearing examiner. Should the hearing examiner find in favor of the city, the owner of the vehicle must pay the appropriate fines, costs and charges, the reasonableness of which shall be determined by the hearing examiner unless they have been adopted by the city council. A decision for said owner would require the city to pay charges where there is a commercial tower and refund any bond.~~

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

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 28-25 – An ordinance repealing Section 11-2-70, SAME – POST-TOW HEARING of the City Code

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance is repealing a section of the City Code which is outdated no longer necessary.

2. This proposed ordinance is not anticipated to have any economic impact on for-profit businesses.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. There will be no new charge or fee imposed by the proposed ordinance.

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None

File #: 25-1606 Agenda Conference 1/12/2026

ORDINANCE

SPONSOR: Allison Patton, Council President

SUBJECT:

PROPOSED ORDINANCE NO. 29-25 - AMENDING TITLE XI, TRAFFIC AND VEHICLES, PARKING AND TOWING OF THE CITY CODE

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 29-25 on second reading.

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-24, PARKING FOR CERTAIN USES PROHIBITED; SEC. 11-2-35, PARKING OF MAJOR RECREATIONAL EQUIPMENT AND COMMERCIAL VEHICLES IN RESIDENTIAL AREAS RESTRICTED; SECTION 11-2-37, PARKING FINES; SECTION 11-2-66, REMOVAL AND IMPOUNDMENT FOR NUMEROUS UNPAID CITATIONS—AUTHORITY; SECTION 11-2-67, SAME—NOTICE TO OWNER; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On October 20, 2025 City Council conducted a workshop discussing this proposed ordinance. Based on the input provided by Council, the Proposed Ordinance is presented for consideration. This ordinance amends portions of City Code as follows:

Section 11-2-24 - Parking for certain uses prohibited
Section 11-2-35 - Parking of Major Recreational Equipment and Commercial vehicles in Residential Areas Restricted
Section 11-2-37 - Parking Fines
Section 11-2-66 - Removal and Impoundment for Numerous Unpaid Citations- Authority
Section 11-2-67 -- Same -- Notice to Owner,

PRIOR ACTION:

October 20, 2025 - City Council conducted a Workshop discussing this proposed Ordinance and amendments.
December 11, 2025 - City Council voted to approve Proposed Ordinance No. 29-25 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

12/2/2025

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 29-25
2. Proposed Ordinance No. 29-25 Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 29-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-24, PARKING FOR CERTAIN USES PROHIBITED; SEC. 11-2-35, PARKING OF MAJOR RECREATIONAL EQUIPMENT AND COMMERCIAL VEHICLES IN RESIDENTIAL AREAS RESTRICTED; SEC. 11-2-37, PARKING FINES; SECTION 11-2-66, REMOVAL AND IMPOUNDMENT FOR NUMEROUS UNPAID CITATIONS—AUTHORITY; SECTION 11-2-67, SAME—NOTICE TO OWNER; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 11-2-24 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-24. - Parking for certain uses prohibited.

(1) No person shall park a vehicle upon any street, right-of-way, public vacant lot, ~~or~~ public parking lot or public parking space for the principal purpose of:

(a) Displaying such vehicle for sale;

(b) Washing, greasing or repairing such vehicle, except repairs necessitated by an emergency;

(c) Displaying advertising; or

(d) Storage for more than ~~24~~ 72 hours, except in public parking spaces designated by the City as resident only parking when the vehicle has a valid resident parking only decal displayed. "Storage" means a vehicle parked primarily for extended placement rather than active

transportation, as demonstrated by being parked in the same location for more than 72 hours plus one or more of the following objective criteria:

i. vehicle and/or surrounding area show evidence of being used primarily for extended placement, including but not limited to accumulation of debris, dust, dirt, or pollen on, around or under the vehicle, use of tarps or covers, or other indicators of non-use;

iii. vehicle owner cannot be located or is unwilling or unable to move the vehicle in a timely fashion.

(2) No person shall park a vehicle upon any street, right-of-way, public vacant lot, public parking lot or public parking space for more than 24 hours in all areas between the western right-of-way line of A Street and the eastern right-of-way line of 9th Avenue and between the northern right-of-way line of Wright Street and terminating at the southernmost point along Pensacola Bay, except in public parking spaces designated by the City as resident only parking when the vehicle has a valid resident parking only decal displayed.

(~~2~~3) No person shall park a vehicle upon any street, right-of-way, public vacant lot, or in any public parking space that is located in the area between the eastern right-of-way line of Tarragona Street and western right-of-way line of Baylen Street and between the southern right-of-way line of Garden Street and the southern right-of-way line of Main Street for the principal purpose of selling merchandise, including food and beverage, from such vehicle with the exception of during the hours of Gallery Night and other special events or specified times as approved by the mayor or mayor's designee.

(~~3~~4) Each additional 24-hour period a vehicle remains in violation of this section shall constitute a separate offense.

(5) Any vehicle found in violation of this section may be subject to a parking citation, towing, or both.

SECTION 2. Section 11-2-35 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-35. - Parking of major recreational equipment and commercial vehicles in residential areas restricted.

(3) *Penalties.*

a. The owner of any recreational equipment or commercial vehicle found to be in violation of any of the provisions of this section shall be fined in the amount of $50.00 for the first offense, $150.00 for the second offense and $250.00 for the third and subsequent offenses that occur within a 12-month period. Each day the violation continues shall constitute an additional and separate offense. The amount of the fine shall be doubled if payment is not received, or if payment is not postmarked, within ~~15~~ 30 days of the time of the notice of the violation.

SECTION 3. Sec. 11-2-37 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-37. - Parking fines.

(a) Unless otherwise specified in this chapter, the owner of any vehicle found to be in violation of any of the provisions of this chapter within the city shall be fined in the amount of $25.00 per offense; however, beginning with the third offense that occurs within a 12-month period the fine shall be in the amount of $50.00 and each subsequent offense thereafter within a 12-month period shall increase by $25.00 from the last fine for each additional offense. Subsequent fine amounts for offenses that occur within the same 12-month period shall not be greater than $200.00. The amount of the fine shall be doubled if payment is not received by the city, or if payment by mail is not postmarked, within ~~15~~ 30 days of the date of notice of the violation.

(b) Notwithstanding the provisions of subsection (a), above, vehicles found to be in violation of posted parking regulations when the city has issued permits for special events as defined in section 11-4-171 of the Code of the City of Pensacola, Florida, within the area bounded on the north by Wright Street, on the south by Bayfront Parkway, on the east by 9th Avenue, and on the west by Baylen Street, shall be fined in the amount of $50.00 for each offense. The amount of this fine shall be doubled if payment is not received by the city, or if payment by mail is not postmarked, within ~~15~~ 30 days of the time of notice of the violation.

SECTION 4. Section 11-2-66 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-66. - Removal and impoundment for numerous unpaid citations—Authority.

(a) Any motor vehicle registration having against it five or more outstanding unpaid summonses, citations or other process, charging that any vehicle licensed under the motor vehicle registration was parked, stopped or standing in violation of any law, ordinance or local authority of the city shall be deemed a public nuisance and shall constitute an emergency situation and the mayor and any other agent of the city assigned to traffic duty are hereby authorized to remove, or cause same to be

removed from any public property within the city, at the sole cost and expense of the habitual violator; provided that the city, after the fifth violation, shall first send the owner of the vehicle notice of the violations, informing him or her of the violations, briefly outlining the provisions of this scofflaw division and ordering that he or she comply therewith, and warning him or her that if the letter is disregarded for a period of five days the vehicle subject of the letter shall be impounded.

(b) The city shall have the power and is hereby authorized to remove the vehicle by either private or governmental equipment to the ~~city pound, nearest garage, tow~~ lot or other place of safety, or to a garage designated or maintained by the city at the sole cost and expense of the vehicle's owner.

SECTION 5. Section 11-2-67 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-67. Same—Notice to owner.

Whenever the city has authorized a vehicle to be towed for violations of parking prohibitions or impounded a vehicle described above, a notice of such removal and the location of ~~the city pound~~ where such vehicle is stored shall be mailed to the last registered owner of such vehicle, if the name and address of such owner can be ascertained with reasonable diligence. ~~Such notice shall state that a post-tow hearing may be had at a designated time within two working days of receipt of the notice. Such notice shall state, if the owner fails to reclaim such vehicle within 60 days from the date of the mailing, the city will treat the vehicle as abandoned property and such vehicle will be sold at public auction to be held no sooner than 30 days after the expiration of the 60-day period contained in the notice.~~ Notice shall be mailed to the vehicle owner by certified mail, return receipt requested.

SECTION 6. 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 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect on the tenth ~~fifth~~ business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 29-25 – An ordinance AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-24, PARKING FOR CERTAIN USES PROHIBITED; Sec. 11-2-35, Parking of major recreational equipment and commercial vehicles in residential areas restricted; Sec. 11-2-37, Parking fines; SECTION 11-2-66, REMOVAL AND IMPOUNDMENT FOR NUMEROUS UNPAID CITATIONS—AUTHORITY; SECTION 11-2-67, SAME—NOTICE TO OWNER

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance is amending portions of the City Code that address, Parking for certain uses prohibited: parking of major recreational equipment and commercial vehicles; parking fines; removal and impoundment for numerous unpaid citations and notice to owners.

2. This proposed ordinance is not anticipated to have any economic impact on for-profit businesses.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. Under Section 11-2-24(4), Parking for certain uses prohibited, “Each additional 24-hour period a vehicle remains in violation of this section shall constitute a separate offense.”

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

City Council conducted a workshop on 10-20-25 regarding the proposed ordinance and amendments. Also, members of effected neighborhood associations were able to provide input as well.

File #: 26-137 Agenda Conference 1/12/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

ADD-ON -- PARTIAL RELEASE OF EASEMENT (UTILITY) -- A PORTION OF VACATED HILARY STREET.

RECOMMENDATION:

That City Council approve the Partial Release of Easement (Utility) — A portion of vacated Hilary Street

HEARING REQUIRED: No Hearing Required

SUMMARY:

In October of 1992, City Council adopted Ordinance No. 33-92, closing, abandoning and vacating portions of the Hilary Street right-of-way, while maintaining a utility easement for itself and other utility providers.

A portion of vacated Hilary Street described as: The North half of the vacated Hilary Street (60' Right of Way), Lying South of and adjacent to lots 18-20, Block 67, Maxent Tract.

This pertains to property located at 21 S. "I" St. where there is a desire to create one more lot and build a single family residence, however prior to being able to make application through Development Services, the utility easements would need to be released.

This item provides the Partial Release of Easement from the City as described herein.

Recorded releases of easement have been obtained from ECUA and Florida Power and Light (FPL) (formerly Gulf Power) as well.

PRIOR ACTION:

October 8, 1992 -- City Council approved via Ord. 33-92 the Closing, Abandoning and Vacation of portion of the Hilary Street Right-Of-Way

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

1/12/2026

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Partial Release of Easement - Hilary Street
2. Easement Survey - 21 South I Street
3. Recorded FPL Partial Release of Easement - 21 South I Street dated 09.19.2025 (1)
4. Recorded ECUA Partial Termination of Easement - 21 South I Street dated 09.11.2025 (1)
5. Ordinance No. 33-92 - Hilary Street ROW Vacation wEasement dated 11.08.1992

PRESENTATION: No

Prepared by:
Adam Cobb, Esq.
City of Pensacola
222 W Main Street
Pensacola, Florida 32502

PARTIAL RELEASE OF EASEMENT

THE CITY OF PENSACOLA, a Florida municipal corporation ("**City**"), whose mailing address is 222 W Main Street, Pensacola, Florida 32502, the owner and holder of easement reserved via Ordinance No. 33-92, dated October 8, 1992 and recoded on December 30, 1992 in Official Records, Book 3294, Page 889 of the Public Records of Escambia County, Florida ("**Easement**"), for and in the consideration of certain benefits accruing to it, does hereby release so much of said Easement as lies within the following described property:

See Exhibit A, attached hereto and made a part hereof;

and hereby agrees that from and after the date hereof the herein described property shall be freed of said Easement and the rights and privileges granted therein. This release applies only to the property specifically described herein and in no way affects other lands, if any, covered by said Easement.

[A separate signature page follows.]

IN WITNESS WHEREOF, the City has caused this Partial Release of Easement to be signed this ___ day of January, 2026.

Witnesses:

Print:_____
Address:_____
_____

_____
Print:_____
Address: _____
_____

CITY OF PENSACOLA, a Florida municipal corporation

_____
D.C. Reeves, Mayor

Attest:

_____
City Clerk

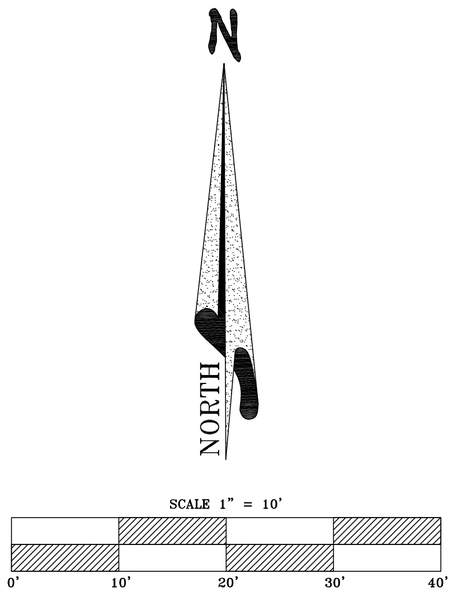
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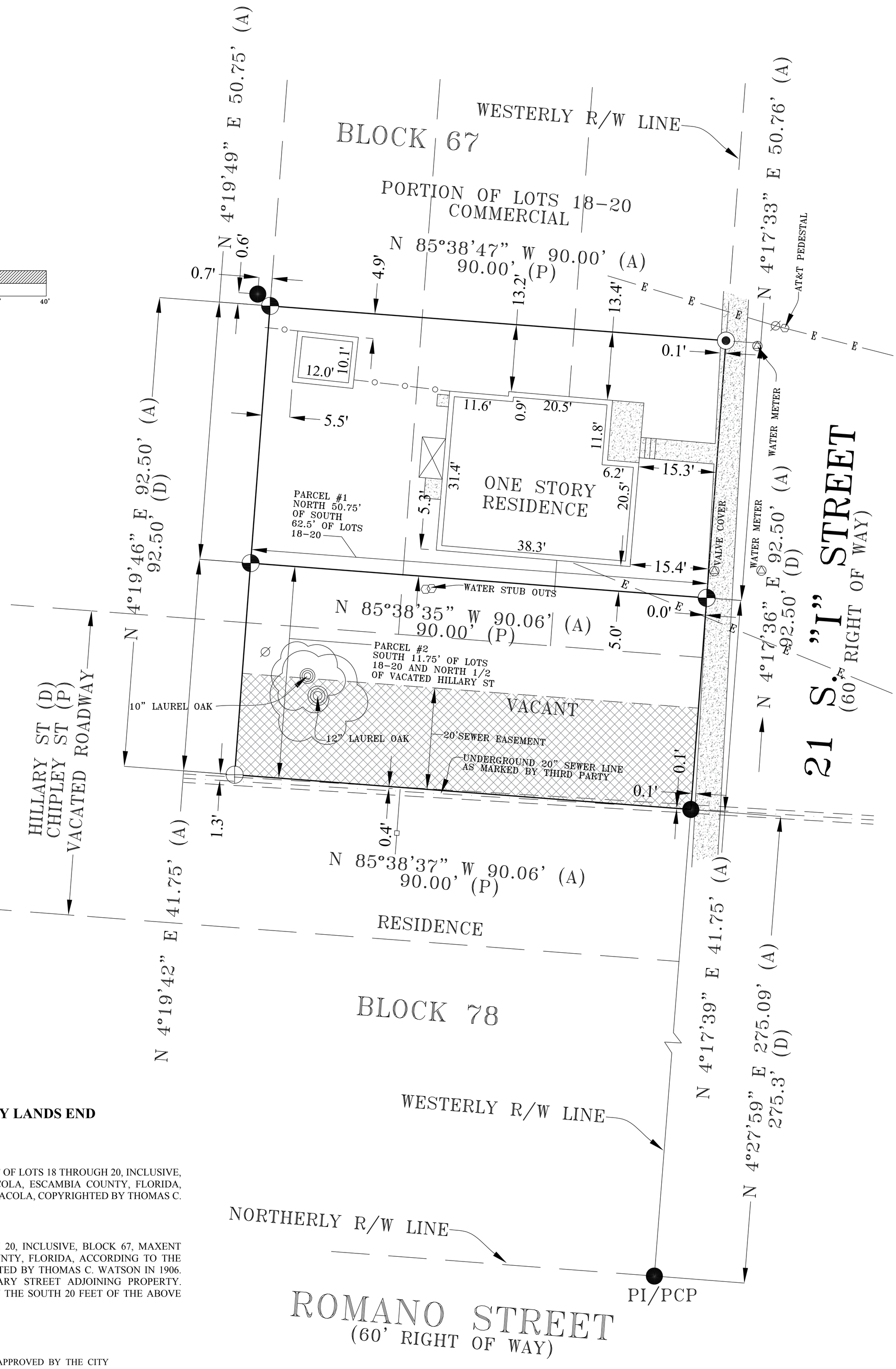
_____
City Attorney

Signature page – Partial Release of Easement

EXHIBIT A

A PORTION OF VACATED HILLARY STREET (ORDINACE #33-92) DESCRIBED AS FOLLOWS: THE NORTH HALF OF THE VACATED HILLARY STREET (60' RIGHT OF WAY) AND REFERENCED IN CITY ORDINACE #33-92) LYING SOUTH OF AND ADJACENT TO LOTS 18-20, BLOCK 67, MAXENT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.





DESCRIPTION: (AS PREPARED BY LANDS END SURVEYING, INC.

PARCEL 1:
THE NORTH 50.75 FEET OF THE SOUTH 62.5 FEET OF LOTS 18 THROUGH 20, INCLUSIVE, BLOCK 67, MAXENT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL 2:
THE SOUTH 11.75 FEET OF LOTS 18 THROUGH 20, INCLUSIVE, BLOCK 67, MAXENT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906. AND THE NORTH HALF OF VACATED HILLARY STREET ADJOINING PROPERTY. SUBJECT TO A 20' WIDE SEWER EASEMENT ON THE SOUTH 20 FEET OF THE ABOVE DESCRIBED PARCEL.

APPROVAL STATEMENT:

THIS DRAWING, AS SHOWN HEREON, IS HEREBY APPROVED BY THE CITY PLANNING DEPARTMENT OF PENSACOLA, FLORIDA.

_____
PRINT

_____ DATE: _____
SIGNATURE
CITY OF PENSACOLA PLANNING SERVICE

_____ _____ DATE: _____
SIGNATURE
CITY OF PENSACOLA SURVEYOR,
LESLIE D. ODOM, PSM #6520

CERTIFICATIONS:
THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

_____
OSTREM REAL ESTATE, LLC

THE PURPOSE OF THIS SURVEY IS FOR A TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S), AND COMPANIES:

OSTREM REAL ESTATE, LLC

THIS MAP IS INTENDED TO BE PRINTED ON A PAPER SIZE OF 24"x36" TO FIT THE SCALE INDICATED HEREON. ANY OTHER SIZE PRINTED RENDERS THIS MAP INVALID.

DRAWN BY CHIP EVANS

General Notes:
1. *No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning,and restrictions that may be found in the Public Records of said County.*
2. *Measurements shown were made to United States standards. The accuracy of measurements shown meet the standards required in the appropriate land area.*
3. *All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Actual Field Measurement = (A); Plat = (P)*
4. *Underground portions of foundations, footings, or other underground structures were not located unless otherwise noted.*
5. *Eves and soffits of building structures or overhead utilities were not located unless otherwise noted.*
6. *Fence locations as shown are exaggerated and are not to scale for clarity purposes.*
7. *The setback lines and/or easements shown hereon, if any, are per information found in the recorded plat of said subdivisions or are as provided by the client, designer, builder, title company, county or S.R.I.A. and should be verified with appropriate entities.*

LANDS END SURVEYING, INC.

Lands End Surveying, Inc.
8192 SIX PENCE DRIVE, PENSACOLA, FLORIDA 32514
Telephone: 850-433-8545 FAX: 850-433-8282
Florida Licensed Business #6832
LANDSENDSURVEYING.COM

TYPE SURVEY
BOUNDARY, IMPROVEMENTS & LOT SPLIT

BASIS OF BEARING
HELD THE WESTERLY R/W LINE OF "I" STREET AS N 4°17'36" E PER FLORIDA STAATE PLANE LOCATION

LEGEND

o	Degree	R	Radius	RP	Radius Point
'	Feet or Minutes		Permanent Reference Monument		
"	Inches or Seconds	<0.0>	Existing Spot Elevation		
N	North	E	East	BSL	Building Setback Line
S	South	W	West	(D)	Deed
PCP	Permanent Control Point			(P)	Plat
PRC	Point of Reverse Curve			(A)	Actual Field Measurement
PCC	Point of Compound Curve			(CALC)	Calculated Measurement
PC	Point of Curvature				Existing Hole in Concrete
PT	Point of Tangency				Set "X" Cut in Concrete
PI	Point of Intersection				1/2" Metal Rod-Found
POC	Point of Commencement				Existing Capped Metal Rod #5948
POB	Point of Beginning				Existing Capped Metal Rod
R/W	Right of Way				Existing Capped Metal Rod
PRM	Permanent Reference Monument				Existing Capped Metal Rod
					1 " Metal Pipe-Found

	Capped Iron rod-set Lb.6832
	Nail & disk found
	Nail & disk set Lb.6832
	Concrete Monument Found
	Utility Pole / Meter
E—E—E	Utility wires overhead
N—N—N	Chain link fence
o—o—o	Wooden fence
X—X—X	Metal Fence
□—□—□	Plastic Fence
	Concrete or Pavement
	Wood Deck or Dock
	Covered area (porch, carport, etc.)
	Pavers or Brick

SCALE:	1" = 10'
LATEST FIELD DATE:	6-23-2025
ORIGINAL FIELD DATE:	5-26-2025
ORDER NO:	3142025
FIELD BOOK:	454/19 DATA

© COPYRIGHT 2025 BY LANDS END SURVEYING, INC.
THIS MAP DRAWING IS PROTECTED FROM UNATHORIZED USE BY STATE AND FEDERAL COPYRIGHT ACTS. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR PART, OR TO BE USED FOR ANY OTHER PURPOSE OR TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY, OR FIRM NOT LISTED ON THIS DRAWING WITHOUT THE PRIOR WRITTEN CONSENT OF COPYRIGHT OWNER.

REVISIONS	FIELD BOOK	DATE
LOCATED TREES & UTILITIES	454/35 DATA	6-9-2025
SEWER LINE LOCATED	454/35 DATA	6-23-2025
ADDED SEWER EASEMENT	N/A	9-16-2025

FLORIDA SURVEYORS CERTIFICATE
I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE PROPERTY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND SUBSEQUENT MAP AS SHOWN ARE TO BE TRUE, ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND MAP MEET THE FLORIDA STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO RULE 5J-17.051 S AND 5J-17.052 AND ALSO STATUTE 472.027 OF THE FLORIDA STATUTES.

Larry E. Stegall — Digitally signed by Larry E. Stegall Date: 2025.10.07 12:13:25 -05'00'

PROFESSIONAL LAND SURVEYOR NO. 4747, STATE OF FLORIDA — JUNE 23, 2025 CERTIFIED DATE

LARRY E. STEGALL, PLS
LARRY@LANDSENDSURVEYING.COM

LARRY E. STEGALL CERTIFICATE No. 4747 STATE OF FLORIDA REGISTERED LAND SURVEYOR

This instrument was prepared by:
Steve Rhodes
Florida Power & Light Company
Corporate Real Estate Department
700 Universe Boulevard
Juno Beach, FL 33408

After recording return to:
Steve Rhodes
Florida Power & Light Company
One Energy Place.
Pensacola, FL 32520

Section, Township, Range: 00-0S-00 – CA118
Parcel ID Number: 000S009080020067
(Maintained by Escambia County Appraiser)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025082253 10/28/2025 12:26 PM
OFF REC BK: 9398 PG: 293 Doc Type: PR
Recording $27.00

PARTIAL RELEASE OF EASEMENT

FLORIDA POWER & LIGHT COMPANY, a Florida corporation, hereinafter referred to as ("**FPL**"), whose mailing address is 700 Universe Boulevard, Juno Beach, FL, 33408, Attn: Corporate Real Estate Department, the owner and holder of an Easement dated October 8, 1992 and recorded on December 30, 1992 in OR 3294, Page 889 of the Public Records of ESCAMBIA County, Florida, for and in consideration of certain benefits accruing to it, does hereby release so much of said Easement as lies within the following described property:

See **Exhibit "A"** attached hereto and made a part hereof;

and hereby agrees that from and after the date hereof the herein described property shall be freed of said Easement and the rights and privileges granted therein. This release applies only to the property specifically described herein and in no way affects other lands, if any, covered by said Easement.

IN WITNESS WHEREOF, the said FPL has caused this Partial Release of Easement to be signed in its name by its proper officers and its corporate seal to be affixed, this 19th day of September, 2025.

Signed, sealed and delivered
in the presence of:

Signature:

William Maudlin
Print Name:
Post Office Address: One Energy Place
Pensacola, FL 32520

Signature:

Scott Jordan
Print Name:
Post Office Address: One Energy Place
Pensacola, FL 32520

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation

By: _____

Print Name: Steve Rhodes

Its: Area Real Estate Manager

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of September, 2025, by Steve Rhodes as Area Real Estate Manager of Florida Power & Light Company, a Florida corporation, on behalf of corporation.

(Notarial Seal)

Notary: _____
Print Name: Scott C. Jordan
Notary Public, State of Florida
My commission expires: 6/8/28

☑ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____

SCOTT C. JORDAN
Notary Public · State of Florida
Commission # HH 523813
My Comm. Expires Jun 8, 2028
Bonded through National Notary Assn.

EXHIBIT "A"
(Legal Description of Property)

A PORTION OF VACATED HILLARY STREET (ORDINACE #33-92) DESCRIBED AS FOLLOWS: THE NORTH HALF OF THE VACATED HILLARY STREET (60' RIGHT OF WAY) AND REFERENCED IN CITY ORDINACE #33-92) LYING SOUTH OF AND ADJACENT TO LOTS 18-20, BLOCK 67, MAXENT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

Prepared by:
Phillip A. Pugh
Litvak Beasley Wilson & Ball, LLP
40 Palafox Place, Suite 300
Pensacola, FL 32502

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025069826 9/12/2025 9:55 AM
OFF REC BK: 9376 PG: 1792 Doc Type: PR
Recording $27.00

PARTIAL TERMINATION OF EASEMENT

THIS PARTIAL TERMINATION OF EASEMENT is made to be effective this 11th day of September, 2025, by Emerald Coast Utilities Authority ("ECUA.")

W I T N E S S E T H:

WHEREAS, pursuant to City of Pensacola Ordinance No. 33-92, recorded in Official Records Book 3294 at Page 889 of the Public Records of Escambia County, Florida, the City of Pensacola vacated a portion of Hilary Street, as more particularly described in said resolution, reserving therein an easement in favor of ECUA for public utilities (the easement thereby retained being referred to hereinafter as the "Easement"); and

WHEREAS, the Easement encumbers several parcels of real property, including but not limited to, the real property located at 21 South "I" Street (Parcel ID: 000S009080020067), more particularly described on Exhibit A (the "Underlying Parcel"); and

WHEREAS, the owner of the Underlying Parcel has requested that ECUA terminate the northerly 10' of that portion of its Easement that encumbers the Underlying Parcel; and

WHEREAS, ECUA no longer has any need for that portion of the Easement affecting the Underlying Parcel and it is unlikely that ECUA will have any need for it in the future; and

WHEREAS, pursuant to ECUA General Resolution GR25-107, dated August 26, 2025, the ECUA Board has directed the termination of the northern 10' of the Easement affecting the Underlying Parcel.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Adoption of Recitals. The recitals set forth above are hereby acknowledged and affirmed as true, accurate and correct and are incorporated herein.

2. Partial Termination of Easement. ECUA hereby terminates, extinguishes and cancels that portion of the northern 10' of the Easement lying within the boundaries of the Underlying Parcel. The Easement remains valid and effective as to the southern 20' of the Underlying Parcel and as to all portions of the Easement that do not lie within the boundaries of the Underlying Parcel

3. Counterparts. This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

4. Binding Effects. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, ECUA has executed these presents on the 11th day of September, 2025.

Signed, sealed and delivered
in the presence of:

Maria Del Aguila

Print Name Maria Del Aguila

Sigrid Rehrig

Print Name Sigrid Rehrig

EMERALD COAST UTILITIES AUTHORITY

By: J. Bruce Woody
Its: Executive Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of September, 2025 by J. Bruce Woody, as Executive Director of Emerald Coast Utilities Authority.

NOTARY PUBLIC
Print Name: Shakeva Simmons

X Personally Known
OR
Produced Identification
Type of Identification Produced

NOTARY PUBLIC STATE OF FLORIDA

SHAKEVA SIMMONS
Commission # HH 567334
Expires July 1, 2028

EXHIBIT A

The Land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

The following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

S 62 1/2 FT OF LTS 18 19 20 BLK 67 & ADJ N 1/2 OF HILARY ST ORD #33-92 MAXENT TRACT OR 5506 P 840 CA 118

Being the same property conveyed from Jeremy Patterson to Ostrem Real Estate, LLC by that certain Florida Special Warranty Deed recording in Official Records Book 9296 at Page 915 of the public records of Escambia County, Florida.

CITY OF PENSACOLA
CITY CLERK
180 GOVERNMENTAL CTN.
P.O. BOX 12910
PENSACOLA, FL 32521-0072

Item 10-C

OR BOOK 3294 PG 889

PROPOSED
ORDINANCE NO. 32-92

ORDINANCE NO. 33-92

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING PORTIONS OF THE HILARY STREET RIGHT-OF-WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE AND EFFECTIVE DATE.

WHEREAS, a public hearing was held on September 10, 1992, as to the vacation of portions of the Hilary Street right-of-way between Barrancas Avenue and Pace Boulevard, less the blocks between "J" and "K" Streets and "L" and "M" Streets and the intersecting rights-of-way, Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said portions of right-of-way hereinafter described, will contribute to the general welfare of the City of Pensacola in that said portions are no longer needed as public thoroughfares; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That those portions of the 60 feet Hilary Street right-of-way between Pace Boulevard and "N" Street, "N" and "M" Streets, "L" and "K" Streets, "J" and "I" Streets, "I" and "H" Streets, "H" and "G" Streets, "G" and "F" Streets, and "F" Street and Barrancas Avenue, all located in Maxent Tract, Pensacola, Escambia County, Florida, are hereby closed, discontinued, vacated and forever abandoned by the City of Pensacola as public thoroughfares.

SECTION 2. That the owners of the abutting property be, and they are hereby authorized to acquire possession of the right-of-way more particularly described in Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself, its successors and assigns, the Escambia County Utilities Authority, and Gulf Power Company, a full width utility easement in the entire portions of the right-of-way vacated hereby for the purpose of locating and maintaining public utilities.

MICROFILMED
Roll 240 Frame 33

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Passed: October 8, 1992

Approved: _____
Mayor

Attest:
_____
City Clerk

Legal in form and valid if enacted:

_____
City Attorney

FILED & RECORDED
DEC 30 4:15 PM '92
INDEX ADDED
0 1 1 7 8 9

PENSACOLA News Journal

PUBLISHED DAILY

Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared Sharon Bartman who is personally known to me and who on oath says that she is a representative of The Pensacola News Journal, a daily newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of _____ in the _____ Court, was published in said newspaper in the issues of Sep 27, 1992

Affiant further says that the said Pensacola News Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each day and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 29 day of Sep A.D., 19 92

Betty J. Weekley
Notary Public

BETTY J. WEEKLEY
"Notary Public—State of Florida"
My Commission Expires Nov. 21, 1995
CC463199

NOTICE OF PROPOSED ORDINANCE

Please be advised that Proposed Ordinance No. 32-92 was presented to the City Council of the City of Pensacola for the first reading on Thursday, July 23, 1992, and will be presented for final reading and adoption on Thursday, August 13, 1992, at 7:30 p.m., in the Council Chambers on the First Floor of City Hall, 180 Governmental Center, Pensacola, Florida.

The title of the ordinance is as follows:

An ordinance closing, abandoning and vacating portions of the Hilary Street right-of-way in Pensacola, Escambia County, State of Florida; repealing clause and effective date.

A copy of the proposed ordinance may be inspected by the public in the City Clerk's office on the seventh floor of the City Hall, 180 Governmental Center, Pensacola, Florida. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinance.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans With Disabilities Act and will make reasonable modifications for access to City services, programs and activities. Please call 435-1600 (or T.D.D. #435-1786) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

THE CITY OF PENSACOLA, FLORIDA
By: Shirley W. Law
City Clerk
AA/EEO
Legal NO. 41867 1T
Sept. 27, 1992

OF PENSACOLA
CITY CLERK
J80 GOVERNI'MENTAL CTN.
P'O. BOX 1149AO
PENSACOLA, FL Za521-0072
PROPOSED
ORDINANCE NO. 32-92
ORDINANCE NO. 33-92
AN ORDINANCE
TO BE ENTITLED:
owj,,,~6294PC 889
AN ORDINANCE CLOSING, ABANDONING AND VACATING PORTIONS OF THE HILARY STREET RIGHT-OF-WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE AND EFFECTIVE DATE.

WHEREAS, a public hearing was held on September 10, 1992, as to the vacation of portions of the Hilary Street right-of-way between Barrancas Avenue and Pace Boulevard, less the blocks between IIJII and IIKII Streets and I'LI' and I'M" Streets and the intersecting rights-of-way, Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said portions of right-of-way hereinafter described, will contribute to the general welfare of the City of Pensacola in that said portions are no longer needed as public thoroughfares; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That those portions of the 60 feet Hilary Street right-of-way between Pace Boulevard and 'IN" Street, 'IN" and I'M" Streets, I'LI' and "KII Streets, IIJII and "I" Streets, "I" and IfHII Streets, IIHII and IIGII Streets, 1IGII and 'IF" Streets, and 'IF" Street and Barrancas Avenue, all located in Maxent Tract, Pensacola, Escambia County, Florida, are hereby closed, discontinued, vacated and forever abandoned by the City of Pensacola as public thoroughfares.

SECTION 2. That the owners of the abutting property be, and they are hereby authorized to acquire possession of the right-of-way more particularly described in Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself, its successors and assigns, the Escambia County Utilities Authority, and Gulf Power Company, a full width utility easement in the entire portions of the right-of-way vacated hereby for the purpose of locating and maintaining public utilities.

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MICROFILMED
Roll-_"k) Frame

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such ,conflict.

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City'c
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Passed:
Approved

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j3urnai
PUBLISHED DAILY
Pensacola, Escambia County, Florida
STATE-OF FLORIDA
County of Escambia

Before the dersigned authority personally
4c, IL
appeared
who is personall7 known to me and who on oath says that she is a representative of The Pensacola News iournal~ a daily newspaper published at Pensacola *n Escambia County, Florida; t at the attached cop)~- of advertisement',

being J- in the matter of
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Publish,e~d 'in said new Paper in- the issu
)-~ 1q.q)-
Aff7iant further says that the said Pens acoia News
-Journal is a newspaper published at Pensa~~Ola, in
said Escambia County, Florida, and that the said
newsnaper has heretafore.been continuously publish-
ed in said . Escambia'Couifty, Florida each day.and
has been entered as second class mail matter at the
-post office in Pensacola, in said Escambia County,
Florida, for a period of one.year next, preceding
the first publication of the.attached cqpy of
advertisement; and aff iant. _further says *that he has',
neither paid nor promised anY person, firm or cor-
poration any discount,rebate, commission or refund
for the purpose of securing this advertisement-for
publication in the.said newspaper.
Sworn to and subscribed before)4- this
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MY ('0vultission Expite; NOV. 21f 19-95
CC463199
N
ORDINANCE
Please be advised that
Proposed Ordinance No.
32-92 was presented to
the C't Council of the
City of
11 ~ensacola for the
first reading on Thurs
da , July 23, 1992' and
wirl be presented ?or fi
nal reading and adoption
on ThursdaX, August 13.
F.
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1992, at M p
a;nmw in the
Council Ch ers on
the First Floor of City
Hall, 180 Governmental
Center, Pensacola, Flor-
ida.
The title of the ordi-
nance is as follows:
An ordinance closing,
abandoning and vacating
ortions of the HilaFy
treet right-of-way in
Pensacola, Escambia
County, State of Florida;
repealing clause and ef-
,fective date.
A copy of the proposed
ordinance may be iii-
sgected by the public in
t t , Clerk's, 4CWe 011
the seventh floor of the
City Hall, 180 Govern-
mental Center, Pensa.
cola, Florida. Interested
parties may appear at
the Council meeting and
be heard with respect to
the proposed ordinance.
If any person decides to
app.~al any decision
made with respect to any
matter considered at this
meeting or public hear-
An such person may
neta to insure that a ver-
batim record of the
ceedings is made, wgirl
record includes the testi-

mony and any evidence upon which the appeal is to be based.
The City of Pensacola adheres to the Americans With Disabilities Act and will make reasonable modifications for access to City services, programs and activities. Please call 435-1600 or T.D,D. #435-1786) ior further information. Requests must be,made at least 48 hours in advarico of the event. in ando al - - -C- , r to low the ity time to provide the requested services.
THE CITY OF PENSACOLA, FLORIDA
By: Shirlej, W. Law
AA/EEO ty Clerk
Legal NO. 41867 IT
Sept. 27, 1992
L

File #: 26-83 Agenda Conference 1/12/2026

DISCUSSION

SPONSOR: Charles Bare, Council Member

SUBJECT:

DISCUSSION - CITY COUNCIL'S ROLE IN SERVING AS THE COMMUNITY REDEVELOPMENT AGENCY (CRA) BOARD

RECOMMENDATION:

That City Council conduct a discussion regarding the Council serving as the CRA Board.

SUMMARY:

On September 25, 1980, City Council adopted Resolution No. 55-80 by which it declared itself the Community Redevelpment Agency as authorized by s. 163.357 Fla Stat (1980) and vested in itself all rights, powers, duties, privileges and Immunities vested in a community redevelopment agency by Part III, Chapter 163, Florida Statutes (the "Redevelopment Act").

This items serves as an opportunity to discuss City Council functioning as the CRA Board, their role and potential other options.

PRIOR ACTION:

September 25, 1980 -- City Council adopted Resolution No. 55-80 -- declaring itself the CRA

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No