



City of Pensacola

Community Redevelopment Agency

Agenda

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

May 11, 2026, 3:30 PM

Hagler-Mason Conference Room, 2nd Floor

The City of Pensacola Community Redevelopment Agency was created by the City Council and is a dependent special district in accordance with the Florida State Statutes Chapter 189 (Resolution No. 55-80 adopted on September 25, 1980; and amended Resolution No. 22-10 adopted on August 19, 2010.)

Immediately following the City Council Agenda Conference starting at 3:30 P.M.

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

CALL MEETING TO ORDER

BOARD MEMBER DISCLOSURE

CHAIRPERSON'S REPORT

ADMINISTRATOR'S COMMUNICATIONS

1. 26-428 UPDATES

Attachments: *None*

APPROVAL OF MINUTES

2. 26-480 CRA MEETING MINUTES - 4/06/2026

Attachments: *CRA MEETING MINUTES - 04/06/2026*

PRESENTATIONS

3. 26-500 VISIT PENSACOLA UPDATE PRESENTATION

Request:

Sponsors: Delarian Wiggins - Chairperson

Attachments: *None*

DISCUSSION ITEMS

4. 26-525 REDEVELOPMENT BOARD UPDATES

Recommendation: N/A

Sponsors: Delarian Wiggins - Chairperson

Attachments: *Urban Core Redevelopment Board Minutes April 21, 2026_Draft*

ACTION ITEMS

5. 26-488 FY2025 COMMUNITY REDEVELOPMENT AGENCY COMPREHENSIVE FINANCIAL REPORT

Recommendation: That the Community Redevelopment Agency (CRA) accept the Community Redevelopment Agency Annual Comprehensive Financial Report for the year ended September 30, 2025, as prepared by the Financial Services Department and the Independent Auditors issued.

Sponsors: Delarian Wiggins - Chairperson

Attachments: *2025 CRA Financial Statements*

6. 26-492 ALICE S WILLIAMS CHILDCARE LEASE AGREEMENT WITH COMMUNITY ACTION PROGRAM COMMITTEE - 1015 N E STREET

Recommendation: That the Community Redevelopment Agency (CRA) recommend that City Council approve the Lease Agreement with Community Action Program Committee, Inc. (CAPC) for 1015 North E Street, Pensacola, Florida, for the operation of a licensed infant childcare program pursuant to Request for Proposals No. 26-004, contingent upon the CRA, through the CRA Administrative Officer, having authority to review and approve any proposed modifications, improvements, or maintenance-related decisions prior to final action by the City (Lessor) and being provided all maintenance records and other pertinent documentation.

Sponsors: Delarian Wiggins - Chairperson

Attachments: *CAPC
RFP-26004
RFP-26004-Addendum
Site Photo
Notice of Intent to Award - RFP 26-004 (1)
Grant Award Agreement
Lease Agreement*

7. 26-464 WAIVER OF DOCKING FEES FOR PLAZA DE LUNA - TALL SHIP ELISSA WSD3050

Recommendation: That the Community Redevelopment Agency (CRA) approve a fee waiver for docking of the Tall Ship ELISSA at Plaza de Luna for May 22, 2026 to

May 25, 2026 in support of the community engagement that will be provided by the ship during its stay.

Sponsors: Delarian Wiggins - Chairperson

Attachments: *CRA Waiver Request - Tall Ship ELISSA 05_2026*
 Berth Application - Tall Ship ELISSA 05_2026
 Cost Estimate - Tall Ship ELISSA 05_2026

8. 26-465 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-16 CRA - RE-APPROPRIATING URBAN CORE AND EASTSIDE CRA UNENCUMBERED CARRYFORWARD ALLOCATIONS

Recommendation: That the Community Redevelopment Agency (CRA) adopt Supplemental Budget Resolution No. 2026-16 CRA:

A RESOLUTION OF THE
PENSACOLA
COMMUNITY
REDEVELOPMENT
AGENCY APPROVING
AND CONFIRMING
REVISIONS AND
APPROPRIATIONS FOR
THE FISCAL YEAR
ENDING SEPTEMBER 30,
2026; PROVIDING FOR AN
EFFECTIVE DATE.

Sponsors: Delarian Wiggins - Chairperson

Attachments: *Supplemental Budget Resolution No. 2026-16 CRA*
 Supplemental Budget Explanation No. 2026-16 CRA
 Draft ERB Minutes - 2/24/26
 ERB Carryforward Recommendations
 Draft WRB Minutes - 3/17/26
 WRB Carryforward Recommendations
 Draft UCRB Minutes - 3/24/26
 UCRB Carryforward Recommendations

9. 26-505 BAYFRONT TRAIL IMPROVEMENT PROJECT - SUPPLEMENTAL LANDSCAPE DESIGN SERVICES

Recommendation: That the Community Redevelopment Agency (CRA) reallocate \$15,000 from the Hashtag/Waterfront Development Project to the Bayfront Trail Improvement Project for supplemental landscape design services.

Sponsors: Delarian Wiggins - Chairperson

Attachments: *Bayfront Trail - Conceptual Landscape Design 08/20/25*

BOARD MEMBERS COMMENTS

OPEN FORUM

ADJOURNMENT

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 850-436-5640 (or TDD 850-435-1666) 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.

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.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-428

Community Redevelopment Agency

5/11/2026

DISCUSSION

SPONSOR: Delarian Wiggins - Chairperson

SUBJECT:

UPDATES

SUMMARY:

Updates to be provided by CRA administration.

PRIOR ACTION:

FUNDING:

Budget: \$ _____

Actual: \$ _____

\$ _____ TOTAL

FINANCIAL IMPACT:

STAFF CONTACT:

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-480

Community Redevelopment Agency

5/11/2026

ACTION ITEM

SUBJECT:

CRA MEETING MINUTES - 4/06/2026

ATTACHMENTS:

1. CRA MEETING MINUTES - 04/06/2026



City of Pensacola

COMMUNITY REDEVELOPMENT

AGENCY

MINUTES

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

April 6, 2026, 3:30 PM Hagler-Mason Conference Room,
2nd Floor

CALL MEETING TO ORDER

The Community Redevelopment Agency (CRA) Board Meeting was called to order by Chairperson Wiggins at 3:42 pm.

Board Members Present: Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton, Jared Moore, Delarian Wiggins, Casey Jones (leaving at 5:07 p.m.)

Board Members Absent: None

Also Present: Mayor D.C. Reeves

BOARD MEMBER DISCLOSURE

CRA Board Members Jones, Patton, and Wiggins disclosed ownership or control of interest directly or indirectly of property in the Community Redevelopment Area.

CHAIRPERSON'S REPORT

None.

ADMINISTRATOR'S COMMUNICATIONS

1. 26-427 UPDATES

Recommendation: N/A

Adrienne Walker, Strategic Initiatives Project Officer, provided an update on the South Palafox Pedestrian Improvements Project. She outlined the sequence of construction, noted the project is approaching its incentivized completion date of May 24, 2026, for Palafox Street, and highlighted the historical significance incorporated into the project.

Ann Teston, Incentives & Land Development Program Manager, provided a brief update on the Hawkshaw Project, stating that the developers are scheduled to meet with the Planning Board to seek final approval of their plans.

APPROVAL OF MINUTES

2. 26-446 CRA MEETING MINUTES - 03/09/2026

Recommendation:

A motion to approve was made by Board Member Brahier and seconded by Board Member Patton.

The motion passed by the following vote:

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

DISCUSSION ITEMS

3. 26-409 BAY CENTER ANALYSIS

Recommendation: N/A

Anna Kate Baygents, Assistant Economic Development Director, provided a brief overview of the item and introduced consultants from WT Partnership, Jose Davila and Sana Dadabhoy, who delivered a presentation on the item.

Mayor Reeves acknowledged the CRA Board's support of the Bay Center analysis and facilitated a discussion regarding potential redevelopment options, including a convention center. Board members raised questions related to feasibility,

infrastructure capacity, financial considerations, market demand, and potential impacts on surrounding areas, and requested additional information to inform future decisions. Consultants indicated the analysis was high-level, noted associated risks, and discussed market conditions, the role of convention centers in supporting surrounding development, and transportation considerations. The Board also discussed coordination with the County and potential next steps following an upcoming joint meeting.

4. 26-423 PROJECT UPDATE ON ALICE S. WILLIAMS CHILDCARE PROJECT (1015 NORTH E ST)

Recommendation: N/A

Ann Teston, Incentives & Land Development Program Manager, and Theresa Cserep, Education and Youth Programs Officer, provided an overview of the item.

Board Member Bare referenced prior discussions regarding leasing the Alice S. Williams building to the Community Action organization and shared information from a meeting with its CEO regarding potential funding sources and upkeep, noting interest in including the organization in future Gibson School redevelopment discussions. Board Member Jones expressed appreciation for the presentation and support for the building's use as a childcare facility before departing the meeting at 5:07 p.m. Chairman Wiggins thanked the mayor and staff for their work and inquired about the anticipated completion date. Ms. Cserep indicated the project is expected to be completed by the end of the month.

5. 26-393 REDEVELOPMENT BOARD UPDATES

Recommendation: N/A

Victoria D'Angelo, CRA Administrative Officer, and Anna Kate Baygents, Assistant Economic Development Director, provided a presentation on the item.

Ms. D'Angelo noted that the Westside and Urban Core Redevelopment Boards were the final boards to meet and presented information on the SunTrail project, carryforward recommendations, and project priorities. Board Member Brahier provided clarification regarding funding associated with the SunTrail project and the ACW site, and, in response to Board Member Patton's request for clarification, Mayor Reeves explained that the mixed-use grocery development streetscape allocation pertained to The Waverly project, which is no longer moving forward.

Ms. D'Angelo requested feedback from CRA members on whether to proceed with the Urban Core Redevelopment Board's carryforward reallocation recommendations to inform a future City Council budget resolution, noting that a vote or consensus would be helpful. Board Member Brahier stated that such items should be presented as formal action items rather than discussion items.

Following further discussion, Chairman Wiggins conducted a straw vote to accept the recommendations of the Urban Core and Westside

Redevelopment Boards provided that staff to bring the item back before the CRA Board for formal consideration and subsequent action by the City Council.

The straw vote passed by the following vote:

Yes: 5 Jennifer Brahier, Allison Patton, Teniade Broughton, Jared Moore,
 Delarian Wiggins
No: 1 Charles Bare

ACTION ITEMS

6. 26-406 PALAFOX PIER FOUNTAIN UPDATE AND REAUTHORIZATION OF FUNDS

Recommendation: That the Community Redevelopment Agency (CRA) authorize \$25,000 of the \$120,000 allocation to be used for the Palafox Pier fountain project.

A motion to approve was made by Board Member Moore and seconded by Board Member Patton.

Victoria D'Angelo, CRA Administrative Officer, provided an overview of the item. Board Member Patton thanked staff and the mayor for their work on this item and addressed the work needing to be done on the fountain.

The motion passed by the following vote:

Yes: 6 Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton,
 Jared Moore, Delarian Wiggins
No: 0 None

7. 26-408 ALCANIZ STREETSCAPE IMPROVEMENTS - GARDEN ST TO BAYFRONT PARKWAY

Recommendation: That the Community Redevelopment Agency (CRA) reallocate \$95,000 from the Palafox Pier Fountain Improvement Project under Hashtag/Waterfront Development to the Alcaniz Streetscape Improvement Project (Garden to Bayfront) as enumerated herein.

A motion to approve was made by Board Member Patton and seconded by Board Member Moore.

Victoria D'Angelo, CRA Administrative Officer, gave an overview of the item. No further discussion ensued.

The motion passed by the following vote:

Yes: 6 Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton,
Jared Moore, Delarian Wiggins

No: 0 None

8. 26-276 WAIVER OF DOCKING FEES FOR PLAZA DE LUNA - USCGC EAGLE WIX-327

Recommendation: That the Community Redevelopment Agency (CRA) approve a fee waiver for docking of the United States Coast Guard Cutter (USCGC) EAGLE at Plaza de Luna for May 22, 2026, to May 25, 2026, in support of the community engagement that will be provided by the ship during its stay.

A motion to approve was made by Board Member Brahier and seconded by Board Member Patton.

Christian Feliberty, Landscape and Asset Project Manager, introduced Capt. Matthew Meilstrup, who provided a brief presentation on the item. Chairman Wiggins noted that the docking of the Coast Guard Eagle coincides perfectly with the unveiling of

the new Palafox Street.

The motion passed by the following vote:

Yes: 6 Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton,
 Jared Moore, Delarian Wiggins
No: 0 None

9. 26-410 WAIVER OF DOCKING FEES FOR PLAZA DE LUNA - USCGC DOLPHIN
- NAYK

Recommendation: That the Community Redevelopment Agency (CRA) approve a fee waiver for docking of the United States Coast Guard Cutter (USCGC) DOLPHIN at Plaza de Luna for May 8, 2026, to May 11, 2026, in support of the community engagement that will be provided by the ship during its stay.

A motion to approve was made by Board Member Moore and seconded by Board Member Brahier.

Christian Feliberty, Landscape and Asset Project Manager, introduced Capt. Matthew Meilstrup, who provided a brief presentation on the item. Capt. Meilstrup noted that tours of the ship are free to the public, highlighted that this would be the first time the ship has visited the area, and anticipated that a few thousand people would tour the ship.

The motion passed by the following vote:

Yes: 6 Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton,
 Jared Moore, Delarian Wiggins
No: 0 None

10. 26-79 APPROVAL OF AFFORDABLE HOUSING SMALL-SCALE RENTAL
DEVELOPMENT PILOT PROGRAM POLICY & SUPPORTING PROGRAM RFQ

Recommendation: That the Community Redevelopment Agency (CRA) approve the Small-Scale Affordable Housing Rental Development [Pilot] Program (RDP) policy. Further, that the CRA authorize staff to publish a Request for Qualifications (RFQ) to establish a continuing services list of financial institutions to provide program development, underwriting, loan administration and servicing and compliance monitoring services for this and other programs, as substantially enumerated herein.

A motion to approve was made by Board Member Brahier and seconded by Board Member Patton.

Hilary Halford, CRA Program Officer, provided a presentation on the item.

Board Member Brahier expressed appreciation for the new program and commended staff for their work. Board Member Moore requested clarification on the board's role in reviewing program districts, and Ms. Halford explained that the review would include financial considerations, unit counts, and potential return on investment, and may include project design elements.

Mayor Reeves noted that the City would assess program interest to ensure effective use of CRA funding, and Board Member Patton expressed appreciation for the consideration of other communities in developing the program. Ms. Halford added that several applicants may qualify for the legacy portion of the program and that the program could inform updates to the Residential Property Improvement Program (RPIP).

The motion passed by the following vote:

Yes: 6 Jennifer Brahier, Allison Patton, Charles Bare, Teniade Broughton,
 Jared Moore, Delarian Wiggins
No: 0 None

PRESENTATIONS

None.

BOARD MEMBER COMMENTS

None.

OPEN FORUM

None.

ADJOURNMENT

5:45 p.m.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-500

Community Redevelopment Agency

5/11/2026

PRESENTATION

SPONSOR: Delarian Wiggins - Chairperson

SUBJECT:

VISIT PENSACOLA UPDATE PRESENTATION

REQUEST:

SUMMARY:

Visit Pensacola will make a presentation to the Community Redevelopment Agency to provide an update and overview of activity.

PRIOR ACTION:

NA

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins, Jr., Associate City Administrator
Anna Kate Baygents, Asst. Economic Development Director
Victoria D'Angelo, CRA Administrative Officer

ATTACHMENTS:

None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-525

Community Redevelopment Agency

5/11/2026

DISCUSSION

SPONSOR: Delarian Wiggins - Chairperson

SUBJECT:

REDEVELOPMENT BOARD UPDATES

SUMMARY:

Input provided by the Urban Core, Westside and Eastside Redevelopment Boards, shall be relayed to the CRA Board during their routine meetings or special meetings where appropriate. This process, in accordance with Ordinance No. 08-20, Urban Core Redevelopment Board and Ordinance No. 33-14, Westside Community Redevelopment Board, as amended, ensures that CRA receives timely input and can act on recommendations that support the goals of the redevelopment areas. Although Ordinance No. 09-13, Eastside Community Redevelopment Board, has not yet been amended, updates will be provided regularly for alignment.

Find the draft of the most recent board meeting minutes attached for review.

PRIOR ACTION:

November 14, 2013 - City Council adopted Ordinance No. 09-13, amending Ordinance No. 16-05, providing for the funding of the Eastside Neighborhood Redevelopment Trust Fund and establishing an Eastside Redevelopment Board.

September 11, 2014 - City Council adopted Ordinance No. 33-14, creating the Westside Redevelopment Board.

February 27, 2020 - City Council adopted Ordinance No. 08-20, establishing the Urban Core Redevelopment Board.

October 24, 2024 - City Council approved / adopted the Handbook for Appointed Boards, Commissions and Authorities.

December 11, 2025 - City Council approved Proposed Ordinance No. 25-25, amending Ordinance 33-14, Westside Community Redevelopment Board, and Proposed Ordinance No. 27-25, amending Ordinance 08-20, Urban Core Redevelopment Board, on first reading.

January 12, 2026 - City Council adopted Ordinance No. 25-25, amending Ordinance 33-14,

Westside Community Redevelopment Board, and Ordinance No. 27-25, amending Ordinance 08-20, Urban Core Redevelopment Board, on second reading.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins Jr., Associate City Administrator for Strategic Initiatives
Anna Kate Baygents, Economic Development Assistant Director
Hilary Halford, CRA Programs Officer

ATTACHMENTS:

1. Urban Core Redevelopment Board Minutes April 21, 2026_Draft

PRESENTATION: No



City of Pensacola

URBAN CORE REDEVELOPMENT BOARD

MINUTES

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

April 21, 2026

3:30 PM

Hagler-Mason, 2nd Floor

CALL TO ORDER

The Urban Core Redevelopment Board (UCRB) meeting was called to order by Chairperson Satterwhite at 3:33 P.M.

ADMINISTRATION OF OATH

Assistant City Clerk Robyn Tyce administered the oath of office and swore in Micheal Carro, Shirley Kirchharr Cronley, Jean Pierre NDione, Sarah Smith, Eddie Todd, and Linda Webb.

ROLL CALL/DETERMINATION OF QUORUM

Members Present: Christopher Satterwhite, Eddie Todd, Linda Webb, Shirley Kirchharr Cronley, Michelle MacNeil, Michael Carro, Sarah Smith, Jean Pierre NDione, Kelly Wieczorek (Arrived at 3:38 P.M.)

Members Absent: Ex-Officio Jared Moore

Quorum was present

APPROVAL OF MINUTES

1. 26-462 UCRB MEETING MINUTES 03/24/2026

A motion to approve was made by Board Member MacNeil and seconded by Vice-Chairperson Carro.

The motion passed by the following vote:

Yes: 8 Christopher Satterwhite, Eddie Todd, Linda Webb, Shirley Kirchharr Cronley, Michelle MacNeil, Michael Carro, Sarah Smith, Jean Pierre

NDione
No: 0 None

(Board Member Wieczorek not present)

PRESENTATIONS

None

ACTION ITEMS

None

ADMINISTRATOR'S COMMUNICATIONS

Hilary Halford, CRA Programs Officer, brought to the board's attention a proposed change to the scheduled July 21 meeting date, suggesting it be moved to June. The reason for this request is that the CRA Board has a budget workshop scheduled, and there is a desire to review and discuss the budget with this board again beforehand.

Two alternative dates were proposed: June 2 or June 23. Hilary requested a straw vote. The majority voted in favor of June 23.

DISCUSSION ITEMS

2. 26-484 PROJECT LIST AND IMPLEMENTATION PLAN UPDATE

Hilary Halford, CRA Programs Officer, introduced the agenda item. Ann Teston, Incentives and Land Development Program Manager, provided an update on affordable housing initiatives, including the sale of 113 N. Spring Street. Amanda Childers, CRA Program Coordinator, presented a status update on the Residential Property Improvement and Resiliency Program.

Hilary Halford also discussed the Small-Scale Rental Development Program and upcoming changes to the Residential Property Improvement and Resiliency Program policies and guidelines. She requested the board's input and direction regarding the development of a low-barrier shelter. Chairperson Satterwhite described an overnight housing model with fewer entry restrictions, similar to the Washburn Center. Halford clarified that the CRA can support bricks-and-mortar development but cannot provide services, and she requested input on potential

service providers. Chairperson Satterwhite agreed to provide recommendations. Vice-Chairperson Carro emphasized focusing on the facility's physical components, suggesting an industrial-style structure providing basic needs such as showers, beds, and meals. Chairperson Satterwhite also recommended reviewing a report prepared by Grace Marketplace.

Halford requested the board's input regarding Bruce Beach Phase 3. The board discussed concepts for a Cultural Center, including ideas similar to the Voice of Pensacola Multicultural Center, with potential uses such as event space, training areas, and an outdoor walkthrough museum. Chairperson Satterwhite requested a broader meeting with community members and local historians to gather additional input.

Shirley Baylis, CRA Program Manager, reviewed the updated map and new brochure for the Commercial Improvement Program and discussed challenges associated with the required twenty-percent match. Assistant Economic Development Director Anna Kate Baygents spoke to this and offered to distribute the brochures to the board via email.

Hilary Halford inquired about the board's potential alignment with the Westside Redevelopment Board's proposal to enhance sidewalks, crossings, and lighting from Garden Street to Main Street as part of the A Street project. The board expressed support for this request.

BOARD MEMBER COMMENTS

Current board members welcomed the new board members.

OPEN FORUM

None

ADJOURNMENT

4:07 P.M.

Memorandum

File #: 26-488

Community Redevelopment Agency

5/11/2026

ACTION ITEM**SPONSOR:** Delarian Wiggins - Chairperson**SUBJECT:**FY2025 COMMUNITY REDEVELOPMENT AGENCY COMPREHENSIVE FINANCIAL
REPORT**RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) accept the Community Redevelopment Agency Annual Comprehensive Financial Report for the year ended September 30, 2025, as prepared by the Financial Services Department and the Independent Auditors issued.

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan, but is a necessary function of community redevelopment agencies (CRAs).

At the end of each fiscal year, the City's Financial Services Department prepares an Annual Comprehensive Financial Report on behalf of the City of Pensacola Community Redevelopment Agency, as required by Section 11.45 and 163.387(8) of the Florida Statutes. The auditors issued an unqualified opinion, which is the highest level of assurance that the financial statements are fairly represented in the attached document.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator

Clifford Collins, Jr., Associate City Administrator

Amy Lovoy, Finance Director

Anna Kate Baygents, Asst. Economic Development Director

Victoria D'Angelo, CRA Administrative Officer

Lakia McNeal, Accounting Services Manager

ATTACHMENTS:

1. 2025 CRA Financial Statements

PRESENTATION: No

FISCAL YEAR 2025

City of Pensacola Community Redevelopment Agency
(A Component Unit of the City of Pensacola, Florida)

Audited Financial Statements

For the Year Ending September 30, 2025



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



**CITY OF PENSACOLA
COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)**

**AUDITED FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2025**

**CITY OF PENSACOLA
COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)**

AUDITED FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2025



**Prepared by:
Financial Services Department**

**Amy Lovoy
Finance Director**

**ACCOUNTING STAFF
Lakia McNeal, CPA
Alicia Pettus**

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)

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CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)

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INDEPENDENT AUDITORS' REPORT



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INDEPENDENT AUDITORS' REPORT

Board Members
Community Redevelopment Agency
City of Pensacola, Florida

Report on Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the City of Pensacola Community Redevelopment Agency (the "Agency"), a component unit of the City of Pensacola, as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Agency as of September 30, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Agency and to meet our ethical responsibilities, in accordance with the relevant ethical requirements relation to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information

The budgetary comparison schedule for the debt service fund is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated March 9, 2026, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Agency's internal control over financial reporting and compliance.

Warren Averett, LLC

Pensacola, Florida

March 9, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

Management's Discussion and Analysis

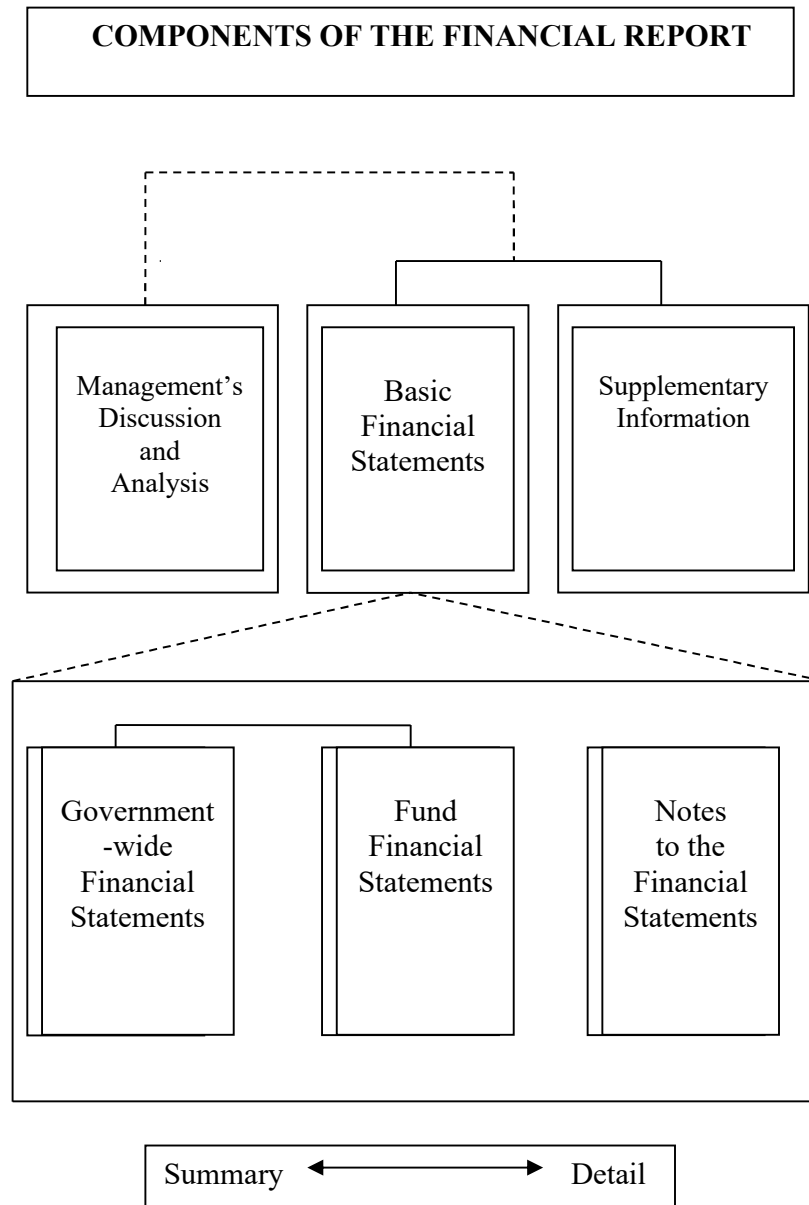
The Management's Discussion and Analysis ("MD&A") of the City of Pensacola Community Redevelopment Agency (the "Agency") is designed to provide the reader a narrative overview of the Agency's financial activity for the fiscal year ended September 30, 2025. Specifically, this information is designed to assist the reader in focusing on significant financial issues, provide an overview of the Agency's financial activity and identify any changes in the Agency's financial position. This MD&A should be read in conjunction with the financial statements and notes.

Financial Highlights

- As shown on the Statement of Net Position, the Agency's liabilities and deferred inflows of resources exceeded its assets (net position) as of September 30, 2025 by \$42,527,334. The negative net position is a result of the various interlocal agreements whereby the Agency has pledged Tax Increment Revenues to repay long-term obligations which do not result in an asset for the Agency. These obligations included notes payable of \$60,741,587 and due to other governments of \$2,600,000. The Agency projects sufficient future Tax Increment Revenues to repay such obligations in full before the sunset of the Community Redevelopment Areas. Until then these obligations will continue to negatively impact unrestricted net position for future periods until all obligations have been paid in full.
- As shown on the Statement of Activities, the Agency's negative net position of \$42,527,334 improved by \$8,542,635 (16%) over the fiscal year 2024 negative net position of \$51,069,969. The primary reason for the increase in net position was related to a \$2,062,981 reduction in long term obligations as a result of annual payments and an increase of \$1,706,991 in community redevelopment tax increment revenues.
- As shown on the Balance Sheet, the Agency's assets exceeded its liabilities (fund balance) as of September 30, 2025, by \$22,058,800. Of the \$22,058,800 in fund balance, \$5,214 is related to prepaid insurance cost and therefore is considered non-spendable, \$17,755,450 is restricted to be spent on community redevelopment projects due to enabling legislation and \$4,298,136 is committed to be spent on community redevelopment projects due to Agency action. For an explanation on the fund balance restrictions, refer to the Fund Balance section of Notes.
- As shown on the Statement of Revenues, Expenditures, and Changes in Fund Balances, the Agency's fund balance of \$22,058,799 increased by \$5,127,656 (30%) over the fiscal year 2024 fund balance of \$16,931,143. Total revenues increased by \$1,763,453 over the prior fiscal year. Tax Increment Revenues increased by \$1,706,991 due to increased property values. Agency fund expenditures and other financing uses decreased over the prior fiscal year by \$1,429,969 mainly due to fewer completion of community redevelopment projects. For a detailed explanation of these fluxes by fund refer to the Government-Wide Financial Analysis section of Management's Discussion and Analysis.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Agency's basic financial statements. These statements have three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements. Following is a chart that illustrates the components of the report.



Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the Agency's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information on all the Agency's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. This statement combines and consolidates governmental funds current financial resources (short-term spendable resources) with capital assets and long-term obligations. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the Agency is improving or deteriorating.

The *statement of activities* presents information showing how the Agency's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of the related cash flows*. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal years (e.g., revenue in connection with receivables which are not considered available to liquidate liabilities of the current period).

Both the government-wide financial statements distinguish functions of the Agency that are principally supported by tax increment revenues (intergovernmental revenues). The governmental activities of the Agency include general government and community development. The Agency has no business-type activities.

Fund Financial Statements

A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The Agency, like other state and local governments, uses fund accounting to ensure and demonstrate legal compliance with finance-related legal requirements. The Agency utilizes four special revenue funds and one debt service fund. Monies from each of the special revenue funds are transferred as needed, based upon the bond covenants, to the debt service fund.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Since the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. This allows readers to better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund

statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Governmental fund information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the Community Redevelopment Agency Fund, Urban Core Redevelopment Trust Fund, Eastside Tax Increment Financing District Fund, Westside Tax Increment Financing District Fund and CRA Debt Service Fund, all of which are considered to be major funds.

Notes to the Financial Statements

The notes to the financial statements provide additional information that is essential to gain a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found after the financial statements of this report.

Other information

This report additionally includes Required Supplementary Information (RSI) containing budgetary comparisons schedules of the Agency's Community Redevelopment Agency Fund, Eastside Tax Increment Financing District Fund and Westside Tax Increment Financing District Fund. It is useful to compare the information and amounts presented for governmental funds with its corresponding budget to ensure compliance with the budget and provide an analysis of significant budgetary variances. Other Supplementary Information (OSI) contains budgetary comparisons schedules of the Agency's debt service funds.

Government-Wide Financial Analysis

The Agency adopted the government-wide financial statement presentation. This reporting structure and measurement focus using accrual accounting for all of the government's activities was mandated by the Government Accounting Standards Board (GASB) in Statement No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*.

The following pages include a summary version of the Statement of Net Position and Statement of Changes in Net Position as reported in the basic financial statements section for the fiscal years ended September 30, 2024 and 2025. Over time, the Agency's net position and changes thereof may serve as a useful indicator of the Agency's financial position.

Any debt issued to finance capital at the request of the Agency, for use in accordance with the redevelopment plan, is issued by the City of Pensacola, Florida ("City"). Capital assets acquired with debt proceeds are contributed to the City. Therefore, any outstanding debt issued to finance such capital will have a negative effect on the Agency's net position until such debt is paid off.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola)
Summary Statement of Net Position
As of September 30,

	Governmental Activities	
	<u>2025</u>	<u>2024</u>
Current and other assets	\$ 22,460,498	\$ 17,251,814
Total assets	<u>22,460,498</u>	<u>17,251,814</u>
Current and other liabilities	4,800,572	4,696,930
Noncurrent liabilities	<u>59,920,686</u>	<u>63,341,587</u>
Total liabilities	<u>64,721,258</u>	<u>68,038,517</u>
Total deferred inflows of resources	<u>266,574</u>	<u>283,266</u>
Net position:		
Restricted	22,058,800	16,931,143
Unrestricted	<u>(64,586,134)</u>	<u>(68,001,112)</u>
Total net position	<u>\$ (42,527,334)</u>	<u>\$ (51,069,969)</u>

The Agency's total net position increased by \$8.5 million. The increase in assets is a result of increased cash and investments while the decrease in liabilities is a result of decreases in debt service obligations and due to other governments.

Restricted net position are resources subject to external restriction on how they may be used. Such restrictions could include reserves for debt service or community redevelopment projects. Any residual resources flow to unrestricted net position. Unrestricted net position for governmental activities is negative as a result of the various interlocal agreements whereby the Agency has pledged Tax Increment Revenues to repay long-term obligations which do not result in an asset for the Agency. The Agency projects sufficient future Tax Increment Revenues to repay such obligations in full before the sunset of the Community Redevelopment Areas. These obligations will continue to negatively impact unrestricted net position for future periods until all obligations have been paid in full. These obligations include the Agency's long-term contribution to the Emerald Coast Utilities Authority and the Agency's various Notes Payable. Detailed information on these obligations can be found in Notes to the Financial Statements; Note III.D and Note IV.B.

The Statement of Activities as presented on the following page shows changes in the Agency's net position for fiscal years ended September 30, 2025, and 2024. All changes in the net position are reported as soon as the underlying event giving rise to change occurs, regardless of the timing of the related cash flows. Revenues and expenses are reported in this statement, for some items that will result in cash flows in future fiscal periods.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola)
Summary Statement of Changes in Net Position
Year Ended September 30,

	Activities	
	2025	2024
Revenues:		
Program revenues:		
Charges for services	\$ 60,173	\$ 19,645
General revenues:		
Tax increment revenues	14,650,627	12,943,636
Investment earnings	883,223	784,139
Other	16,850	100,000
Total revenues	<u>15,610,873</u>	<u>13,847,420</u>
Expenses:		
General government	5,060,770	6,479,966
Interest on long-term debt	<u>2,007,468</u>	<u>2,074,549</u>
Total expenses	<u>7,068,238</u>	<u>8,554,515</u>
Change in Net Position	<u>8,542,635</u>	<u>5,292,905</u>
Net position at beginning of year	<u>(51,069,969)</u>	<u>(56,362,874)</u>
Net position at end of year	<u><u>\$ (42,527,334)</u></u>	<u><u>\$ (51,069,969)</u></u>

The Agency's change in net position of \$8,542,635 over the prior fiscal year is primarily reason related to a revenue increase of \$1,763,453 and expense decrease of \$1,486,277 over the prior fiscal year. Tax Increment Revenues increased by \$1,706,991 and due to increased property values. Expenditures decrease were related to the ongoing Agency's projects.

Financial Analysis of the Agency's Funds

The Agency uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental funds. The focus of the Agency's governmental funds is to provide information on near-term inflows, outflows and balances of expendable resources. Such information is useful in assessing the Agency's financing requirements. In particular, the ability for the Agency to meet current operating needs. As of September 30, 2025, the Agency's governmental funds reported combined fund balances of \$22,058,800, an increase of \$5,127,656 (30%) over the prior fiscal year total of \$16,931,143.

Below is a comparative chart of revenues verses expenditures for the Agency's funds; Community Redevelopment Agency Fund (CRA Fund), Eastside Tax Increment Financing District Fund (Eastside Fund), Westside Tax Increment Financing District Fund (Westside Fund) and CRA Debt Service Fund.

	CRA Fund		Eastside Fund		Westside Fund		CRA Debt Service Fund
Fiscal Year 2025							
Revenues and other sources	\$	12,388,159	\$	595,925	\$	2,517,541	\$ 4,036,260
Expenditures and other outlays		(8,386,307)		(543,641)		(1,372,834)	(4,107,447)
Increase (decrease) in fund balance	\$	<u>4,001,852</u>	\$	<u>52,284</u>	\$	<u>1,144,707</u>	\$ <u>(71,187)</u>
Fiscal Year 2024							
Revenues and other sources	\$	10,892,341	\$	506,915	\$	2,341,786	\$ 4,168,535
Expenditures and other outlays		(9,200,038)		(563,412)		(2,093,673)	(4,118,220)
Increase (decrease) in fund balance	\$	<u>1,692,303</u>	\$	<u>(56,497)</u>	\$	<u>248,113</u>	\$ <u>50,315</u>

The Community Redevelopment Agency Fund was created to account for the development projects in the Urban Core Community Redevelopment Area as well as administrative cost associated with running the program. The Community Redevelopment Agency had a total fund balance at fiscal year-end of \$13,432,471, an increase of \$4,001,852. All funds are restricted to be spent on CRA operations, community development projects in the Urban Core CRA district and repayment of debt. The increase in revenues of 1,495,818 is primarily due to increase in tax increment revenues. The expenditures decreased by \$813,731 due to community redevelopment projects.

The Eastside Tax Increment Financing District Fund was created to account for the tax increment receipts and development projects in the Urban Infill and Redevelopment Area as well as administrative cost associated with running the program. The Eastside Tax Increment Financing District Fund had a total fund balance at fiscal year end of \$825,511 an increase of \$52,284. All funds are restricted to be spent on operations, community development projects and repayment of debt in the Eastside CRA district. The increase in revenues over the prior fiscal year is due to increased property values.

The Westside Tax Increment Financing District Fund was created to account for the tax increment receipts and development projects in the Urban Infill and Redevelopment Area as well as administrative cost associated with running the program. The Westside Tax Increment Financing District Fund had a total fund balance at fiscal year-end of \$3,703,469 an increase of \$1,144,707. All funds are restricted to be spent on operations, community development projects and repayment of debt in the Westside CRA district. The increase in revenues over the prior fiscal year is due to increased property values. The expenditures decrease of \$720,839 is related to a decrease in the completion of façade grants and acquisition and redevelopment projects.

The CRA Debt Service Fund had a total fund balance at fiscal year-end of \$4,097,348 which is restricted for debt service payments on the Eastside Redevelopment Revenue Bond, Series 2017, Westside Redevelopment Revenue Bond, Series 2017, Urban Core Redevelopment Revenue Bond, Series 2017 and Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019. The fund balance decrease of \$71,187 is related to an increase in the debt service payments on all of the outstanding CRA debt.

Agency Budgetary Highlights

Agency bylaws state that unless expressly provided otherwise by law or action of the Agency, ordinances, policies and rules of procedure for the City of Pensacola shall apply to the Agency. As part of the City's budget procedures, budget is controlled within each fund at the line item. As long as the total appropriations of the fund are not changed, amounts may be transferred between line items within a fund, provided no transfer shall be made contrary to Florida Statute. In order to be compliant with Florida Statutes, any budget transfer that changes the total appropriations of the fund requires Agency and City action through a budget resolution or amendment.

The final appropriations in the Community Redevelopment Agency Fund as compared with the original budget increased by \$9,430,621 in fiscal year 2025. The primary reason for the increase relates to carryforwards from the prior fiscal year budget to cover open encumbrances and projects.

The final appropriations in the Eastside Tax Increment Financing District Fund as compared with the original budget increased by \$773,226 in fiscal year 2025. The primary reason for the increase relates to carryforwards from the prior fiscal year budget to cover open encumbrances and projects.

The final appropriations in the Westside Tax Increment Financing District Fund as compared with the original budget increased by \$2,561,761 in fiscal year 2025. The primary reason for the increase relates to carryforwards from the prior fiscal year budget to cover open encumbrances and projects.

Long-term Debt

As of September 30, 2025, the Agency had total bonded debt of \$60,741,587 million a reduction of \$2,062,981 from the prior fiscal year. The decrease in long-term debt is a result of scheduled principal payments. Total bonded debt includes:

	Governmental Funds	
	2025	2024
Eastside Redevelopment Revenue Bond, Series 2017	\$ 873,000	\$ 931,000
Westside Redevelopment Revenue Bond, Series 2017	2,727,000	2,910,000
Urban Core Redevelopment Revenue Bond, Series 2017	6,845,000	7,000,000
Urban Core Redevelopment Revenue Bond, Series 2019	50,296,587	51,963,568
Total	\$ 60,741,587	\$ 62,804,568

As of September 30, 2025, the only bonded debt the Agency had outstanding were bank issued. Therefore, there will not be any ratings on these issues unless the City specifically request a review by one of the rating agencies. Additional detail about long-term debt can be found in the Notes to the Financial Statements; Note III, Long-term liabilities.

Economic Factors and Next Year's Budgets and Rates

The Agency primarily relies on TIF revenues to assist with the operations of the Agency. Based on estimated property valuations, the Agency's budget for fiscal year 2026 versus the fiscal year 2025 beginning budget includes an increase in Tax Increment Financing ("TIF") revenues of 2% in the Urban Core Tax Increment Financing District, 13% in the Eastside Tax Increment Financing District and a 10% increase in the Westside Tax Increment Financing District. Focus will continue to be placed on redevelopment programs and projects which include affordable housing, complete streets, parks and public space projects and residential and commercial property improvement programs. For fiscal year 2026, the following table shows the composition of the total budgeted expenditures:

	<u>Urban Core</u>	<u>Eastside</u>	<u>Westside</u>	<u>Total</u>
Core operations	\$ 3,318,900	\$ 191,100	\$ 564,200	\$ 4,074,200
Development programs and projects	3,460,500	352,900	1,770,100	5,583,500
Debt service payments and reserves	<u>5,282,900</u>	<u>89,100</u>	<u>279,900</u>	<u>5,651,900</u>
Total Expenditures	<u>\$ 12,062,300</u>	<u>\$ 633,100</u>	<u>\$ 2,614,200</u>	<u>\$ 15,309,600</u>

Request for Information

This financial report is designed to provide a general overview of the Agency's finances for all those with an interest in the Agency's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, PO Box 12910, Pensacola, Florida 32521. The City of Pensacola's website address is www.cityofpensacola.com.

FINANCIAL STATEMENT

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

	Governmental Activities
ASSETS	
Current assets	
Cash and cash equivalents	\$ 8,875,161
Investments	8,437,514
Accounts Receivables (net of allowances)	10,269
Prepays and deposits	5,214
Restricted assets	
Restricted cash and cash equivalents	2,631,040
Investments	2,501,300
Total assets	<u>22,460,498</u>
LIABILITIES	
Current liabilities	
Accounts payable	\$ 294,788
Contracts payable	34,849
Contracts payable - retainage	
Due to other funds	60,811
Compensated absences payable	
Deposits	1,000
Payable from restricted assets	
Due to other governments	1,300,000
Notes payable	2,120,901
Accrued interest payable	988,223
Total current liabilities	<u>4,800,572</u>
Noncurrent liabilities	
Due to other governments	1,300,000
Notes payable	58,620,686
Total noncurrent liabilities	<u>59,920,686</u>
Total liabilities	<u>64,721,258</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred gain on early retirement	256,324
Unavailable revenue	10,250
Total deferred inflows of resources	<u>266,574</u>
NET POSITION	
Restricted for	
Debt service	4,097,348
Community redevelopment	17,961,452
Unrestricted (deficit)	<u>(64,586,134)</u>
Total net position (deficit)	<u><u>\$ (42,527,334)</u></u>

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Function/Programs	Expenses	Program Revenues Charges for Services	Net (Expenses) Revenue and Changes in Net Position
Governmental activities:			
General government	\$ 5,060,770	\$ 60,173	\$ (5,000,597)
Interest on long-term debt	2,007,468		(2,007,468)
Total governmental activities	<u>7,068,238</u>	<u>60,173</u>	<u>(7,008,065)</u>
General revenues:			
Tax increment revenues			14,650,627
Interest earnings			883,223
Miscellaneous			<u>16,850</u>
Total general revenues			<u>15,550,700</u>
Change in net position			<u>8,542,635</u>
Net position at beginning of year			<u>(51,069,969)</u>
Net position September 30, 2025			<u>\$ (42,527,334)</u>

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	<u>Community Redevelopment Agency</u>	<u>Eastside Tax Increment Financing District</u>	<u>Westside Tax Increment Financing District</u>
ASSETS			
Cash and cash equivalents	\$ 6,447,504	\$ 431,029	\$ 1,996,628
Investments	6,129,569	409,774	1,898,171
Accounts receivable	10,269		
Prepays and deposits	5,214		
Restricted assets			
Cash and cash equivalents	530,578		
Investments	504,414		
Total assets	<u>\$ 13,627,548</u>	<u>\$ 840,803</u>	<u>\$ 3,894,799</u>
LIABILITIES			
Accounts payable	\$ 94,522	\$ 13,110	\$ 187,156
Contracts payable	34,849		
Due to other funds	54,456	2,181	4,174
Deposits	1,000		
Total liabilities	<u>184,827</u>	<u>15,291</u>	<u>191,330</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	10,250		
Total deferred inflows of resources	<u>10,250</u>	<u>0</u>	<u>0</u>
FUND BALANCE			
Non-spendable	5,214		
Restricted	9,129,121	825,512	3,703,469
Assigned	4,298,136		
Total fund balances	<u>13,432,471</u>	<u>825,512</u>	<u>3,703,469</u>
Total liabilities and fund balances	<u>\$ 13,627,548</u>	<u>\$ 840,803</u>	<u>\$ 3,894,799</u>

(continued)

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	CRA Debt Service Fund	Total Governmental Funds
ASSETS		
Cash and cash equivalents	\$	\$ 8,875,161
Investments		8,437,514
Accounts receivable		10,269
Prepays and deposits		5,214
Restricted assets		
Cash and cash equivalents	2,100,462	2,631,040
Investments	1,996,886	2,501,300
Total assets	\$ 4,097,348	\$ 22,460,498
LIABILITIES		
Accounts payable	\$	\$ 294,788
Contracts payable		34,849
Due to other funds		60,811
Deposits		1,000
Total liabilities	0	391,448
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue		10,250
Total deferred inflows of resources	0	10,250
FUND BALANCE		
Non-spendable		5,214
Restricted	4,097,348	17,755,450
Assigned		4,298,136
Total fund balances	4,097,348	22,058,800
Total liabilities and fund balances	\$ 4,097,348	\$ 22,460,498

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

Ending fund balance - governmental funds	\$	22,058,800
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Amounts reported in the governmental activities in the Statement
of Net Position are different because:

Long-term liabilities are not due and payable in the current
period and therefore are not reported in the governmental funds.

Notes payable	(60,741,587)	
Deferred gain on refunding	(256,324)	
Due to other governments	(2,600,000)	
Accrued interest payable	(988,223)	<u>(64,586,134)</u>
Net Position (deficit)	\$	<u><u>(42,527,334)</u></u>

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	<u>Community Redevelopment Agency</u>	<u>Eastside Tax Increment Financing District</u>	<u>Westside Tax Increment Financing District</u>
Revenues:			
Tax increment revenues	\$ 11,728,756	\$ 559,841	\$ 2,362,030
Charges for services	60,173		
Interest earnings	582,380	36,084	155,511
Other	16,850		
Total revenues	<u>12,388,159</u>	<u>595,925</u>	<u>2,517,541</u>
Expenditures:			
Current -			
General government	4,812,589	443,331	1,104,850
Debt service -			
Principal retirement			
Interest		15,000	
Total expenditures	<u>4,812,589</u>	<u>458,331</u>	<u>1,104,850</u>
Excess (deficiency) of revenues over (under) expenditures	<u>7,575,570</u>	<u>137,594</u>	<u>1,412,691</u>
Other financing sources (uses):			
Transfers in			
Transfers (out)	(3,573,718)	(85,310)	(267,984)
Total other financing sources (uses)	<u>(3,573,718)</u>	<u>(85,310)</u>	<u>(267,984)</u>
Net Change in fund balances	<u>4,001,852</u>	<u>52,284</u>	<u>1,144,707</u>
Fund balances at beginning of year	<u>9,430,619</u>	<u>773,227</u>	<u>2,558,762</u>
Fund balances at end of year	<u>\$ 13,432,471</u>	<u>\$ 825,511</u>	<u>\$ 3,703,469</u>
			(continued)

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	CRA Debt Service Fund	Total Governmental Funds
Revenues:		
Tax increment revenues	\$	\$ 14,650,627
Charges for services		60,173
Interest earnings	109,248	883,223
Other		16,850
Total revenues	<u>109,248</u>	<u>15,610,873</u>
Expenditures:		
Current -		
General government		6,360,770
Debt service -		
Principal retirement	2,062,981	2,062,981
Interest	<u>2,044,466</u>	<u>2,059,466</u>
Total expenditures	<u>4,107,447</u>	<u>10,483,217</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(3,998,199)</u>	<u>5,127,656</u>
Other financing sources (uses):		
Transfers in	3,927,012	3,927,012
Transfers (out)		<u>(3,927,012)</u>
Total other financing sources (uses)	<u>3,927,012</u>	<u>0</u>
Net Change in fund balances	<u>(71,187)</u>	<u>5,127,656</u>
Fund balances at beginning of year	<u>4,168,535</u>	<u>16,931,143</u>
Fund balances at end of year	<u>\$ 4,097,348</u>	<u>\$ 22,058,799</u>

The accompanying notes are an integral part of these financial statements.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Net change in fund balances - total governmental funds	\$ 5,127,656
Amounts reported for governmental activities in the statement of activities are different because:	
Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.	2,062,981
Repayment of long-term amounts due to other governments are expenditures in the governmental funds, but the repayment reduces the liability in the statement of net position.	1,300,000
Accrued interest expense, reported in the statement of activities, does not require the use of current financial resources in governmental funds.	<u>51,998</u>
Change in net position of governmental activities	\$ <u><u>8,542,635</u></u>

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENT

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of the City of Pensacola Community Redevelopment Agency (Agency) is presented to assist the reader in interpreting the basic financial statements. The policies are considered essential and should, therefore, be read in conjunction with the basic financial statements.

The accompanying financial statements have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. Statements and Interpretations of the GASB have been applied in the preparation of these financial statements.

A. Reporting Entity

Community Redevelopment Agencies (CRA) are a common governmental tool for redevelopment in the State of Florida and operate on a budget generated by an increase in property taxes within a defined area. Once a CRA is established, an amount equal to a percentage of the increase in property taxes goes to the CRA. This tax increment is used to finance the redevelopment projects and administration of the Agency outlined in the Community Redevelopment Plan. The principal purpose of the Agency, as defined by Florida Statute, is to eliminate and prevent blight, rehabilitate and conserve the redevelopment areas, preserve or enhance the tax base, create affordable housing, reduce crime, and to prepare and administer the City's adopted community redevelopment plans.

On September 25, 1980, the City Council made the determination that a blighted area existed in the City, and that there was a need for a redevelopment agency to implement the revitalization of this blighted area. Therefore, Resolution No. 54-80 created the Pensacola Inner City Community Redevelopment Area (reaffirmed by Resolution No. 65-81) and based on this determination, the City Council declared itself the Community Redevelopment Agency (Agency) pursuant to the provisions of Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"). This action, adopted by Resolution No. 55-80, reaffirmed by Resolution No. 65-81 and amended by Resolution 22-10, also outlined the rights, powers, duties, privileges and immunities invested in the Agency. The Agency exists until dissolved by action of the City Council. The City Council selects a chair and a vice-chair from the seven-members of the Agency and approves the annual operating budget. The Agency is considered a blended component unit since the Agency and City have the same governing body and management of the primary government has operational responsibility for the Agency. The Agency is reported as a special revenue fund within the City of Pensacola's Annual Comprehensive Financial Report. Florida Statute Section 163.387(8) requires an independent audit of the fund each fiscal year, and submission of a report of such audit.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Pensacola Inner City Community Redevelopment Area is a 1,237-block, 4,611-acre area that encompasses the area bounded by 17th Avenue on the east, Pensacola Bay on the south, Bayou Chico and the City limit line on the west and the city limit line on the north. It accounts for about 31.8% of the City's total land area. Within the Pensacola Inner City Community Redevelopment Area, there exists three Redevelopment Areas. The Urban Core Community Redevelopment Area; the Westside Community Redevelopment Area; and the Urban Infill and Redevelopment Area which is also referred to herein as the Eastside Neighborhood Redevelopment Area.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) are designed to provide readers with a broad overview of the Agency's finances in a manner similar to a private-sector business.

The statement of net position presents financial information on all the Agency's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. This statement combines and consolidates governmental funds current financial resources (short-term spendable resources) and long-term obligations. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the Agency is improving or deteriorating.

The statement of activities presents information showing how the Agency's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal years (e.g., earned but unused vacation leave and revenue in connection with receivables which are not considered available to liquidate liabilities of the current period).

Individual fund financial statements are provided for governmental funds which are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Basis of Accounting, Measurement Focus and Financial Presentation

The basis of accounting refers to when revenues, expenditures/expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Amounts reported as program revenues include 1) charges to customers for goods, services, or privileges provided, and fines and forfeitures, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Those revenues not clearly defined as program revenues are categorized as general revenue. General revenues include resources such as tax increment revenues, investment earnings, and sale of assets. As a general rule, the effect of interfund activity is eliminated from the government-wide financial statements.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are considered to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Tax increment revenues, charges for services, and investment earnings associated with the current fiscal period are all considered to be susceptible to accrual and therefore have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received.

The Agency reports the following major governmental funds:

Community Redevelopment Agency - to administer the programs and projects identified in Urban Core Community Redevelopment Area.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Eastside Tax Increment Financing District - to administer and account for the tax increment revenues associated with programs and projects identified in Eastside Community Redevelopment Area.

Westside Tax Increment Financing District – to administer and account for the tax increment revenues associated with programs and projects identified in Westside Community Redevelopment Area.

CRA Debt Service Fund - to provide monies for payment of the Redevelopment Revenue Bond(s) financed with tax increment financing revenues derived from the Urban Core, Eastside and Westside Tax Increment Financing Districts.

When both restricted and unrestricted resources are available for use, the Agency uses restricted resources first, and then use unrestricted resources.

D. Assets, Liabilities, and Net Position or Equity

1. Cash and Cash Equivalents

The Agency has defined *cash and cash equivalents* as cash held at a depository and cash on hand for operating purposes and those investments which are short-term and highly liquid. Cash equivalents normally consist of treasury bills, certificates of deposit, and money market funds.

All monies, which are not legally restricted to separate administration, are pooled together for investment purposes while each individual fund and/or account is maintained on a daily transaction basis. Investment earnings are distributed in accordance with the participating funds' relative equity.

2. Investments

Investments are held by the City on behalf of the Agency. All investments held by the City of Pensacola are reported at fair value.

3. Accounts Receivables

All receivables are shown net of allowance for doubtful accounts.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

4. Prepaid Insurance

The Agency accounts for property insurance premiums using the consumption method. Property insurance premiums for both governmental and enterprise funds are paid quarterly, with a term year beginning May 1st resulting in a prepaid insurance premium for the month of October.

5. Restricted Assets

Certain assets are restricted by specific provisions of bond resolutions or agreements with outside parties. Assets such as these are restricted since their use is limited.

6. Capital Assets

The Agency does not have title to any capital assets as any improvements made with its funding sources are contributed to the City of Pensacola, Florida.

8. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Agency has no items that would qualify for reporting in this category.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Agency has two items that qualify for reporting in this category, a deferred gain on refunding reported in the government-wide statement of net position. A deferred gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The second is deferred recognition of revenue associated with long-term receivables for the leases of land and buildings. The amount is deferred and amortized over the life of the lease.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

9. Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts, as well as prepaid issuance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bond issuance costs are expensed when paid. Bonds payable are reported net of the applicable bond premium or discount. Bond refunding gains and losses are deferred and amortized over the remaining life of the old debt or the life of the new debt, whichever is shorter, using the effective interest method. Bond refunding gains are presented as deferred inflows of resources while losses are presented as deferred outflows of resources.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs (whether or not withheld from the actual debt proceeds received), during the current period.

The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

10. Fund Balance

GASB Statement No. 54, Fund Balance Reporting Governmental Fund Type Definitions, establishes accounting and financial reporting requirements for governmental funds and criteria for classifying fund balances. Accordingly, the governmental fund financial statements report fund equity classifications that comprise a hierarchy based primarily on the extent to which the Agency is legally bound to honor the specific purposes for which amounts in fund balance may be spent. Amounts which are restricted to specific purposes either by a) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation are classified as fund balances. Fund balances for governmental funds are displayed in the following classifications depicting the relative strength of the spending constraints placed on the purposes for which resources can be used. In accordance with Governmental Accounting and Financial Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, the Agency classifies fund balance as follows.

Non-Spendable Fund Balance – Amounts that are not in a spendable form or are required to be maintained intact (such as prepaids).

Restricted Fund Balance – Amounts that can be spent only for the specific purposes stipulated by external resource providers or enabling legislation. Restrictions may be changed or lifted only with the consent of the resource providers. Pursuant to Chapter 163, Part III, Florida Statutes, intergovernmental revenues derived from the Tax Increment Revenues fall into this category as well as interest earned on those revenues.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE I. - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Committed Fund Balance – Amounts that can be used only for the specific purposes determined by a formal action of the Agency’s highest level of decision-making authority. Commitments may be changed or lifted only by the Agency taking the same formal action that imposed the constraint originally. A Resolution adopted by the Agency establishes a fund balance commitment.

Assigned Fund Balance – Amounts the Agency intends to use for a specific purpose. Assignments of fund balances are made by management based upon the direction of the Board.

Unassigned Fund Balance – The residual classification includes amounts that are not contained in the other classifications. Unassigned amounts are the portion of fund balance which is not obligated or specifically designated and is available for any purpose.

For classification of fund balance 1) when expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, restricted fund balance is considered to have been spent first 2) when expenditures are incurred for purposes for which amounts in any of unrestricted fund balance classifications can be used, committed amounts should be reduced first, followed by assigned amounts and then unassigned amounts.

11. Net Position

The government-wide financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

Net Investment in Capital Assets is intended to reflect the portion of net position, which is associated with non-liquid, capital assets less outstanding capital asset-related debt. Since The Agency does not have title to any capital assets the Agency has no items that would qualify for reporting in this category.

Restricted Net Position are liquid assets (generated from revenues and net bond proceeds) which are not accessible for general use because of third-party (statutory, bond covenant or granting agency) limitations.

Unrestricted Net Position represents unrestricted assets.

12. Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results may differ from those estimates.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE II. – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

General Budget Policies

In accordance with the City Charter, the Mayor prepares and submits the annual budget and capital program to City Council. In order to be compliant with Florida Statutes, the Agency is required to take action on all budget resolutions and budget amendments of the Agency. Once the budget has been adopted by the Agency, it is then adopted by City Council. Budget amendments are administered in accordance with Chapter 166.241, Florida Statutes, and the procedure established in the Financial Planning and Administration Policy adopted by City Council Resolution. The Agency follows that policy for budget amendments.

Through an Interlocal Agreement, the Agency's activities and administrative services are provided by City of Pensacola.

Therefore, budget amendments for the Agency follow the budget policies outlined in the City's Financial Planning and Administration Policy allowing the Mayor (or designee) to authorize budget amendments if the total appropriations of the fund are not changed. Specifically, the Mayor (or designee) shall have the authority to transfer appropriations between expenditure categories and between departments or programmatic activities except that amounts appropriated for capital outlay cannot be transferred to any other expenditure category provided no transfer shall be made from the appropriations that are contrary to Florida Law. Further, management has established budgetary control within each fund at the line-item level.

Authorized staff within the Agency and Financial Services Department may request budget amendments between line items or between departments within a fund subject to final determination by the Finance Director as the Mayor's designee.

Additionally, in accordance with Chapter 166.241, Florida Statutes, appropriations within a fund may only be decreased or increased by resolution with City Council approval. Prior to City Council's adoption of any Agency supplemental budget resolutions a supplemental budget resolution will be approved and confirmed by the Agency. Expenditures for each fund may not legally exceed the total fund appropriation.

A legally adopted budget is employed as a control device for the Agency Funds and is budgeted on a limited non-GAAP basis for management control purposes.

Encumbrances

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration. The budget for the subsequent year provides a re-appropriation of funds to complete transactions for outstanding encumbrances.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE III. - DETAIL NOTES ON ALL FUNDS

A. Deposits and Investments

The Agency's investments of \$8,437,514 are in a money market account and certificates of deposits with maturities that range from February 2026 to July 2026 and have a weighted average maturity of one year. These investments are not subject to level disclosure in the fair value hierarchy.

B. Tax Increment Revenues

The Agency's primary source of revenue is tax increment revenues derived from each of the redevelopment areas.

This revenue is calculated by taking ninety-five percent of the difference between the amount of ad valorem real property taxes levied by the taxing authority, excluding school districts, water management districts and other taxing entities enumerated in Section 163.387(l)(c), Florida Statutes, each year within each redevelopment area and the amount which would have been produced by the same levy on the assessed value of taxable real property in such redevelopment area in the base year which is the year in which the Redevelopment Trust Fund was established (the "Tax Increment" or "Tax Increment Revenues"). Each taxing authority is required to fund this amount annually, by December 31st, without regard to tax collections or other obligations.

The base year for calculation of the Tax Increment for the Urban Core Community Redevelopment Area is 1983 and the Tax Increment Revenues total \$87,926,570 for the City and Escambia County and \$49,010,270 for the DIB. The sunset date for the Tax Increment Revenues being paid into the Urban Core Community Redevelopment Trust Fund is December 31, 2043 (Fiscal Year 2044).

The base year for calculation of the Tax Increment for the Westside Community Redevelopment Area is 2013 and the Tax Increment Revenues total \$121,903,783. The sunset date for the Tax Increment Revenues being paid into the Westside Community Redevelopment Trust Fund is December 31, 2037 (Fiscal Year 2038).

The base year for calculation of the Tax Increment for the Eastside Neighborhood Redevelopment Area is 2005 and the Tax Increment Revenues total \$19,243,104. The sunset date for the Tax Increment Revenues being paid into the Eastside Neighborhood Redevelopment Trust Fund is December 31, 2045 (Fiscal Year 2046).

C. Accounts Receivable

1. Accounts Receivables

All receivables are shown net of allowance for doubtful accounts.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

D. Interfund Transfers

During the course of operations, transactions occur between individual funds based on revenues received and then transferred to other funds pursuant to debt covenants or operational needs. For the year ended September 30, 2025, interfund transfers are as follows:

Governmental activities:	Transfer In	Transfer Out
Community Redevelopment Agency	\$	3,573,718
Eastside Tax Increment Financing District		85,310
Westside Tax Increment Financing District		267,984
CRA Debt Service	<u>3,927,012</u>	
Total	<u>\$ 3,927,012</u>	<u>\$ 3,927,012</u>

Funds are transferred from the Community Redevelopment Agency fund to the CRA Debt Service fund to pay debt service on the Urban Core Redevelopment Revenue Bond, Series 2017, and the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019. Funds from the Eastside Tax Increment Financing District fund are transferred to the CRA Debt Service fund to pay debt service on the Eastside Redevelopment Revenue Bond, Series 2017. Funds from the Westside Tax Increment Financing District fund are transferred to the CRA Debt Service fund to pay debt service on the Westside Redevelopment Revenue Bond, Series 2017.

E. Long-term Liabilities

1. Changes in Long-Term Liabilities

Following is a summary of changes in the long-term liabilities for the Agency's year ended September 30, 2025:

Governmental activities:	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Due to other governments	\$ 3,900,000	\$	\$ (1,300,000)	\$ 2,600,000	\$ 1,300,000
Notes payable	<u>62,804,568</u>	<u></u>	<u>(2,062,981)</u>	<u>60,741,587</u>	<u>2,120,901</u>
Governmental activity long-term liabilities	<u>\$ 66,704,568</u>	<u>\$ -</u>	<u>\$ (3,362,981)</u>	<u>\$ 63,341,587</u>	<u>\$ 3,420,901</u>

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

Due to other governments includes an Interlocal agreement between the City of Pensacola and the Agency which committed the Agency to contribute Tax Increment Revenues derived from the Urban Core Community Redevelopment Area to the Main Street Wastewater Treatment Plant Replacement Project (the Project). The Agency committed \$19.5 million towards the project, payable to Emerald Coast Utilities Authority (ECUA) in annual installments of \$1.3 million. The annual \$1.3 million payment is included in general government expenditures since the payment is not considered debt service. For accounting purposes, this is a voluntary non-exchange transaction. In December 2012, ECUA provided documentation which showed all eligibility criteria had been met as of September 30, 2012. Therefore, the long-term liability and expenditure were recorded in the Agency's government-wide financial statements. Since the long-term liability is not due and payable in the current period it is not recorded in the fund financial statements.

Notes payable include Interlocal agreements between the City of Pensacola and the Agency which committed the Agency to contribute Tax Increment Revenues derived from the Urban Core Community Redevelopment Area to pay debt service on the Urban Core Redevelopment Revenue Bond, Series 2017, and the Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019; Tax Increment Revenues derived from the Eastside Neighborhood Redevelopment Area to pay debt service on the Eastside Redevelopment Revenue Bond, Series 2017; and Tax Increment Revenues derived from the Westside Community Redevelopment Area to pay debt service on the Westside Redevelopment Revenue Bond, Series 2017. The Agency's outstanding notes payable do not contain any significant events of default with finance-related consequences, termination events with finance-related consequences, or subjective acceleration clauses.

2. Individual Notes Payable

Below are the Agency's obligations towards the City's individual long-term notes payable which were outstanding on September 30, 2025:

Governmental activities:

\$1,307,000 Eastside Redevelopment Revenue Bond, Series 2017 was issued for the purpose of financing certain community redevelopment capital improvements in the Eastside Neighborhood Redevelopment Area included in the Eastside Neighborhood Plan and the costs of issuance on the borrowing. The bond has a fixed interest rate of 3.33% commencing April 1, 2018, to and including April 1, 2037, payable each April 1 and October 1 of each year. Principal payments commenced on April 1, 2018, payable April 1 of each year. Debt service payments are secured with Tax Increment Financing (TIF) revenues derived from the Eastside Redevelopment Area and in the event that these revenues are insufficient, the Local Business Tax. Final maturity of principal occurs on April 1, 2037.

873,000

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

\$4,082,000 Westside Redevelopment Revenue Bond, Series 2017 was issued for the purpose of financing certain community redevelopment capital improvements in the Westside Neighborhood Redevelopment Area included in the Westside Neighborhood Plan and the costs of issuance on the borrowing. The bond has a fixed interest rate of 3.33% commencing April 1, 2018, to and including April 1, 2037, payable each April 1 and October 1 of each year. Principal payments commenced on April 1, 2018, payable April 1 of each year. Debt service payments are secured with Tax Increment Financing (TIF) revenues derived from the Westside Redevelopment Area and in the event that these revenues are insufficient, the Local Business Tax. Final maturity of principal occurs on April 1, 2037.

2,727,000

\$8,000,000 Urban Core Redevelopment Revenue Bond, Series 2017 was issued for the purpose of financing certain community redevelopment capital improvements in the Urban Core Redevelopment Area included in the Urban Core Community Redevelopment Plan and the costs of issuance on the borrowing. The bond has a fixed interest rate of 3.60% commencing April 1, 2018, to and including April 1, 2040, payable each April 1 and October 1 of each year. Principal payments commenced on April 1, 2018, payable April 1 of each year. Debt service payments are secured with Tax Increment Financing (TIF) revenues derived from the Urban Core Redevelopment Area and in the event that these revenues are insufficient, a covenant to budget and appropriate non-ad valorem revenues of the City. Final maturity of principal occurs on April 1, 2040.

6,845,000

\$58,140,000 Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019 was issued for the purpose of refunding the outstanding principal balance of the Redevelopment Revenue Bonds, Series 2009B, as well as financing certain community redevelopment capital improvements in the Urban Core Redevelopment Area included in the Urban Core Community Redevelopment Plan and the costs of issuance on the borrowing. The bond has a fixed interest rate of 3.40% commencing October 1, 2019, to and including December 31, 2043, payable each April 1 and October 1 of each year. Principal payments commenced on April 1, 2021, payable April 1 of each year. Debt service payments are secured with Tax Increment Financing (TIF) revenues derived from the Urban Core Redevelopment Area and in the event that these revenues are insufficient, a covenant to budget and appropriate non-ad valorem revenues of the City. Final maturity of principal occurs on December 31, 2043.

50,296,587

Total Governmental Activities

\$ 60,741,587

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

3. Summary of Debt Service Requirements to Maturity

Annual debt service requirements to maturity for the Agency's long-term notes are as follows:

Governmental Long-Term Debt

Fiscal Year Ending September 30,	Principal	Interest	Total Principal and Interest
2026	\$ 2,120,901	\$ 1,976,447	\$ 4,097,348
2027	2,187,210	1,906,401	4,093,611
2028	2,665,969	1,834,105	4,500,074
2029	2,748,991	1,748,940	4,497,931
2030	2,833,514	1,661,085	4,494,599
2031-2035	15,584,606	6,887,569	22,472,175
2036-2040	17,090,732	4,269,302	21,360,034
2041-2044	15,509,664	1,307,192	16,816,856
Total	<u>60,741,587</u>	<u>21,591,041</u>	<u>82,332,628</u>
Less: Current	<u>2,120,901</u>	<u>1,976,447</u>	<u>4,097,348</u>
Total government debt	<u><u>\$ 58,620,686</u></u>	<u><u>\$ 23,567,488</u></u>	<u><u>\$ 78,235,280</u></u>

4. Revenues Pledged for Debt Repayment

The Agency has pledged future Tax Increment Revenues derived from the Urban Core Redevelopment Area to repay \$8,000,000 in Bond issued in 2017 and a \$58,140,000 Bond issued in 2019. Proceeds from the 2019 bond provided financing to refund \$38,925,000 in outstanding 2009 bonds which financed the construction of a Community Maritime Park. Proceeds of the 2017 bond and remaining proceeds from the 2019 bond provided financing for certain community redevelopment capital improvements in the Urban Core Community Redevelopment Area included in the Urban Core Community Redevelopment Area Plan. The bonds are secured by Tax Increment Revenues derived from the Urban Core Redevelopment Area and in the event that these revenues are insufficient and the City has advanced (an "Advance") non-ad valorem revenues budgeted and appropriated for the payment thereof the Agency shall repay the amount of such Advance to the City plus interest and are payable through 2043. Principal and interest paid for the current year on the 2017 bond was \$304,800 and the 2019 bonds was \$3,433,742 and Tax Increment Revenues for the current year were \$11,728,756.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE III. - DETAIL NOTES ON ALL FUNDS (Continued)

The Agency has pledged future Tax Increment Revenues derived from the Eastside Redevelopment Area to repay a \$1,307,000 Bond issued in 2017. Proceeds of the bond provided financing for certain community redevelopment capital improvements in the Eastside Neighborhood Redevelopment Area included in the Eastside Neighborhood Plan. The bond is secured by Tax Increment Revenues derived from the Eastside Redevelopment Area and in the event that these revenues are insufficient, the Local Business Tax and are payable through 2037. Principal and interest paid for the current year were \$89,002 and Tax Increment Revenues for the current year were \$559,841.

The Agency has pledged future Tax Increment Revenues derived from the Westside Redevelopment Area to repay a \$4,082,000 Bond issued in 2017. Proceeds of the bond will provide financing for certain community redevelopment capital improvements in the Westside Neighborhood Redevelopment Area included in the Westside Neighborhood Plan. The bond is secured by Tax Increment Revenues derived from the Westside Redevelopment Area and in the event that these revenues are insufficient, the Local Business Tax, and are payable through 2037. Principal and interest paid for the current year were \$279,903 and Tax Increment Revenues for the current year were \$2,362,030.

F. Net Position Deficit

The Agency has a negative net position on the Government-wide Financial Statements of \$42,527,334 as of September 30, 2025. This amount is the result of the various interlocal agreements whereby the Agency has pledged Tax Increment Revenues to repay long-term obligations which do not result in an asset for the Agency.

These obligations included notes payable of \$60,741,587 and due to other governments of \$2,600,000. Based on current projects, the Agency projects sufficient future Tax Increment Revenues to repay such obligations in full before the sunset of the Community Redevelopment Areas. Detailed information on these obligations can be found in Note III.E and Note IV.A of this report.

NOTE IV. – OTHER INFORMATION

A. Related Party Commitments

1. *Interlocal Agreement – Downtown Improvement Board.* On September 11, 2020, the Agency and the Pensacola Downtown Improvement Board (DIB) entered into an Interlocal Agreement whereby the Agency agreed to contribute to the DIB an annual amount equal to the funds paid into the Urban Core Redevelopment Trust Fund by the DIB during the most recent tax year.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE IV. – OTHER INFORMATION (Continued)

The primary purpose of the contribution is for economic development, marketing, public realm enhancement and beautification, community policing innovations and to support multi-modal enhancements of Downtown Pensacola, provided such functions are reasonably consistent and compatible with the long-term goals and objectives outlined in the Urban Core Redevelopment Plan. The annual installments to the DIB are paid from Tax Increment Revenues derived from the Urban Core Redevelopment Area. Payments for the year ended September 30, 2025 totaled \$628,759. The agreement was terminated in fiscal year 2025.

2. *Interlocal Agreement - Main Street Wastewater Treatment Plant.* On June 26, 2009, the City and the Agency entered into an Interlocal Agreement whereby the Agency agreed to pay the Emerald Coast Utilities Authority \$19.5 million towards the relocation of the Main Street Wastewater Treatment Plant. The obligation was recorded in fiscal year 2012 upon project completion. Annual installments to the Authority of \$1.3 million began in fiscal year 2013 and will extend through fiscal year 2027. The annual installments to the Authority will be paid from Tax Increment Revenues derived from the Urban Core Redevelopment Area and any shortfall paid by the City will be reimbursed by the Agency when funds are available. Payments for the year ended September 30, 2025 totaled \$1,300,000.
3. *Interlocal Agreement – Westside Redevelopment Revenue Bond, Series 2017.* On August 15, 2017, the City and the Agency entered into an Interlocal Agreement whereby the Agency agreed that to the extent that Tax Increment Revenues derived from the Westside Community Redevelopment Area are insufficient to fully pay the principal of and interest on the 2017 Westside Bond, and the City has advanced Local Business Tax for the payment thereof in accordance with the terms of Resolution No. 17-38 (the “Westside Bond Resolution”) adopted by the City on August 10, 2017 (an "Advance"), the Agency shall repay the amount of such Advance to the City plus interest. The obligation of the Agency to pay the City the amount of any Advance and interest thereon shall be junior and subordinate in all respects to the Agency's obligation to make payments sufficient to pay the 2017 Westside Bond and any Additional Obligations issued in accordance with the Westside Bond Resolution.
4. *Interlocal Agreement – Eastside Redevelopment Revenue Bond, Series 2017.* On August 15, 2017, the City and the Agency entered into an Interlocal Agreement whereby the Agency agreed that to the extent that Tax Increment Revenues derived from the Eastside Neighborhood Redevelopment Area are insufficient to fully pay the principal of and interest on the 2017 Eastside Bond, and the City has advanced Local Business Tax for the payment thereof in accordance with the terms of Resolution No. 17-43 (the “Eastside Bond Resolution”) adopted by the City on August 10, 2017 (an "Advance"), the Agency shall repay the amount of such Advance to the City plus interest. The obligation of the Agency to pay the City the amount of any Advance and interest thereon shall be junior and subordinate in all respects to the Agency's obligation to make payments sufficient to pay the 2017 Eastside Bond and any Additional Obligations issued in accordance with the Eastside Bond Resolution.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE IV. – OTHER INFORMATION (Continued)

5. *Interlocal Agreement – Eastside Redevelopment Loan.* On September 30, 2016, as amended on August 10, 2017, the City and the Agency entered into an Interlocal Agreement which established the terms and conditions by which the City would provide a loan to the Agency in the principal amount of \$500,000 to finance a portion of the cost associated with the design, construction and acquisition of the General Daniel “Chappie” James, Jr. Museum and Youth Flight Academy. The loan was made from the City’s Insurance Retention Fund to the Agency’s Eastside TIF District and has a thirty (30) year term with interest only being paid until the twenty (20) year Eastside Redevelopment Revenue Bond, Series 2017 has matured. Principal payments begin December 31, 2037 and end on December 31, 2045. Since the principal repayment on the loan does not start until December 31, 2037, the full interfund balance was reduced and a transfer between the Eastside TIF District Fund and the City was recorded. At the point of repayment, the full long-term liability will be recorded and the transfer reversed.
6. *Interlocal Agreement – Urban Core Redevelopment Revenue Bond, Series 2017.* On November 15, 2017, the City and the Agency entered into an Interlocal Agreement whereby the Agency agreed that to the extent that Tax Increment Revenues derived from the Urban Core Community Redevelopment Area are insufficient to fully pay the principal of and interest on the 2017 Urban Core Bond, and the City has advanced (an "Advance") non-ad valorem revenues budgeted and appropriated for the payment thereof in accordance with the terms of Resolution No. 33-09 adopted on October 8, 2009 (the "Original Bond Resolution" and as amended and supplemented, the "Bond Resolution"), and the 2017 Urban Core Bond Resolution, the Agency shall repay the amount of such Advance to the City plus interest. The obligation of the Agency to pay the City the amount of any Advance and interest thereon shall be junior and subordinate in all respects to the Agency’s obligation to make payments sufficient to pay the 2017 Urban Core Bond, the 2019 Urban Core Bond and any Additional Obligations issued in accordance with the Bond Resolution.
7. *Interlocal Agreement – Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019.* On July 25, 2019, the City and the Agency entered into an Interlocal Agreement whereby the Agency agreed that to the extent that Tax Increment Revenues derived from the Urban Core Community Redevelopment Area are insufficient to fully pay the principal of and interest on the 2019 Urban Core Bond, and the City has advanced (an "Advance") non-ad valorem revenues budgeted and appropriated for the payment thereof in accordance with the terms of the Original Bond Resolution and Resolution No. 2019-31 adopted by the City on July 25, 2019, the Agency shall repay the amount of such Advance to the City plus interest. The obligation of the Agency to pay the City the amount of any Advance and interest thereon shall be junior and subordinate in all respects to the Agency's obligation to make payments sufficient to pay the 2017 Urban Core Bond, the 2019 Urban Core Bond and any Additional Obligations issued in accordance with the Bond Resolution.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE IV. – OTHER INFORMATION (Continued)

8. *Interlocal Agreement – Administrative Services.* On September 22, 2017, as amended on August 13, 2019, the City and the Agency entered into an Interlocal Agreement whereby the City agreed to provide administrative services to the Agency through December 31, 2045. Administrative services include personnel, financial, legal, engineering, planning, purchasing, construction, insurance, title and construction services. All personnel assigned by the City are employees of the City and are not officers, employees, or agents of the Agency. As such, the Agency has no pension obligation, other post-employment obligations or other liabilities related to personnel. In consideration of the services, the Agency reimburses the City based on the actual cost of services. Payments for the year ended September 30, 2025 totaled \$1,182,434.
9. *Interlocal Agreement – Urban Core Maintenance Services.* On September 22, 2017, the City and the Agency entered into an Interlocal Agreement whereby the City agreed to provide landscape, park and public space enhancements and accessibility improvement maintenance services on the Agency's behalf through December 31, 2043. These services include the cost to maintain any improvements to various public facilities within the Urban Core Community Redevelopment Area which, pursuant to the Urban Core Community Redevelopment Plan, the Agency has made. In consideration of the services, the Agency will reimburse the City based on the actual cost of services. Payments for the year ended September 30, 2025 totaled \$793,950.
10. *Interlocal Agreement – Eastside Maintenance Services.* On November 15, 2017, the City and the Agency entered into an Interlocal Agreement whereby the City agreed to provide landscape, park, property management, leasing, accessibility improvement, public space enhancement, and facilities maintenance services on the Agency's behalf through December 31, 2045. These services include the cost to maintain any improvements to various public facilities within the Eastside Community Redevelopment Area which, pursuant to the Eastside Community Redevelopment Plan, the Agency has made. In consideration of the services, the Agency will reimburse the City based on the actual cost of services. Payments for the year ended September 30, 2025 totaled \$17,845.
11. *Interlocal Agreement – Community Policing Innovations.* On October 22, 2024, the City and the Agency entered into an Interlocal Agreement whereby the City agreed to provide additional policing services within the Urban Core Community Redevelopment Area through September 30, 2025. These services aim to reduce crime by reducing opportunities for, and increasing perceived risk of engaging in, criminal activity through visible presence of police. In consideration of the services, the Agency will reimburse the City based on the actual cost of services. Payments for the year ended September 30, 2025 totaled \$364,767.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE IV. – OTHER INFORMATION (Continued)

12. *CRA Interlocal Agreement – Community Maritime Park Stadium Improvements.* On July 23, 2021, the City and the Agency entered into an Interlocal Agreement whereby the Agency agreed to contribute up to \$2,000,000 to fund certain improvements at the Vince Whibbs Sr. Community Maritime Park Blue Wahoos Stadium. Such improvements include, but are not limited to, the conversion of the Blue Wahoos Stadium baseball field from natural grass to synthetic turf and any irrigation changes needed to accommodate the conversion, the conversion of the Blue Wahoos Stadium lights to LED, the removal of existing bullpens and construction of new bullpens, the construction of new batting cages, the purchase of additional training tables, dishwashers and surveillance equipment, internet and phone upgrades, replacement of HWC chairs, painting, repairs to seats, flooring, electrical outlets and elevators all in furtherance of maximizing the use and impact of the Vince Whibbs Sr. Community Maritime Park improvements paid for with tax increment revenues derived from the Urban Core Community Redevelopment Area. As of September 30, 2025, \$1,713,600 has been paid towards improvements for the project, life-to-date.

B. Risk Management

The Agency is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, and natural disasters. As part of the Interlocal Agreement for administrative services, the City manages the Agency's insurance needs. The City is self-insured with respect to general, auto liability, and workers' compensation claims but does carry public official's liability insurance as well as property insurance. The coverage limits and deductibles are as follows:

<u>Primary Coverage</u>	<u>Coverage</u>	<u>Deductible</u>
Public officials	2,000,000	75,000
Property	100,000,000	100,000/5% named wind storm

C. Litigation

The Agency is contingently liable with respect to other lawsuits and other claims incidental to the ordinary course of its operations. Although the outcome of these lawsuits is not presently determinable, in the opinion of management, based on the advice of counsel, the resolution of these matters will not have a material adverse effect on the financial condition of the Agency.

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2025

NOTE IV. – OTHER INFORMATION (Continued)

D. Contractual, Construction, and Equipment Commitments

The Agency has outstanding commitments for contractual services and for the construction and acquisition of property, plant and equipment at year end. The commitments represent the difference between the contract prices of the various projects and the amounts paid on each contract. Outstanding commitments by fund on September 30, 2025 were:

Community Redevelopment Agency	\$ <u>724,664</u>
Total	\$ <u><u>724,664</u></u>

NOTE V. – SUBSEQUENT EVENTS

No other significant events occurred subsequent to the balance sheet date, as of the date of this report that would have a material impact on the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

SUPPLEMENTARY INFORMATION

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
SCHEDULES OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
COMMUNITY REDEVELOPMENT AGENCY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive/(Negative)
Revenues:				
Tax increment revenues	\$ 11,728,900	\$ 11,728,900	\$ 11,728,756	\$ (144)
Charges for services	16,000	16,000	60,173	44,173
Investment earnings			582,380	582,380
Other			16,850	16,850
Total revenues	<u>11,744,900</u>	<u>11,744,900</u>	<u>12,388,159</u>	<u>643,259</u>
Expenditures:				
Current -				
General government	7,157,000	16,587,621	4,812,589	11,775,032
Debt service -				
Principal retirement				
Interest				
Total expenditures	<u>7,157,000</u>	<u>16,587,621</u>	<u>4,812,589</u>	<u>11,775,032</u>
Excess (deficiency) of revenues over (under) expenditures	<u>4,587,900</u>	<u>(4,842,721)</u>	<u>7,575,570</u>	<u>12,418,291</u>
Other financing sources (uses):				
Transfers in				
Transfers (out)	<u>(4,587,900)</u>	<u>(4,587,900)</u>	<u>(3,573,718)</u>	<u>1,014,182</u>
Total other financing sources (uses)	<u>(4,587,900)</u>	<u>(4,587,900)</u>	<u>(3,573,718)</u>	<u>1,014,182</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ (9,430,621)</u>	<u>4,001,852</u>	<u>\$ 13,432,473</u>
Fund balances at beginning of year			<u>9,430,619</u>	
Fund balances at end of year			<u>\$ 13,432,471</u>	

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
SCHEDULES OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive/(Negative)
Revenues:				
Tax increment revenues	\$ 559,900	\$ 559,900	\$ 559,841	\$ (59)
Charges for services				
Investment earnings			36,084	36,084
Other				
Total revenues	<u>559,900</u>	<u>559,900</u>	<u>595,925</u>	<u>36,025</u>
Expenditures:				
Current -				
General government	455,000	1,228,226	443,331	784,895
Debt service -				
Principal retirement				
Interest	15,000	15,000	15,000	-
Total expenditures	<u>470,000</u>	<u>1,243,226</u>	<u>458,331</u>	<u>784,895</u>
Excess (deficiency) of revenues over (under) expenditures	<u>89,900</u>	<u>(683,326)</u>	<u>137,594</u>	<u>820,920</u>
Other financing sources (uses):				
Transfers in				
Transfers (out)	(89,900)	(89,900)	(85,310)	4,590
Total other financing sources (uses)	<u>(89,900)</u>	<u>(89,900)</u>	<u>(85,310)</u>	<u>4,590</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ (773,226)</u>	<u>52,284</u>	<u>\$ 825,510</u>
Fund balances at beginning of year			<u>773,227</u>	
Fund balances at end of year			<u>\$ 825,511</u>	

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
SCHEDULES OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive/(Negative)
Revenues:				
Tax increment revenues	\$ 2,362,200	\$ 2,362,200	\$ 2,362,030	\$ (170)
Charges for services				
Investment earnings			155,511	155,511
Other				
Total revenues	<u>2,362,200</u>	<u>2,362,200</u>	<u>2,517,541</u>	<u>155,341</u>
Expenditures:				
Current -				
General government	2,082,400	4,644,161	1,104,850	3,539,311
Debt service -				
Principal retirement				
Interest				
Total expenditures	<u>2,082,400</u>	<u>4,644,161</u>	<u>1,104,850</u>	<u>3,539,311</u>
Excess (deficiency) of revenues over (under) expenditures	<u>279,800</u>	<u>(2,281,961)</u>	<u>1,412,691</u>	<u>3,694,652</u>
Other financing sources (uses):				
Transfers in				
Transfers (out)	<u>(279,800)</u>	<u>(279,800)</u>	<u>(267,984)</u>	<u>11,816</u>
Total other financing sources (uses)	<u>(279,800)</u>	<u>(279,800)</u>	<u>(267,984)</u>	<u>11,816</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ (2,561,761)</u>	<u>1,144,707</u>	<u>\$ 3,706,468</u>
Fund balances at beginning of year			<u>2,558,762</u>	
Fund balances at end of year			<u>\$ 3,703,469</u>	

CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY
(A Component Unit of the City of Pensacola, Florida)
SCHEDULES OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
COMMUNITY REDEVELOPMENT AGENCY DEBT SERVICE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive/(Negative)
Revenues:				
Tax increment revenues	\$	\$	\$	\$
Charges for services				
Investment earnings			109,248	109,248
Other				
Total revenues	<u>-</u>	<u>-</u>	<u>109,248</u>	<u>109,248</u>
Expenditures:				
Current -				
General government				
Debt service -				
Principal retirement	2,913,100	2,913,100	2,062,981	850,119
Interest	2,044,500	2,044,500	2,044,466	34
Total expenditures	<u>4,957,600</u>	<u>4,957,600</u>	<u>4,107,447</u>	<u>850,153</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(4,957,600)</u>	<u>(4,957,600)</u>	<u>(3,998,199)</u>	<u>959,401</u>
Other financing sources (uses):				
Transfers in	4,957,600	4,957,600	3,927,012	(1,030,588)
Transfers (out)				
Total other financing sources (uses)	<u>4,957,600</u>	<u>4,957,600</u>	<u>3,927,012</u>	<u>(1,030,588)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	<u>(71,187)</u>	<u>\$ (71,187)</u>
Fund balances at beginning of year			4,168,535	
Fund balances at end of year			<u>\$ 4,097,348</u>	

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING
STANDARDS**

Board Members
Community Redevelopment Agency
City of Pensacola, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the City of Pensacola Community Redevelopment Agency (the "Agency"), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements and have issued our report thereon dated March 9, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements.

However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Warren Averett, LLC

Pensacola, Florida
March 9, 2026

**INDEPENDENT ACCOUNTANTS' REPORT ON EXAMINATION OF
COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH CHAPTER 10.550,
RULES OF THE AUDITOR GENERAL**

Board Members
Community Redevelopment Agency
City of Pensacola, Florida

We have examined the City of Pensacola Community Redevelopment Agency (the "Agency") compliance with the following requirements for the year ended September 30, 2025:

- (1) Florida Statute 218.415 in regards to investments
- (2) Florida Statutes 163.387(6) and (7) in regards to community redevelopment agencies

Management is responsible for the Agency's compliance with those requirements. Our responsibility is to express an opinion on the Agency's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Agency complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Agency complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that our examination provides a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the Agency's compliance with specified requirements.

In our opinion, the Agency has complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2025.

This report is intended solely for the information and use of the Agency and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.



Pensacola, Florida
March 9, 2026

MANAGEMENT LETTER

Board Members
Community Redevelopment Agency
City of Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Pensacola Community Redevelopment Agency (the "Agency"), as of and for the year ended September 30, 2025, and have issued our report thereon dated March 9, 2026.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550 *Rules of the Florida Auditor General*.

Other Reports Requirements

We have issued our Independent Auditors' Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated March 9, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No findings were reported in the City of Pensacola's audit in the prior year.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether or not the Agency has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Agency did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the Agency's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

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

Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did operate within the CRA's boundaries during the fiscal year under audit.

As required by Section 10.554(1)(i)6.b. and Section 10.554(1)(i)6.c, Rules of the Auditor General, a list of all program administrators and third-party administrators that administered the program along with the full names and contact information of each such program administrator and third-party administrator is provided below.

Florida Resiliency and Energy District "FRED"
William "Bill" F. Spivey Jr. - Executive Director
Chris Bryan – Program Analyst
Phone – 407-624-5797
Email – cbryan@fdcbonds.com
Florida Development Finance Corp.
156 Tuskawilla Road, Suite 2340
Winter Springs, FL 32708
Administrator for the Florida Resiliency and Energy District

Florida Green Finance Authority
James Candela – Special District Services
Phone – 561-630-4922 ext: 240
Fax – 561-630-4923
2501 A Burns Road
Palm Beach Gardens, FL 33410

Florida PACE Funding Agency (FPFA)
Michael Moran – Executive Director
Wendy Leach – Director of Operations
Will Saba – SR. Vice President
Phone – 800-969-4382
18201 Von Karman Avenue, Suite 220
Irvine, CA 92612
dta – www.financedta.com

Green Corridor
Beatrice Medina – Assistant Director, PACE Group Willdan Financial Services
Phone – 951-587-3500
Fax – 951-587-3510
27368 Via Industria, Suite 200
Temecula, CA 92590

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, *Rules of the Auditor General*, the CRA reported:

- a. The total number of CRA employees compensated in the last pay period of the CRA's fiscal year was 0.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the CRA's fiscal year was 0.
- c. All compensation earned by or awarded to employees, whether paid or accrued regardless of contingency was \$0.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency was \$0.
- e. Each construction project with a total cost of at least \$65,000 approved by the CRA that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as: No such projects noted.
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the CRA amends a final adopted budget under Section 189.016(6), Florida Statutes, as included in the Schedule of Revenues, Expenditures, and Changes in Fund Balance- Budget to Actual as listed in the table of contents.

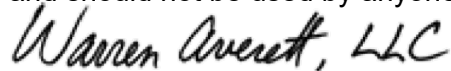
The specific information reported in the previous paragraph has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Additional Matters

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

Purpose of this Letter

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



Pensacola, Florida
March 9, 2026

Memorandum

File #: 26-492

Community Redevelopment Agency

5/11/2026

ACTION ITEM**SPONSOR:** Delarian Wiggins - Chairperson**SUBJECT:**ALICE S WILLIAMS CHILDCARE LEASE AGREEMENT WITH COMMUNITY ACTION
PROGRAM COMMITTEE - 1015 N E STREET**RECOMMENDATION:**

That the Community Redevelopment Agency (CRA) recommend that City Council approve the Lease Agreement with Community Action Program Committee, Inc. (CAPC) for 1015 North E Street, Pensacola, Florida, for the operation of a licensed infant childcare program pursuant to Request for Proposals No. 26-004, contingent upon the CRA, through the CRA Administrative Officer, having authority to review and approve any proposed modifications, improvements, or maintenance-related decisions prior to final action by the City (Lessor) and being provided all maintenance records and other pertinent documentation.

SUMMARY:

This project advances the City of Pensacola Strategic Plan Goal # 3: Support for Youth Experiences and #8 Neighborhoods that celebrate Culture and Honor Legacy. The project will also advance the CRA's 2025 Westside Redevelopment Plan's, "Revitalize Cultural Landmarks & Historic Buildings" under Neighborhood Development and "Community Facilities" under Open Space and Community Amenities.

This request is for the approval of the lease agreement with Community Action Program Committee, Inc. (CAPC) for property located at 1015 North E Street, formerly the Alice S. Williams Library, for the operation of a licensed infant childcare program. The property was recently restored using a combination of State grant funding and CRA bond proceeds, with prior CRA and City Council actions supporting design, funding reallocations, and construction.

Following completion of the restoration, the City issued Request for Proposal No. 26-004 to identify a qualified operator to deliver high-quality infant childcare services at the site. One proposal was received from CAPC, which was evaluated and recommended for award by the selection committee based on its demonstrated experience, operational capacity, and ability to meet the City's objectives for expanding access to infant care and providing supportive services to families.

The proposed lease provides for an initial one-year term at \$1.00 per year. The public purpose of the lease is to expand access to high-quality childcare for ages 0 to 24 months, including

services for voucher-assisted families, in furtherance of the City's goal of increasing access to infant care, supporting caregivers and families, and providing community-based services in the renovated Alice S. Williams facility.

Under the agreement, CAPC will be responsible for program operations, staffing, compliance with all applicable licensing and regulatory requirements and maintenance of the facility. Approval of this lease agreement will activate a publicly funded, restored community asset and deliver a critical service to the Westside community by expanding access to high-quality infant childcare and family support services.

This project area will be added to the CRA's asset inventory under the existing Interlocal Agreement for Property Management and Maintenance. Staff will work on revisions to the interlocal agreement to clarify the roles of the CRA and the City for CRA improvements to City-owned property, including approval authority, funding, delegation and alignment with Chapter 163, Part III, Florida Statutes.

PRIOR ACTION:

October 10, 2022 - CRA Board approved the reallocation of \$300,000 of 2017 Westside Redevelopment Revenue Bond funds to the Alice S. Williams project.

October 13, 2022 - City Council approved the acceptance of the AACH grant award in the amount of \$500,000.

April 7, 2025 - CRA Board approved the 100% design plans and authorized the bid solicitation, in keeping with their approval process for CRA-funded projects.

July 15, 2025 - CRA Board approved an additional \$250,000 reallocation of 2017 Westside Redevelopment Revenue Bond funds to the Alice S. Williams project and authorized award of construction contract to Sessions Contractors Group, Inc.

July 17, 2025 - City Council approved the construction contract with Sessions Contractors Group, Inc.

April 23, 2026 - City Council approved the disposition of the property.

FUNDING:

N/A

FINANCIAL IMPACT:

Project funding for renovation of the Alice S. Williams property has previously been approved through the African American Cultural and Historical grant and 2017 Westside Redevelopment Revenue Bond proceeds. Any additional financial impacts associated with lease obligations, maintenance responsibilities, or future site improvements will be evaluated as negotiations progress.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins, Associate City Administrator
Anna Kate Baygents, Assistant Economic Development Director
Victoria D'Angelo, CRA Administrative Officer
Ann Teston, Incentives and Land Development Program Manager
Theresa Cserep, Education and Youth Programs Officer

ATTACHMENTS:

1. CAPC
2. RFP-26004
3. RFP-26004-Addendum
4. Site Photo
5. Notice of Intent to Award - RFP 26-004 (1)
6. Grant Award Agreement
7. Lease Agreement

PRESENTATION: No

January 2, 2026

Community Action program Committee, Inc.

2501 W. Wright Street

Pensacola, Fl. 32505

SUBJECT: COVER LETTER REQUEST FOR PROPOSALS (RFP)

To Whom It May Concern

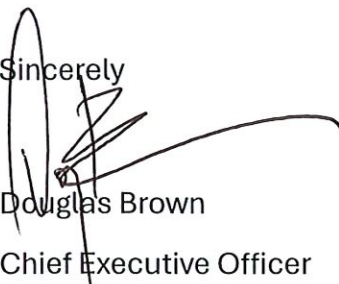
The Community Action Program Committee, Inc., is pleased to present to you our response to the Alice Williams Childcare RFP No. 26-004. We carefully reviewed the RFP and are confident that our agency can deliver the exceptional results you are seeking. The skillsets of employees, the resources and the successful administration of the Head Start program for more than forty years offers experience and confirmation that we are well-equipped to meet the objectives this RFP is seeking.

Our proposal is comprehensive and detailed, and it outlines how we plan to meet the specific needs of this RFP. We have taken a diligent approach to address each of the elements specified in the RFP and we have attached the required documentation.

We understand the importance of this project to the City of Pensacola and are committed to delivering it successfully. We are confident that our unique strengths set us apart as the ideal partner for this initiative.

Thank you for considering our proposal. We appreciate your trust in The Community Action Program Committee, Inc. and we are eager to be of service.

Sincerely



Douglas Brown

Chief Executive Officer

850-438-4021

d.brown@capc-pensacola.org

A

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Small Business Enterprise Statement

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DATA and Reporting Plan

Financial Health and Stability Plan

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Maintenance and Facility Improvement Request/Proposed Timeline to become
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References

TAB C

License documentation

RFP No. 26-004

Alice S. Williams Childcare

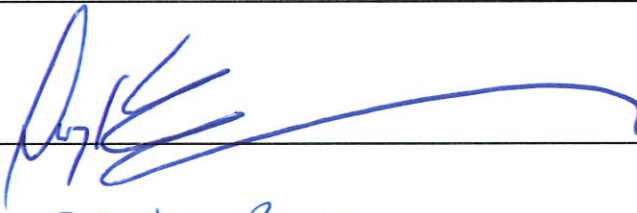
Signature Sheet

The undersigned, as Proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the specifications.**

Survey: How did you obtain this solicitation?

☒ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: _____

Signature  Date: 12/18/25

Printed Name: Douglas Brown Title: CEO

Company: Community Action Program Committee Address: 2501 W. Wright St.

Telephone: 850-438-4021 City: Pensacola

Fax: _____ State: FL Zip: 32505

E-mail: D.Brown@capc-pensacola.org

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: Community Action Program Committee
Vendor FEIN: 59-1118735 Phone Number: 850-438-4021
Vendor's Authorized Representative Name and Title: Douglas Brown CEO
Address: 2501 W. Wright st.
City: Pensacola State: FL ZIP: 32505
Email Address: D.Brown@capc-pensacola.org

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: Douglas Brown CEO

Date: 12-18-25

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: Community Action Program Committee Date: 12-18-25

Authorized Signature:  Printed Name: Douglas Brown

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Community Action Program Committee
Company Name

[Signature]
Authorized Signature

Douglas Brown
Printed Name

12-18-25
Date

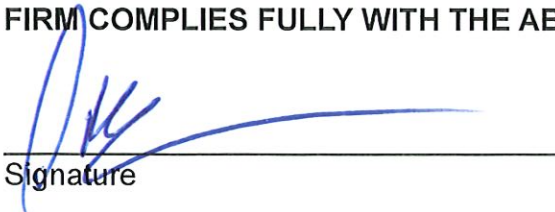
FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.


Signature


Printed Name

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

Respondent's Name:	Respondent's Principal Place of Business
	N / A

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

<u>NAME OF MWBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

VETERAN BUSINESS ENTERPRISE STATEMENT

In order to foster economic development and business opportunities for service- disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third-party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below:
If not, please mark N/A.

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
	N / A	

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business _____

Address _____

Owner(s)'s Name(s) _____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

<u>NAME OF SBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

Addendum Date: December 2, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

ALICE S. WILLIAMS CHILDCARE

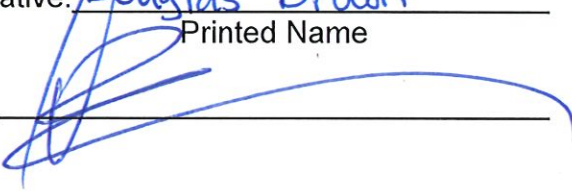
RFP No. 26-004

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL
AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**

Company: Community Action Program Date: 12-18-25
Committee

Authorized Representative: Douglas Brown Title: CEO
Printed Name

Signature: 

1. A revised Schedule of Events is attached.
2. Attached as part of this addendum and made a part of the RFP hereby are the Insurance and Indemnification requirements.
3. Questions from the pre-proposal meeting and their answers are attached.
4. The pre-proposal attendance list is attached.

REQUIRED DOCUMENTS INCLUSION ACKNOWLEDGEMENT
Bid/RFP/RFQ # 26-004

Purchasing Forms (*Purchasing will verify inclusion of required Purchasing forms*)

	Initials
1) Signature Page	<u>JB</u>
2) State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	<u>JB</u>
3) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	<u>JB</u>
4) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	<u>JB</u>
5) Drugfree Workplace Certificate	<u>JB</u>
6) Minority/Women Business Enterprise Statement	<u>n/a</u>
7) Veteran Business Enterprise Statement	<u>n/a</u>
8) Small Business Enterprise Statement	<u>n/a</u>
9) Acknowledgement of addenda (signed signature pages of addenda)	<u>JB</u>
10) Required Documents Acknowledgement Form	<u>JB</u>

Department-required Documents (*Dept will verify validity of documents*)

	Initials
1) Gold Seal Quality Care Accreditation	<u>JB</u>
2) Proof of active/pending Florida DCF Child Care License	<u>JB</u>
3) Evidence of liability insurance with minimum limits of \$1 million per occurrence / \$3 million aggregate, naming the City of Pensacola as an additional insured.	<u>JB</u>
4) Copy of most recent DCF inspection report (if applicable)	<u>JB</u>
5) Certification of compliance with Department of Defense Child Development Program standards (DoDI 6060.02). Agree that, where standards differ, the more stringent applies.	<u>JB</u>

Company Name: Community Action Program Committee

Authorized Officer's Name: Douglas Brown Title: CEO

Signature of Officer: [Signature] Date: 12-18-25

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

B

December 18, 2025

Community Action Program Committee

2501 W. Wright St.

Pensacola, Fl. 32505

RE: Alice Williams Childcare RFP

Organizational Profile and Background

The Community Action Program in Pensacola, known as the **Community Action Program Committee (CAPC)**, started in 1965 as Florida's official incorporation, a local part of President Lyndon B. Johnson's 1964 "War on Poverty," aiming to fight poverty through local empowerment and services like Head Start, job training, and energy assistance, evolving over decades with local leadership and facing challenges, but continuing its mission of fostering self-sufficiency for Escambia county residents.

Mission & Services

- **Core Goal:** To help low-income individuals and families achieve self-sufficiency.
- **Key Programs:** CAPC provides job training, education, energy assistance (like LIHEAP for power bills), health care support, and operates The Head Start Program.

Structure & Operations

- **Board Structure:** Like other CAAs, CAPC is governed by a federal mandate for a "tripartite" board, including low-income residents, public officials, and private sector leaders, ensuring local control and accountability.

ANNUAL LICENSE



State of Florida Department of Children and Families

OFFICE OF LICENSING
2383 Phillips Road, Tallahassee, Florida 32308
850-778-4042



Child Care Facility

Certificate of License

Name of Provider: Community Action Head Start Center At Brigadier
Certificate Number: 28788 **License Number:** C01ES0368
Address: 401 Brigadier St, **County:** Escambia
City: Pensacola **Zip:** 32507
Owner: Community Action Program Committee, Inc

The Department of Children and Families being satisfied that this Child Care Facility had complied with Chapter 65C-22, Florida Administrative Code, Child Care Facility Standards, adopted by the Department and authorized in sections 402.301-402.319, Florida Statutes, approves an ANNUAL LICENSE to operate this Child Care Facility.

This certificate is effective 08/19/2025 through 08/18/2026

This license may be revoked or suspended for cause.

Maximum Licensed Capacity: 298

HOURS OF OPERATION

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
7:00AM	7:00AM	7:00AM	7:00AM	7:00AM	Closed	Closed
6:00PM	6:00PM	6:00PM	6:00PM	6:00PM		

A handwritten signature in black ink, appearing to read "Mae X O".



Child Care Facility Information

Name: Community Action Head Start Center At Brigadier
ID Number: C01ES0368
Address: 401 Brigadier St Pensacola FL 32507
Phone Number: (850) 857-8652 Capacity: 298
Owner/Director/Staff Responsible: Sharrolynn Savage Shipman

Inspection Information

Type: Abbreviated Date: 12/16/2025 Arrival/Departure Time: 10:15 AM to 12:45 PM
Staff Present: 23 Children Present: 129 Onsite Visit: Yes

Pursuant to s. 402.3115, Fla. Statutes, the following provider has earned an abbreviated, Key Indicator System, inspection. The Key Indicator System inspection will only measure compliance with the Key Indicator System Standards, Supplemental Standards, and five randomly-selected standards.

INSPECTION CHECKLIST

GENERAL REQUIREMENTS

03. Ratio Sufficient CCF Handbook, Section 2.3

Standard Comments

2:16- three & fours
2:14- three & fours
2:6- ones and twos
2:7- ones
3:8-infants
2:16- threes - fives
2:14- threes - fives
2:13- threes - fives
2:13- threes - fives
2:7- twos & threes
2:15- threes - fives

03-01 s.402.305(4), F.S.

Compliance

04. Supervision CCF Handbook, Section 2.4

04-01 CCF Handbook, Section 2.4

Compliance

04-18 s.435.06(2)(a), F.S. and CCF Handbook, Section 5.2, C

Compliance

05. Transportation CCF Handbook, Section 2.5

Standard Comments

Per provider, no transportation is provided.

05-04 CCF Handbook, Section 2.5.2

Not Applicable

08. Seat Belts/Child Restraints CCF Handbook, Section 2.5.4 and CCF Handbook, Section 2.5.5

08-04 s. CCF Handbook, Section 2.5.5

Not Applicable

09. Planned Activities CCF Handbook, Section 2.6



09-02 CCF Handbook, Section 2.6

Compliance

09-13 s. CCF Handbook, Section 2.6, F

Compliance

11. Child Discipline CCF Handbook, Section 2.8

11-01 s. CCF Handbook, Section 2.8, E

Compliance

PHYSICAL ENVIRONMENT

12. Facility Environment CCF Handbook, Section 3.1

12-01 CCF Handbook, Section 3.1, A

Compliance

12-02 CCF Handbook, Section 3.1, A

Compliance

12-18 CCF Handbook, Section 3.1, I

Compliance

13. Toxic Substances, Hazardous Materials and Weapons CCF Handbook, Section 3.2

13-02 CCF Handbook, Section 3.2, B

Compliance

15. Licensed Capacity CCF Handbook , Section 3.4

15-01 CCF Handbook , Section 3.4.1, C

Compliance

17. Outdoor Play Area/Fencing CCF Handbook, Section 3.5

17-05 CCF Handbook, Section 3.5, F

Compliance

17-09 CCF Handbook, Section 3.5, F

Compliance

20. Crib Requirements CCF Handbook, Section 3.6

20-06 CCF Handbook, Section 3.6.4, A

Compliance

21. Restrooms and Bath Facilities CCF Handbook, Section 3.7

21-14 CCF Handbook, Section 3.7, H

Compliance

23. Fire Drills & Emergency Preparedness CCF Handbook, Section 3.8

Standard Comments

Fire extinguisher tag- 6/25

Fire drill logs monitored .

23-07 CCF Handbook, Section 3.8.4, C

Compliance

FOOD AND NUTRITION

25. Meals and Snacks CCF Handbook, Section 3.9



25-04 CCF Handbook, Section 3.9.3, D

Compliance

25-11 CCF Handbook, Section 3.9.3, F

Compliance

27. Catered Food and Food Provided by Outside Sources CCF Handbook, Section 7 & Section 3.9.3

27-01 CCF Handbook, Section 7, B.15.

Compliance

28. Bottles, Breastmilk, Formula and Infant Food CCF Handbook, Section 3.9

28-02 CCF Handbook, Section 3.9.5, B

Compliance

SANITATION AND EQUIPMENT

29. Health and Sanitation CCF Handbook, Section 3.6, 3.9, and 3.10

29-02 CCF Handbook, Section 3.10.1

Compliance

30. Diapering CCF Handbook, Section 3.10

30-06 CCF Handbook, Section 3.10.2, E

Compliance

32. Outdoor Equipment CCF Handbook, Section 3.12

32-03 CCF Handbook, Section 3.12, B and F

Compliance

32-07 CCF Handbook, Section 3.12, D

Compliance

32-10 CCF Handbook, Section 3.12, H

Compliance

TRAINING

33. Training Requirements CCF Handbook, Section 4

33-03 CCF Handbook, Section 4.1

Compliance

33-09 CCF Handbook, Section 4.2.3 and 4.2.5

Compliance

34. Credentialed Staff CCF Handbook, Section 4.6 & 4.7

34-04 CCF Handbook, Section 4.7

Compliance

HEALTH REQUIREMENTS

36. CPR Requirements CCF Handbook, Section 4.2.4

Standard Comments

At the time of inspection 13 cc personnel were required to meet ratio, therefore 3 cc personnel had to be present. There were 7 cc certified personnel present.

At least one staff member with CPR and First Aid training completed in person was on-site.



36-03 s. CCF Handbook, Section 4.2.4, B

Compliance

37. First Aid Requirements CCF Handbook, Section 4.2.4 and 6.2

Standard Comments

First aid kit monitored.

At the time of inspection 13 cc personnel were required to meet ratio, therefore 3 cc personnel had to be present. There were 7 cc certified personnel present.

At least one staff member with CPR and First Aid training completed in person was on-site.

37-02 s. CCF Handbook, Section 4.2.4, B

Compliance

40. Medication CCF Handbook, Section 6.5

Standard Comments

Medication and medication forms monitored.

40-15 CCF Handbook, Section 6.5, G

Compliance

40-18 s. CCF Handbook, Section 6.5, I

Compliance

RECORD KEEPING

41. Immunization Records CCF Handbook, Section 7.1

41-01 CCF Handbook, Section 7.1, B

Compliance

41-02 CCF Handbook, Section 7.1

Compliance

42. Student Health and Records CCF Handbook, Section 7.2

42-01 CCF Handbook, Section 7.2, C

Compliance

43. Enrollment Information CCF Handbook, Section 7.3 & s. 402.3054(2), F.S.

Standard Comments

45 out of 168 children files were monitored. (Classrooms A, L, & M)

43-02 CCF Handbook, Section 7.3

Compliance

44. Personnel Records CCF Handbook, Section 7.4

Standard Comments

All employee files were monitored. (50 employees)

44-04 CCF Handbook, Section 7.4, C

Compliance

45. Background Screening Documents CCF Handbook, Section 7.4.1

45-01 s. CCF Handbook, Section 7.4.1, A

Compliance

45-02 CCF Handbook, Section 7.4.1, C

Compliance



Name: Community Action Head Start Center At Brigadier License #: C01ES0368
Address: 401 Brigadier St Pensacola FL 32507
Type: Abbreviated Date: 12/16/2025

45-07 CCF Handbook, Section 5.2	Compliance
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45-11 CCF Handbook, Section 7.4.1, D, E, and F	Compliance
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46. Daily Attendance CCF Handbook, Section 7.5
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46-07 CCF Handbook, Section 7.5, A	Compliance
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ENFORCEMENT

47. Access/Child Safety CCF Handbook, Section 8

47-05 s. 402.311, F.S.	Compliance
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Counselor Comments

Inspection conducted by licensing specialist, Amy Turner. Please contact me if you have any questions, 850-384-5185.

Owner/Director/Staff Responsible Comments

none



Name: Community Action Head Start Center At Brigadier License #: C01ES0368
Address: 401 Brigadier St Pensacola FL 32507
Type: Abbreviated Date: 12/16/2025

SUPPLEMENTAL INSPECTION SHEET

Comments:

2:16- three & fours (R.Jones & P.McKenzie)
2:14- three & fours (T.Thibodeau & C.Williams)
2:6- ones and twos (C.Holly & D.Roberts)
2:7- ones (B.Bevis & D.Singer)
3:8-infants (G.Banks, S.Smith, & E.Lloyd)
2:16- threes - fives (J.Fountin & S.Lewis)
2:14- threes - fives (J.McGhee & P.Nance)
2:13- threes - fives (A.Diaby & C.Boehrner)
2:13- threes - fives (M.Forrest & J.Wells)
2:7- twos & threes (R.McShane & C.Legg)
2:15- threes - fives (S.Shipman & R.Dunkin)

S Shipman

Received by: Sharrolynn Savage Shipman
Date: 12/16/2025

Amy Turner

Inspected by: Amy Turner
Date: 12/16/2025

Memo For the Record

To Whom It May Concern

The Community Action Program Committee upon selection will make application for the Gold Seal Accreditation. This agency does meet the criteria.

Head Start programs do not participate in Florida's Gold Seal Quality Care system because Gold Seal applies only to state-licensed child care facilities. Head Start is federally regulated and therefore exempt from state licensing requirements.

Although we are not eligible for Gold Seal, our program follows the Head Start Program Performance Standards, which provide rigorous federal requirements for health and safety, teacher qualifications, curriculum, family engagement, and continuous improvement. These standards meet or exceed the expectations associated with Gold Seal accreditation.

Our commitment remains to deliver high-quality, safe, and developmentally appropriate services for every child and family we serve.

Memo For the Record

Re: Staff Planning for the Alice Williams Childcare project

To whom It may concern:

The Community Action program employs approximately twenty staff members that hold the National Infant Toddler CDS or FCCPC birth to five credentials for our Early Head Start Program. This age group is birth to three.

The Head start program, which is 3 to 5 years in age a teacher is required to at a minimum hold an Associate of Arts degree along with 18 hours or 6 credits in early childhood education.

The agency currently has 8 staff members that hold a Center Directors credential.

This pool of staff members will hold all the credentials needed by the Office of Head Start and the Department of Children and families to facilitate and license this location.

Re: Military Voucher Acceptance Program

To Whom it May Concern:

Currently the Community Action Program Committee, Inc. under the Office of Head Start regulations, cannot accept Military Vouchers.

The goal will be to request a waiver to provide as defined below.

The Military Child Care in Your Neighborhood (MCCYN) fee assistance program is funded by DOD and the U.S. Coast Guard to help eligible military-connected families access affordable childcare when they cannot access military-operated childcare due to distance or waitlists. With MCCYN fee assistance, a portion of your childcare costs is paid to offset the costs of community-based care. This makes it easier for military-connected families to afford quality childcare from local community providers.

Memo For the Record

Re: Community Partnership

To whom It may concern:

Throughout the past forty years the Community Action Program Committee has had the opportunity to cultivate and build many Community Partnerships. Currently we house modulars with Head Start and Early Head Start classrooms on three Escambia School District Elementary school sites. CAPC also partners with Title one with the school district in 4 locations.

Currently we house a Head start classroom at the Cantonment location of Community Health located at 470 S. Hwy 29 cantonment Fl.

Additional ongoing partnerships are the Early Learning Coalition, Career Source Escarosa, and Escambia County Healthy Start Coalition.

The Escambia Children's Trust In a 5-0 vote at the monthly meeting on Tuesday, the Children's Trust executive board approved the Community Action Program Committee's (CAPC) matching grant application for funds that will be used to stabilize Head Start/Early Head Start program's workforce by retaining early education teachers and staff in Escambia County.

Escambia County Public Schools Superintendent Keith Leonard made the motion, which was seconded by Stephanie White. Board members Tina Cain, Rex Northup and Tori Woods supported the measure.

Board member David Williams abstained from voting because he serves on CAPC's executive board.

CAPC oversees Escambia County's Head Start/Early Head Start program that provides free early-childhood education to families in need. The funding will be used for the current program year, which runs from Dec. 1 through Nov. 30, 2026.

The Community Action Program Committee currently holds an active license at seven geographic locations that offer 28 classrooms total.

Memo For the Record

Re: History and Experience/Ability to Provide Services

To whom It may concern:

Head Start began as part of President Lyndon B. Johnson's Great Society campaign. Its justification came from the staff of the President's Council of Economic Advisers.

Johnson started the war on poverty shortly after President Kennedy's assassination. The murder shook the nation, and Johnson attempted to gain public trust by passing legacy legislation during the subsequent months. Johnson received an initial briefing from Walter Heller, who informed Johnson of Kennedy's poverty program. By March 1964, the legislation, now known as the Economic Opportunity Act of 1964, had been prepared for Congress. The Office of Economic Opportunity's Community Action Program launched Project Head Start as an eight-week summer program in 1965.

For more than forty years CAPC has administered the Head start program in Escambia County Florida. Beginning in the mid-1980s, CAPC rented two classrooms and outdoor playground space at the Moreno Court Community Center, spaces that were also used by residents on the weekends. An Approximate date of 1985 was the inception of the program at 710 N. "C" Street that subsequently closed in 2024 due to damage from Hurricane Sally.

The Community Action Program Committee currently holds an active license at seven geographic locations that offer 28 classrooms in total. To date CAPC has a staff count of more than 120. Staff requirements for Head Start and Early Head start are:

Early Head Start credentials are a National Infant Toddler CDS or FCCPC and Head Start, which is 3 to 5 years in age a teacher is required to hold an Associate of Arts degree along with 18 hours or 6 credits in early childhood education.

In essence, the Pensacola Community Action Program (CAPC) has a history rooted in the national anti-poverty efforts, focusing on empowering local residents through direct services and resource coordination for over half a century.

Head Start provides High-Quality education

Head Start's educational program is designed to meet each child's individual needs. It also aims to meet the needs of the community served and its ethnic and cultural characteristics.

Every child receives a variety of learning experiences to foster intellectual, social, and emotional growth. Children participate in indoor and outdoor play and are introduced to the concepts of words and numbers. They are encouraged to express their feelings and to develop self-confidence and the ability to get along with others.

The teaching staff is required to have teaching credentials at or above a bachelor's degree. The teaching staff is also required to have 15 hours annually of professional training that links directly to classroom work.

Community Action locations

7600 Kershaw Street, Pensacola, FL 32534 (Modular units on School District property—preschool)

6460 Highway 95A, Bldg. 2, North Molino, FL 32533 (Molino Community Center and we have 2 classrooms in a wing)

5400 Lillian Highway, Pensacola, FL 32506 (Preschool)

440 E. Hecker Street, Century, FL 32535 (Preschool classrooms and the building is owned by Pensacola State College)

470 S Highway 29, Cantonment, FL 32533 (Preschool classroom and the building is a lease with Community Health of NW Florida and they allow us to operate rent free)

8570 N. Davis Highway, Pensacola, FL 32514 (Preschool we lease this building)

401 Brigadier St, Pensacola, FL 32507 (Preschool and we own this location)

1250 E. Texar Dr. (Modular units on School District property—preschool)

2501 West Wright St. Pensacola, FL 32505 Admin

292 Muscogee Rd. Cantonment, FL 32533 Admin for the weatherization and HeadStart programs

To Whom It May Concern:

The Community Action Program Committee (CAPC) employs approximately twenty Early Head Start staff members who hold the National Infant Toddler Child Development Specialist (CDS) or the Florida Child Care Professional Credential (FCCPC), specializing in birth-to-five development. These educators serve our youngest learners, ages birth to three.

For our Head Start program, which serves children ages three to five, teachers are required to hold at minimum an Associate of Arts degree along with 18 hours (or 6 credits) in early childhood education. In addition, the agency currently employs eight staff members who hold a Center Director's Credential, further strengthening the leadership and instructional capacity of our early learning programs.

Every staff member plays an essential role in supporting CAPC's mission and service delivery. Key responsibilities include:

- Understanding and following all organizational policies, procedures, and safety protocols
- Protecting the confidentiality of client information and safeguarding organizational assets
- Reporting hazards, incidents, or potential risks promptly through established reporting channels
- Participating in required safety and compliance trainings and contributing to a culture grounded in accountability, integrity, and mission-driven service

CAPC remains committed to maintaining a highly qualified workforce that ensures safe, high-quality, and developmentally appropriate services for the children and families we serve.

If you'd like, I can also format this as a formal letter on letterhead, convert it into a narrative for a grant application, or adapt it for a board report or public statement.

Memo For the Record

Re: Operational Plan

Enrollment Plan: Enrollment process involves contacting your local program via their website or phone, completing application forms (online or in-person) detailing income/family status, and submitting required documents like birth certificates and income proof (pay stubs, public assistance letters) for eligibility screening. After initial submission, you'll usually have an interview or home visit to confirm details, with finalization dependent on spot availability and meeting low-income or specific criteria (homelessness, foster care, disabilities).

Staffing is referenced in the Staffing plan but ensuring classroom ratio is in compliance is a must daily.

Hours of operation currently vary from site to site but standard is 07:45am until 02:00pm for Head Start and 07:45am until 04:00pm for Early Headstart

MEMORANDUM

SUBJECT: Alignment of Head Start Program Performance Standards with Department of Defense Child Development Program Requirements

Purpose

The purpose of this memorandum is to provide a clear summary of how the **Head Start Program Performance Standards (HSPPS)** align with and meet the requirements of the **Department of Defense (DoD) Child Development Program (CDP)** standards. This information supports ongoing collaboration between our agency and military installations serving families with young children.

Background

Head Start and DoD Child Development Programs operate under separate federal authorities; however, both systems are grounded in the same core principles: **child safety, developmental appropriateness, family engagement, and strong program oversight**. As a result, Head Start programs consistently meet—and in many areas exceed—the expectations established for DoD-operated early childhood programs.

Areas of Alignment

1. Child Health and Safety

Head Start requires comprehensive health services, safety protocols, supervision, sanitation, and emergency preparedness. These requirements align with DoD standards for safe environments, health practices, background checks, and emergency procedures.

2. Education and Development

Head Start implements research-based curriculum, individualized instruction, and ongoing assessment to promote school readiness. DoD CDPs require developmentally appropriate programming and support for children's social-emotional and cognitive development. Both systems emphasize high-quality learning environments and individualized support.

3. Staffing and Training

Both Head Start and DoD CDPs require staff qualifications, ongoing professional development, and comprehensive background checks. Each system maintains strict expectations for staff competency and continuous training.

4. Family Engagement

Head Start mandates family partnership agreements, parent involvement, and community collaboration. DoD CDPs emphasize family readiness, communication, and parent engagement. Both prioritize strong, consistent relationships with families.

5. Program Oversight and Accountability

Head Start governance includes a Board of Directors, Policy Council, and robust management systems. DoD CDPs require command oversight, inspections, accreditation, and continuous quality improvement. Both systems maintain structured oversight and compliance monitoring.

RISK MANAGEMENT PLAN

Community Action Program Committee, Inc. (CAPC) recognizes that effective risk management is essential to safeguarding its people, programs, and mission. The protection and well-being of all personnel, whether receiving services or delivering them on behalf of the agency, shall remain a primary organizational priority. This focus on safety and accountability extends to ensuring compliance with regulatory standards, maintaining continuity of critical services, protecting organizational assets, and preserving the trust of the community. By embedding these principles into daily operations and decision-making, CAPC strengthens its ability to anticipate, mitigate, and respond to risks, creating a safe and resilient environment for staff, clients, and stakeholders alike.

Risk Management Goals

1.Safety and Well-Being of Personnel

The protection and well-being of all individuals engaged in or receiving CAPC services shall remain a top priority. This emphasis on safety will be communicated consistently across the organization to ensure shared understanding and accountability.

2.Program and Service Continuity

CAPC will maintain strategies that align with our mission and minimize risks of disruption to critical services, ensuring that essential community programs continue to operate even in the face of emergencies or unexpected challenges.

3.Regulatory and Compliance Assurance

CAPC will uphold compliance with all applicable federal, state, and local requirements, as well as CSBG, LIHEAP, WAP, and Head Start program standards. Clear documentation and oversight will safeguard the organization against noncompliance risks.

4.Financial Stewardship and Asset Protection

CAPC will safeguard its financial resources, technology, property, and other organizational assets against misuse, fraud, or loss, ensuring funds are directed toward mission-driven activities that benefit the community.

5.Data Security and Confidentiality

CAPC will prioritize the protection of sensitive client and organizational data. Strong safeguards will be in place to prevent unauthorized access, ensuring the confidentiality and integrity of information.

6.Reputation and Community Trust

CAPC will actively manage risks that could impact the agency's reputation, credibility, and long-standing trust with the community, partners, and stakeholders.

7.Staff and Board Development

CAPC will promote ongoing training and communication to equip staff and board members with the knowledge and tools needed to identify, mitigate, and respond to risks effectively.

General Safety Principles:

The safety of all personnel engaged in, or receiving, CAPC-sponsored services is regarded as a top organizational priority. This commitment is consistent communicated across the agency to ensure a shared understanding of its importance. CAPC actively engages board members, policy council, staff, and other appropriate personnel in identifying potential risks and developing practical strategies for behavioral or environmental mitigation. By incorporating different perspectives, the organization strengthens its overall approach to risk management and ensures that responsibilities are clearly understood. Staff members are expected to uphold the confidentiality of client information, provide an environment that is safe and secure in all locations of all services. , preserve the integrity of the agency's reputation, and contribute to the safeguarding and growth of organizational assets, while remaining focused on the success fulfillment of CAPC's mission.

Please note a full copy of this Risk Management plan is available upon request.

Memo For the Record

Re: Data and Reporting

To whom It may concern:

The Community Action Program reports to The Office of Health and Human Relations and the Department of Children and Families regarding the administration and licensing for the Head Start Program.

The Community Action Program also reports to the Escambia Children's Trust for the recent grant awarded in November 2025.

CAPC reports on all other programs housed at the agency to The Department of Economic Opportunity.

CAPC recognizes the critical importance of maintaining uninterrupted computer operations to ensure the delivery of its services and programs. To mitigate the risk of data loss, system failures, or other disruptions, CAPC has adopted formal procedures for creating and securely storing system backups.

These procedures are designed to:

Protect Mission-Critical Data: Ensure that essential files, applications, and systems can be restored quickly in the event of loss or damage.

Maintain Business Continuity: Minimize downtime and service disruptions through timely recovery of systems and data.

Ensure Secure Storage: Store backup copies in secure, access-controlled environments—including off-site or cloud-based solutions—to protect against physical damage or cyber threats.

Support Compliance: Meet any applicable legal, contractual, or funding requirements for data retention and security.

Backups are created and tested regularly to confirm that files and systems can be restored reliably. This proactive approach allows CAPC to safeguard its information assets and maintain the continuity of its operations even in adverse circumstances.

Community Action Program Committee, Inc.
Financial Policies and Procedures Manual

INTRODUCTION

This is the *Financial Policies and Procedures Manual of Community Action Program Committee, Inc.* It is the official document of Community Action Program Committee, Inc. (CAPC) for the conduct of financial business and administration for grants and subgrants with the Federal government, State government and all other funding sources. Policies are approved by the Board of Directors.

It was developed to formalize the Agency's fiscal, financial and accounting practices. The implementation and enforcement of these policies is essential to safeguarding the Agency's assets, practices, and policies, which employees are expected to follow.

It is the intention of this Agency that practices and policies comply with all applicable Federal, State, and local regulations, including OMB Circulars A-110, A-122, A-133, 45 CFR Part 74, 45 CFR Part 92, and others.

PURPOSE

This purpose of this manual is to provide procedures for a basic accounting system which meets the accounting and financial management requirements of Community Action Program Committee, Inc.

IN ADDITION to its basic purpose, this manual will:

1. Provide procedural simplicity and thereby contribute to ease of implementation, understanding and use;
2. Provide a consistency in accounting and financial reporting procedures;
3. Provide the basis for adequate internal control;
4. Provide guidance and direction with respect to compliance with funding source financial reporting requirements; and
5. Provide a method for acquainting Agency personnel with an accounting procedural discipline

GENERAL

1. The Board of Directors *formulates* financial policies, *delegate's* administration of the financial policies to the administrative staff, and *reviews* operations and activities.
2. The Executive Director has responsibility for all operations and activities, including financial management.
3. The Chief Financial Officer is responsible to the Executive Director for all financial operations.

Community Action Program Committee, Inc.
Financial Policies and Procedures Manual

4. Program Directors are responsible to the Executive Director.
5. The lines of authority on the Agency's Organizational Chart will be followed by all employees.
6. Financial duties and responsibilities must be separated so that no one employee has sole control over cash receipts; disbursements; payrolls; bank reconciliations; etc.
7. Bookkeeping duties will be rotated among the Accounting Department employees, whenever possible.
8. All employees are required to take annual vacations (Accounting Staff will be required to take at least five consecutive days).
9. Separate Accountability for cash and expenses will be maintained as required by funding source regulations CAPC utilizes the MIP Fund Accounting Software and Microxi Requisition Software to achieve this purpose.
10. Any variances from the financial procedures documented within this manual must be approved in writing by the Executive Director.
11. All forms filled in by hand will be completed in ink. Most forms are available on-line.

Re: Marketing

A Head Start marketing plan focuses on community outreach, digital presence, and leveraging program benefits (free, comprehensive) to reach eligible low-income families, using tactics like local partnerships (clinics, schools), social media with authentic photos, print materials (brochures), targeted online ads, open houses, and word-of-mouth referrals to highlight child development, health, and family well-being services.

1. Digital & Online Presence

- **Website:** Professional, mobile-friendly site detailing services, eligibility, and enrollment.
- **Social Media:** Share authentic photos/videos (with permission), use local hashtags, tag locations (city/center), engage with community groups, and highlight success stories.
- **Online Reputation:** Encourage and showcase positive reviews on Google, Yelp, etc..
- **Email Marketing:** Build a list for newsletters on events, curriculum, and deadlines.

2. Community Outreach & Partnerships

- **Local Partners:** Collaborate with health clinics, food banks, WIC offices, libraries, and community centers for referrals.
- **Events:** Host open houses, family fun days, free workshops (parenting, health), or offer trial classes to build trust.
- **Print Materials:** Distribute multilingual brochures and flyers at key locations.

3. Leveraging the Head Start Brand

- **Highlight Benefits:** Emphasize free, high-quality, comprehensive services (education, health, nutrition, family support) for eligible families.

- **Use Official Resources:** Utilize flyers/brochures from [HeadStart.gov](https://www.headstart.gov).

4. Family Engagement & Referrals

- **Referral Incentives:** Reward current families for successful new enrollments.
- **Parent Involvement:** Showcase how parent participation is central to child success.

5. Targeting & Messaging

- **Target Audience:** Focus on low-income families with infants, toddlers, and preschoolers.
- **Messaging:** Focus on school readiness, child well-being, and empowering families.
- **Testimonials:** Feature stories from current families.

Memo For the Record

Re: Maintenance and Facility Improvement Request/Proposed timeline to become operational/Subcontractor Information

Maintenance requests be determined after site evaluation. The request will be Headstart regulated requirements. This includes a playground area outside with age-appropriate play equipment.

Timeline will be site evaluation

Scope design

Procurement for subcontractors

Award and in progress

Licensing

Estimated time 90 days with a target date of May 1, 2025, for opening

Subcontractor information will be determined after procurement

Memo For the Record

Re: References

Dr. Allyson Anderson, J.D. – Healthy Start Coalition 850-696-2291

Dr. Marcus McBride- Career Source 850-607-8700

Keith Leonard- Superintendent of Schools 850-469-6131

C

Business Automobile

Community Action Program Committee, Inc.

Issuing Company	Philadelphia Indemnity Insurance Company
Policy Term	12/1/2025 - 12/1/2026

AUTOMOBILE LIABILITY COVERAGE SYMBOLS

Symbol (1) ANY AUTO	Symbol (4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER	Symbol (7) AUTOS SPECIFIED ON SCHEDULE
Symbol (2) ALL OWNED AUTOS	Symbol (5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE	Symbol (8) HIRED AUTOS
Symbol (3) OWNED PRIVATE PASSENGER AUTOS	Symbol (6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW	Symbol (9) NON-OWNED AUTOS

Liability Limits

Coverage	Symbol(s)	Limit/Deductible
Liability	1	\$1,000,000 Combined Single Limit
Medical Payments	2	\$5,000 Each person
Uninsured Motorist	2	\$1,000,000 Combined Single Limit
Comprehensive/OTC	7 8	Per Schedule
Collision	7 8	Per Schedule
Towing		\$50 Limit
Personal Injury Protection (PIP)	5	\$10,000 Each accident
Hired Auto Liability	Y	FL
Non Owned Liability	Y	FL
Hired Physical Damage		Comprehensive Deductible: \$500 Collision Deductible: \$1,000

ATTACHED EQUIPMENT IS NOT AUTOMATICALLY COVERED BY THIS POLICY. Please advise us if you have Automobiles with Permanently Attached Equipment that requires coverage. Coverage is not automatic and must be addressed for each vehicle.

Additional Coverages included but not limited to:

Description	Limits	Deductible
Commercial Automobile Elite Endorsement		

Forms and Endorsements included but not limited to:

Form Number	Endorsement Name
PI-NOTICE-PIP FL 2 0322	Advisory Notice-Use Of Med Fee Sched For PIP Claims-FL
CADS03 1013	Business Auto Declarations
Auto Schedule 0100	Business Auto Schedule
Hired Or Borrowed Auto 0706	Schedule Of Hired Or Borrowed Covered Auto
CA0001 1013	Business Auto Coverage Form
CA0128 0825	Florida Changes
CA0267 0121	Florida Changes - Cancellation And Nonrenewal
CA2172 0825	Florida Uninsured Motorists Coverage - NonStacked
CA2210 0825	Florida Personal Injury Protection
CA9903 1013	Auto Medical Payments Coverage
PI-CA-001 0915	Commercial Automobile Elite Endorsement

Student Accident

Community Action Program Committee, Inc.

Insuring Company	Hartford Fire Insurance Company
Policy Term	12/1/2025 - 12/1/2026

Description	Limits
Accidental Dismemberment	\$10,000
Accident Medical Expense (Max Benefit)	\$20,000
Accidental Death Benefit (Max Benefit)	\$2,000
Maximum Dental Limit per tooth	\$1,000

Crime Limits

Community Action Program Committee, Inc.

Company	Travelers Casualty and Surety Company of America
Policy Term	12/1/2025-12/1/2026

CRIME COVERAGES:

Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention	Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention
A - Fidelity			F - Computer Crime		
1. Employee Theft	\$1,000,000	\$10,000	1. Computer Fraud	\$1,000,000	\$10,000
2. ERISA Fidelity	\$1,000,000	\$0	2. Computer Program and Electronic Data Restoration Expense	\$100,000	\$10,000
3. Employee Theft of Client Property	\$100,000	\$1,000			
B - Forgery or Alteration	\$1,000,000	\$10,000	G - Funds Transfer Fraud	\$1,000,000	\$10,000
C - On Premises	\$1,000,000	\$10,000	H - Personal Accounts Protection		
			1. Personal Accounts Forgery or Alteration	\$250,000	\$2,500
			2. Identity Fraud Expense Reimbursement	\$25,000	\$0
D - In Transit	\$1,000,000	\$10,000	I - Claim Expense	\$5,000	\$0
E - Money Orders and Counterfeit Money	\$1,000,000	\$10,000			

Insured's Premises Covered: Worldwide, except Not Applicable

Forms and Endorsements included but not limited to:

Form #	Form/Endorsement Name
ACF-7006-0511	Removal of Short-Rate Cancellation Endorsement
AFE-19038-1119	Premium, Tax And Surcharge Disclosure
CRI-19060-0713	Replace General Agreement E - Change of Control - Notice Requirements Endorsement
CRI-19072-0315	Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
CRI-19085-0919	Social Engineering Fraud Insuring Agreement Endorsement
CRI-19101-1117	Amendatory Endorsement for Certain ERISA Considerations
CRI-19115-0519	Telecommunication Fraud Insuring Agreement Endorsement
CRI-19118-0719	Blanket Client And Service Broker / Amend Definition Of Employee / Amend Client Property Location Endorsement
CRI-19122-1120	Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement
CRI-19132-0223	Replace Insuring Agreement F.2. Endorsement
CRI-4029-0210	Florida Changes Endorsement

Directors' & Officer's Liability Limits

Community Action Program Committee, Inc.

Insuring Company	Arch Insurance Company
Policy Term	12/1/2025 - 12/1/2026

Coverage Details

Coverage Form	Claims Made	
Aggregate	\$1,000,000	\$25,000
EPL includes 3rd party	\$1,000,000	\$35,000
Defense Inside or Outside Limits	Inside	
Additional Defense Limits (If Applicable)	Optional	
Pending and Prior Litigation Date	12/15/2003	

Retroactive Date: Subject to the prior acts date and all conditions and exclusions set forth in the policy form.

Exposures

Additional Coverages included but not limited to:

Description	Limits	Deductible
Employment Practices Liability	\$1,000,000	\$35,000
Fiduciary Liability	\$250,000	\$0
EPLI -Third Party Liability	\$1,000,000	\$35,000
Workplace Violence Coverage (EPLI Coverage Part)	\$250,000	\$0
Excess Benefit Transaction Excise Tax Sublimit	\$100,000	\$0
Crisis Management Costs for a Network Security Breach or Privacy Violation	\$100,000	\$0
Derivative Demands	\$250,000	\$0

Forms and Endorsements included but not limited to:



COMMACT-01

LGALICH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2025

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

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

PRODUCER Fisher Brown Bottrell, a Marsh & McLennan Agency, LLC 19 West Garden Street Suite 300 Pensacola, FL 32502	CONTACT NAME: Lacey Galich		
	PHONE (A/C, No, Ext): (850) 470-2678	FAX (A/C, No):	
	E-MAIL ADDRESS: Lacey.Galich@MarshMMA.com		
INSURED Community Action Program Committee, Inc. 1380 N. Palafox St Pensacola, FL 32501	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company		18058
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PHPK2626242008	12/1/2025	12/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2626242008	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Pensacola is an Additional Insured with regard to the General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

Technology Insurance Company, Inc.

A Stock Insurance Company

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 01 B
1 of 5
INFORMATION PAGE

Ncci Code: 39071

1. Insured:

Community Action Program Committee, Inc
2050 W Blount St
Pensacola, FL 32501

Other workplaces not shown above:

See Extension of Information Page

Producer:

Johnson & Johnson Inc., - Managers
200 Wingo Way, Suite 200
Mt. Pleasant, SC 29464

Policy Number: TWC4708012

☐ Individual ☐ Partnership

☐ Corporation or ☒ Other

Federal Tax ID: 591118735

Risk Id:

Renewal of: TWC4525650

2. The policy period is from 12/1/2025 to 12/1/2026 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
- | State | Bodily Injury by Accident | Bodily Injury by Disease | Bodily Injury by Disease |
|-------|---------------------------|--------------------------|---------------------------|
| | \$1,000,000 each accident | \$1,000,000 policy limit | \$1,000,000 each employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and State(s) Designated in Item 3.A
- D. This policy includes these endorsements and schedules: See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM

59,772

STATE ASSESSMENT

0

TOTAL ESTIMATED COST

59,772

Minimum Premium

1,154

Issue Date: 10/31/2025

Countersigned by: _____

Authorized Representative

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Community Action Program Committee, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 2501 W. Wright St.	Requester's name and address (optional)
6 City, state, and ZIP code Pensacola, Fl. 32505	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
1			-			-		
or								
Employer identification number								
5	9	-	1	1	1	8	7	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 1/5/2026
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

**CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS
RFP NO. 26-004**

ALICE S. WILLIAMS CHILDCARE

The City of Pensacola is seeking proposals from qualified firms to provide childcare services.

Regulatory and Insurance Compliance

- Each respondent must hold, or be eligible to obtain, a valid **Florida DCF Child Care License** prior to contract award. Proof of active or pending licensure must accompany the submittal.
- Respondents must provide evidence of **liability insurance** with minimum limits of \$1 million per occurrence / \$3 million aggregate, naming the City of Pensacola as an additional insured.
- A copy of the most recent **DCF inspection report** (if applicable) shall be included.
- Respondents shall certify compliance with the **Department of Defense Child Development Program standards (DoDI 6060.02)** and agree that, where standards differ, the more stringent applies.

Sealed and complete hardcopy proposals **with original or electronic signature**, and **FIVE (5) additional copies**, plus **one (1) complete and identical electronic copy** (single PDF) on flash drive, must be received no later than **December 12, 2025, 2:30 P.M.**, Central time, at the following location:

**City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing**

The OUTER PACKAGING of the sealed submittal package shall **identify the respondent, the RFP title, and the RFP number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after closing time will not be accepted. Multiple submittals from the same entity will not be accepted.

Alternatively, electronic responses may be submitted to [Demandstar](#) or [Central Bidding](#). Both sites require registration and varying fees for notifications and document downloads.

Those submittals received will be opened and publicly acknowledged the **following business day** (*December 15, 2025, 10:00 A.M., Central time*) via Microsoft Teams at the following link*: [Microsoft Teams proposal opening](#).

Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Addenda will be posted to the City's website. **Proposers are responsible for obtaining addenda and are advised to check the website frequently.** There is no cost to view or download documents from the City website.

In order to review the project requirements, an **optional** pre-bid meeting will be held at **9:00 A.M.**, Central time, **November 21, 2025**, at Alice S. Williams Library, 1015 N. E Street, Pensacola, FL 32501.

A proposal tabulation with a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Proposers are advised to check the website frequently.

Any questions concerning the proposal should be addressed and submitted in writing **no later than 10:00 A.M.**, Central time, **December 2, 2025**, to:

Dedria Lunderman, Purchasing Manager
City of Pensacola
222 W. Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

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 email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event to allow the City time to provide the requested services.

Award of this contract is contingent upon verification of full compliance with Florida Administrative Code 65C-22 and Department of Defense Child Development Program (DoDI 6060.02) requirements.

The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item number when applicable, to waive any proposal informalities and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

*Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the following link: [Microsoft Teams System Requirements Check.](#))

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

SCHEDULE OF EVENTS (subject to change)

Date	Activity
November 7, 2025	Publish RFP
November 21, 2025	Pre-Proposal Meeting
December 2, 2025	Deadline for Questions
December 12, 2025, 2:30 PM	Proposal Deadline
December 15, 2025, 10:00 AM	Proposal Opening
December 19, 2025 (TBD)	Evaluation Committee Meeting Distribution of Materials. City may invite DCF regional licensing representatives or early-childhood subject-matter experts (non-voting) to observe proposal presentations to ensure regulatory alignment.
January 7, 2026 (TBD)	Evaluation Committee Meeting* Written Proposal Ranking/Shortlisting <i>*Recommendation of Contract Award may be made at this meeting</i>
January 22, 2026 (TBD)	Evaluation Committee Meeting Oral Presentations (if needed) Recommendation for Contract Award

All times are Central time.

INSTRUCTIONS AND GENERAL SPECIFICATIONS

- A.** Firms responding to the RFP must be available for formal presentations/interviews to the Selection Committee.
- B.** Sealed proposals must be submitted in the proposal format outlined as part of these Instructions and General Specifications. Proposal documents include at a minimum:
- Proposal response in stated format
 - Proposal form(s) provided by City
 - Required City forms
 - Acknowledgement of addenda
- C.** Submittals must be typed or printed. All corrections made by the respondent prior to the opening must be initialed and dated by the respondent. No changes or corrections will be allowed after submittals are opened.
- D.** **Any addendum issued will be made available on the City's website at <http://www.cityofpensacola.com/bids.aspx>. Interested proposers are advised to check the site frequently.**
- E.** The City of Pensacola is not liable for any costs incurred by any interested party in responding to this RFP.
- F.** Notwithstanding anything else stated herein, the City reserves the right to modify the proposal documents, including the Agreement, by issuing addenda to be posted on the City's website.
- G.** These instructions, specifications, and statements accompanying the proposal, the proposal itself, and any addendum issued, shall be included in the Agreement that will be entered into for this service.
- H.** By responding to this solicitation, each Respondent warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

BACKGROUND AND PURPOSE

The City of Pensacola (“City”) is soliciting proposals from qualified childcare operators to establish and operate a high-quality infant care program at the **Alice S. Williams Library, 1015 North E Street, Pensacola, Florida 32501**.

The program will serve **approximately, but not limited to, twenty-four (24) infants ages 0–1** in newly renovated historic space. The selected provider will operate under a lease agreement with the City, with annual reviews and the potential for a multi-year property lease extension.

The Alice S. Williams Library building was renovated in late 2025 and offers:

- **Approximately 1,200 square feet** of usable childcare space accessible by the respondent.
- **Approximately 275 square feet** dedicated for training and community services (not direct childcare) – see **Exhibit A**. This will not be used for direct childcare services and is expected to be accessed by multiple community partners and remain accessible.
 - Use of Adjacent Room
 - The adjacent room designed for providers is shall not be used for supply storage, staff usage, or related support functions. This space must always remain accessible for providers and shall not be used by the respondent for direct childcare services, childcare classroom activities, or as an extension of childcare space.
 - Compliance Requirement:
 - Failure to adhere to this requirement may result in disqualification from consideration or, if awarded, termination of the contract.

The City’s goals are to:

- Increase access to **high-quality infant care**.
- Provide a **community space** for caregivers and families.
- Support **healthcare screenings, diagnostics, preventative care, education, and workforce development**.
- Expand access to existing local 0–5-year providers, potentially decreasing community wait times for care, especially infant care.

- Establish a model facility meeting or exceeding Department of Defense Child Development Program (DoD CDP) and Florida DCF Gold Seal Accreditation standards. This includes ratios not to exceed 1:4 for infants (0–12 mo) and 1:5 for pre-toddlers (13–24 mo), with a maximum group size of eight children.”

SCOPE OF SERVICES

Licensing & Compliance

- Maintain DCF compliance and City contractual requirements.
- Provide access to all data, records, and staff information upon request and deemed necessary by the City.
- Operator shall comply with the more stringent of DCF or DoD standards in all cases.
- Ratios must not exceed 1:4 for infants and 1:5 for pre-toddlers; group size maximum 8.”
- The City may conduct quarterly compliance audits with DCF and public safety representatives.

Operations & Communication

- Collaborate with the City’s point of contact.
- Disclose all staff members to the City prior to direct contact with youth.
- Support **educational partnerships** (teachers, interns, trainees).
 - May not include “volunteer” helpers, “counselors in training”, youth under the age of 18 who are not in a formalized and approved program by the City of Pensacola, or any other individuals who are not recorded as a staff person or on record as a student and properly screened.
- Collaborate with providers/researchers in adjacent spaces.
- Interns and trainees must complete **Level II background screenings prior to any direct contact with children**. They must also complete orientation and onboarding to ensure understanding of all relevant **health, safety, and child-development protocols before participating under supervision**. Interns and trainees **may not be left alone with children** until all required coursework and certifications are completed. However, **structured supervision by trained and certified staff** allows them to gain valuable hands-on experience while maintaining full compliance with DCF and national standards

Access & Security

- Provide the City with a **facility key and code for any pin pads for digital entry**.
- Ensure City access to the building upon request.
- The City will have access to cameras that have access to direct childcare services at all times.

Data & Reporting

- Share demographics, enrollment, staffing, and operations data.
- Support City evaluation and reporting efforts as deemed by the City.
- Operator will submit quarterly reports including enrollment data, incident logs, staff turnover, training hours, and inspection results.

Facility & Partnerships

- Specify “1,200 sq. ft. usable child-care space = minimum 35 sq. ft. per child, currently providing ~50 sq. ft./child, exceeding state and DoD requirements.
- Coordinate with the City for use of the **275 sq. ft. training/service space** and shared facilities.
- Participate in community and educational initiatives.
- Operator must certify all infant sleep areas meet Safe Sleep and Sudden Infant Death Syndrome (SIDS) prevention requirements per DCF Rule 65C-22.006 and DoDI 6060.02.

Lease & Maintenance

- Enter into a **lease agreement** with the City (sample lease attached as **Exhibit B**).
- Facility modifications impacting child-safety features (cribs, HVAC, play areas) require City and DCF approval prior to execution.

Identify proposed facility improvements, including City funding requests if applicable.

Contract Term

The contract time for the scope of services will be for a period of one (1) year with an option which may be exercised by the City to renew annually at the same rates and under the same conditions for up to two (2) additional 1-year terms upon provision of written notice to the Contractor at least 30 days prior to the expiration of the contract.

In addition to the City's right to terminate for convenience, failure by the Contractor to provide qualified personnel, maintain staffing levels, or meet performance standards outlined in this contract may be considered causes for termination.

Minimum Qualifications

All respondents must:

- Hold and maintain **Gold Seal Quality Care Accreditation**. (If the respondent does not currently possess the Gold Seal Quality Care Accreditation, please attach an addendum that articulates how accreditation will be achieved. Receipt of accreditation must be provided within six months of award, or this may be considered cause for termination.)
- Accept and be able to process **military and federal childcare vouchers, which may include but are not limited to Military Child Care in Your Neighborhood (MCCYN), Child Care Aware of America, and Florida's School Readiness of Program (SR)**. (If the respondent does not currently possess the ability to accept and process military and federal childcare vouchers, please attach an addendum that articulates how this will be achieved. Receipt of supporting documentation of ability to accept and process military and federal childcare vouchers must be provided within six months of award, or this may be considered cause for termination.)
- Be a **valid corporate entity registered with the Florida Department of State**.
- Meet all **Florida Department of Children and Families (DCF) licensing guidelines**.
- Have **no Class I violations** within the past two (2) years.
- Have **fewer than three (3) Class II violations** within the past two (2) years.
- Not have been cited for the same **Class III violation three (3) or more times** or for failure to correct within the required timeframe.
- Maintain or actively pursue accreditation recognized by the National Association for the Education of Young Children (NAEYC) or equivalent federal standard.
- Maintain written emergency plans for fire, severe weather, lockdown, and medical events; drills shall occur monthly and be documented.

Restrictions on Reapplication and License Transfers

- Any individual who has owned, operated, or managed a childcare facility that incurred Class I, multiple Class II, or repeated Class III violations shall not be

eligible to reapply under another person's or entity's license for the purpose of continuing operations.

- The Respondent must fully disclose all current and prior ownership interests, management roles, or controlling interests in any childcare facility licensed in Florida.
- Failure to disclose such information shall be grounds for disqualification, contract termination, or license denial.

Certification of Compliance

- The Respondent shall certify that no person with ownership, management, or controlling interest in the facility has had a childcare license revoked, denied, or terminated by DCF due to violations.
- Any attempt to transfer, restructure, or rebrand operations for the purpose of avoiding accountability for prior violations will result in immediate termination of any awarded contract and may be referred to the appropriate regulatory authority.
- All childcare staff must pass a Level 2 background screening, which includes fingerprinting and checks against state and federal criminal databases.
- Agree to **periodic inspections** by DCF and/or local licensing authorities.
- Demonstrate the ability to serve approximately but not limited to 24 **infants ages 0–1**.
- Have a minimum of 40 hours of DCF approved training completed covering topics such as child growth, behavioral observation, and health and safety procedures.
- Additional brain development and early childhood training will be regularly available and must be attended as a part of professional development for the operator and staff who will have direct childcare access.
- All staff must be CPR and First Aid certified prior to having direct contact with young people.
- Ability to articulate emergency preparedness plan, conduct regular safety drills with staff and children, and willingness to meet with City of Pensacola staff (may include but not limited to sanitation, fire safety, and emergency preparedness) to create appropriate plans to ensure the safety and well-being of the children in the care of the operator and stay updated on the latest regulations and guidelines to comply with state and local laws.
- Childcare administrator must possess DCF Staff Credential and a Director Credential.

Preferences

- Preference will be given to providers who:
 - Possess or employ, as a full-time staff member, a **Licensed Clinical Social Worker (LCSW)** or **Licensed Master Social Worker (LMSW)**.
 - Possess National Administrator Credential (NAC)
 - Undergraduate or graduate degree specific to education, social work, or psychology

SUBMITTAL FORMAT

Submittals shall be in the format described below. The selection criteria and points used in ranking the submittals are noted in the attached Evaluation Sheet. Submittals are limited to forty (40) pages (preferably numbered). **The page count excludes the cover, cover letter, table of contents, section dividers that contain no text other than labels, and any City-provided form.** Submittals should be concise and reader friendly. Each section in the submittal should follow the format/organization noted in this section. Proposal packages will be evaluated, and a selection made, using the following criteria.

An Authorized Representative of the firm shall sign submittals. All information requested must be submitted. Failure to submit all information may result in a lowered evaluation score of the submittal. At its discretion, the City may waive minor discrepancies or reject submittals substantially incomplete or lacking key information.

Tab A: Introduction

1. Cover letter (max. 2 pages) signed by an Authorized Representative of the firm
2. Table of contents

Required City Forms

3. Signature Page
4. State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)
5. 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
6. 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
7. Drugfree Workplace Certificate
8. Veteran Business Enterprise Statement
9. Minority/Women Business Enterprise Statement
10. Small Business Enterprise Statement
11. Acknowledgement of addenda (signed signature pages of addenda)
12. Required Documents Acknowledgement

Tab B: Services

Proposal Requirements

Each proposal must include:

1. Organizational Profile & Background: Describe the Company's organization and general background.
2. Proof of Licensing & Gold Seal Accreditation

3. Staffing Plan (including LMSW/LCSW if applicable)
4. Military Voucher Acceptance Plan
5. Community Partnership Experience
6. History and Experience: Describe any other similar involvement in which services proposed in the reply were delivered to other customers (either private or public). Cite any important similarities or differences.
7. Ability to Provide Services: Provide a detailed description of the Company's ability to provide the services the City desires. If multiple individuals will be involved, include specific details regarding each individual and his or her relevant tasks. Also:
 - Provide the company's current work location if any (physical address).
8. Operational Plan (daily schedule, staffing, enrollment processes with emphasis on underserved populations)
9. Risk Management & Safety Protocols
10. Data & Reporting Plan
11. Financial Health and Stability Plan
12. Marketing & Advertising Plan
13. Maintenance & Facility Improvement Requests
14. References (minimum three): Supply reference summaries for three (3) professional references. Ensure the list of references has complete contact information.
15. Proposed Timeline to become operational
16. Subcontractor information (if applicable)

Tab C: Licenses

Provide documentation of all required licenses.

EVALUATION CRITERIA

I. Experience, References, Services, Community Experience & Relationship (35 Points)

- a. General experience and qualifications of the operator to be assigned to the project
- b. Past performance of the organization and the personnel to be assigned based on the evaluations and references provided
- c. Demonstrated organizational experience- specifically experience in designing, starting up, and operating a childcare center
- d. Respondents' ability, capacity, and skill to perform or provide the required services listed in the RFP
- e. The required references, experience in providing childcare, day-to-day operations, ability to obtain proper licensing and protocols for risk management related to caregiving, safety for children, providers and staff members
- f. Quality of Respondent's plan
- g. Procedures for communication and engagement with caregivers (managing waitlists, caregiver involvement, etc.)
- h. Demonstrated capacity to meet DoD and Florida DCF Gold Seal standards.

II. Personnel Qualifications, Training and Operational Approach (25 Points)

- a. General experience and qualifications of the personnel to be assigned to the project
- b. Provisions for professional growth
- c. Use of volunteer procedures
- d. Grievance procedures for employees
- e. Written job descriptions and titles for each positions defining the qualifications, duties, lines of authority and position type as "direct care" or "non-direct care"
- f. Overall quality of the infant and childcare program.
- g. Respondent's plan, design, and operational philosophy
- h. Evidence of infant specialization training and Safe Sleep certification.

III. Ethics, Rental Fee, Tuition Schedule, Cost Effectiveness, Value, Teacher Salary, Licensing, City Priorities & Timeline (25 Points)

- a. Respondent's fee proposal in consideration of teacher salary, tuition, ability to accept subsidies, and other financial solutions for underserved students and families.
- b. Respondent's timeline for operating.
- c. Proposed fee structure and operational cost proposal- degree to which the operational budget is realistic and viable, and the degree to which fee structure is affordable to users. Projected ability of the organization to maintain and financially viable childcare center.
- d. Demonstrated ability to accept federal military vouchers and subsidy programs without disruption.

- IV. **Marketing, Advertising, Improvement, Maintenance & Lease** **(15 Points)**
- a. Respondent's marketing and advertising plan.
 - b. Advertising channels and campaigns identified.
 - c. Campaign duration.
 - d. Marketing budget and timeline.
 - e. Respondents' improvements and maintenance requests.
 - f. Any requested changes to the Standard Lease and insurance requirements will count against the bidder.
- V. **Exceeds DoD/DCF Standards** **(5 Points)**
- a. Respondent demonstrates capacity or existing performance that exceeds both the Florida Department of Children and Families (DCF) and Department of Defense (DoD) Child Development Program standards, including but not limited to:
 - i. Enhanced staff-to-child ratios or reduced group sizes.
 - ii. Accreditation beyond Gold Seal (e.g., NAEYC, NAC, or equivalent).
 - iii. Documented quality-assurance processes modeled on DoD inspection cadence (quarterly reviews).
 - iv. Expanded professional development (safe sleep, trauma-informed care, early brain development).
 - v. Integration of data-driven outcomes for child health, safety, and family engagement.
- VI. **Certification as or partnership with an MBE/SBE/WBE** **(3 points)**
- a. Indicate whether the firm is itself or is partnered with any City-certified Minority / Small / Woman-Owned Business Enterprise.
- VII. **Certification as or partnership with a VBE** **(2 points):**
- a. Indicate whether the firm is itself or is partnered with any City-certified Veteran-Owned Business Enterprise.

Total points available: 110

Terms & Conditions

- The City reserves the right to reject any or all proposals, waive irregularities, and negotiate with proposers.
- Respondents must comply with **local, state, and federal regulations**.
- Ethical standards apply (see full **Representation Regarding Ethical Standards** clause).
- Respondents must comply with **Florida Public Records Law, Chapter 119, F.S.** All proposal materials become City property unless otherwise requested at submission.

EVALUATION

A selection committee will rank the submittals using the evaluation sheet for the written submittals. Members will score each proposal in accordance with the criteria established in this RFP. The committee may then recommend award of contract to the Mayor or it may invite between two and five of the top-scoring firms for presentations/interviews.

If continuing presentations/interviews, committee members will rank the firms, with one (1) being best, two (2) being second-best, etc. The firm with the lowest combined score will be determined the best firm. Should there be a tie between firms, the firm with the highest aggregate score from the written evaluation shall be determined the best firm. The committee will then recommend to the Mayor award of the contract to the top-ranked, best firm.

INSURANCE AND INDEMNIFICATION
(FULL TEXT TO BE ADDED BY ADDENDUM)

- ☐ *General Liability \$1 million per occurrence / \$3 million aggregate.*
- ☐ *Sexual Molestation and Abuse Coverage \$1 million per occurrence.*
- ☐ *Workers Compensation per Florida Statutes.*
- ☐ *Automobile Liability (if transporting children).*
- ☐ *Professional Liability (Early Childhood Education) \$1 million.*
- ☐ *Certificate of Insurance to City annually.*
- ☐ *Indemnification to cover “acts, omissions, or negligence of operator or staff in care of children.”*

M/WBE, SBE, VBE

Minority/Women Business Enterprise: The Pensacola City Council has adopted a Minority/Women Business Enterprise Ordinance #04-15. This ordinance encourages participation of minority and woman-owned business in the City procurement process. Minority or Woman-Owned Business Enterprise (M/WBE) is defined as:

- a business located in the Pensacola Regional Area (Escambia, Okaloosa, Santa Rosa, Walton Counties, and Mobile, AL.)
- which is at least 51 percent owned by one or more minority/woman individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership is by one or more minority/woman individuals who are U.S. citizens or legal resident aliens,
- and for which both management and daily business operations are controlled by one or more minority/woman individuals.

Small Business Enterprise: The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

- an independently owned and operated business concern located in Escambia or Santa Rosa County,
- which employs 50 or fewer permanent full-time employees,
- and which has a net worth of not more than \$1,000,000. As applicable to sole proprietorships, the \$1,000,000 net worth shall include both personal and business investments.

Veteran Business Enterprise: The Pensacola City Council has adopted a Veteran Business Enterprise Ordinance #09-15 providing a “preference” for veteran-owned businesses that have been:

- certified by the State of Florida, through the Department of Management Services, and;
- which are located in Escambia or Santa Rosa County.

The impact of the ordinance is that proposals or quotes received by certified veteran-owned businesses will be given a preference for award, if their bid or quote is within certain percentages of the lowest responsible bid submitted by a non-veteran business. If the lowest and most responsible bid or quote is submitted by a certified veteran-owned business or a certified woman-owned or minority firm, then the preference shall not apply. In addition to bids and quotes, Requests for Proposals (RFPs) or Requests for Qualifications (RFQs), will provide two (2) percentage points in proposal scoring for proposals received by a certified veteran.

If your company meets the criteria of a Minority/Women Business Enterprise, Small Business Enterprise or Veteran Business Enterprise as defined above, please include this information in your response.

**REQUEST FOR PROPOSALS
CONTRACTUAL SERVICES
GENERAL CONDITIONS**

To ensure acceptance, all proposers submitting proposals to the City of Pensacola shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and proposals not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe items or services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the proposal. The proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible proposer submitting the most responsive or best alternative proposal for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.
4. **Proposal (RFP) Bond:** None.
5. **E-Verify System (Mandatory):** 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.
6. **Exceptions to Specifications:** In order that equal consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor or City Council is the final authority in determining the acceptability of any exceptions to specifications.

7. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
8. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Proposals Page. Inquiries must refer to the proposed item(s) or service(s) and the date of the proposal submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
9. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability. Operator shall abide by all applicable provisions of Florida Administrative Code 65C-22 (Child Care Facilities) and DoDI 6060.02 (DoD Child Development Programs). In any conflict, the more stringent standard shall apply.
10. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded proposer shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org). License renewal documentation must be furnished to the City within ten (10) days of issuance.
11. **Mistakes:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the proposer's risk. Unit prices proposed will govern in award.
12. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.

- 13. Permits and Taxes:** The proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Proposers who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.
- 14. Prohibited Conduct by Proposers:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
- 15. Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
- 16. Protests:** Protests of the plans, specifications, and other requirements of requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of proposal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.
- 17. Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).
- 18. Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.
- 19. Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119,

Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

20. Rejection of Proposals: The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

21. Sealed Response: All executed City forms must be submitted. All responses must be signed by an authorized representative of the proposer.

A. Hardcopy response: In the event more than one submittal deadline is scheduled for the same date and time, do not include responses concerning different sets of specifications within the same envelope. The face of the sealed envelope shall be plainly marked identifying the responder, the bid/RFP/RFQ title and number. It shall be the sole responsibility of the respondent to assure receipt of the submittal at the Purchasing Office prior to the published time for the submittal deadline.

B. Electronic response: Respondent may submit an electronic submittal to the sites mentioned on page 1. Offers by telephone, fax, or email will **NOT BE ACCEPTED**.

22. Tax: The City of Pensacola is exempt from all State and local sales tax.

23. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected via delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services. City may terminate immediately for any threat to child safety or regulatory non-compliance.

24. Unauthorized Aliens: The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

25. Venue: Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.
--

RFP No. 26-004

Alice S. Williams Childcare

Signature Sheet

The undersigned, as Proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the specifications.**

Survey: How did you obtain this solicitation?

☐ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: _____

Signature _____ Date: _____

Printed Name: _____ Title: _____

Company: _____ Address: _____

Telephone: _____ City: _____

Fax: _____ State: _____ Zip: _____

E-mail: _____

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____
Vendor FEIN: _____ Phone Number: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Email Address: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name:_____

Date:_____

Authorized

Signature:_____ Printed Name:_____

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE PROPOSALS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the Workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the Workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free Workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

VETERAN BUSINESS ENTERPRISE STATEMENT

In order to foster economic development and business opportunities for service- disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third-party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below:
If not, please mark N/A.

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

For a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

Respondent's Name:	Respondent's Principal Place of Business

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

<u>NAME OF MWBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be in Escambia or Santa Rosa County.

If your firm meets the criteria above, please provide the requested information below.

VENDOR QUESTIONNAIRE

Name of Business_____

Address_____

Owner(s)'s Name(s)_____

OR

If your firm is partnering with or subcontracting with a certified SBE, please provide the information requested below.

<u>NAME OF SBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

REQUIRED DOCUMENTS INCLUSION ACKNOWLEDGEMENT
Bid/RFP/RFQ # 26-004

Purchasing Forms (*Purchasing will verify inclusion of required Purchasing forms*)

	Initials
1) Signature Page	_____
2) State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)	_____
3) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	_____
4) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	_____
5) Drugfree Workplace Certificate	_____
6) Minority/Women Business Enterprise Statement	_____
7) Veteran Business Enterprise Statement	_____
8) Small Business Enterprise Statement	_____
9) Acknowledgement of addenda (signed signature pages of addenda)	_____
10) Required Documents Acknowledgement Form	_____

Department-required Documents (*Dept will verify validity of documents*)

	Initials
1) Gold Seal Quality Care Accreditation	_____
2) Proof of active/pending Florida DCF Child Care License	_____
3) Evidence of liability insurance with minimum limits of \$1 million per occurrence / \$3 million aggregate, naming the City of Pensacola as an additional insured.	_____
4) Copy of most recent DCF inspection report (if applicable)	_____
5) Certification of compliance with Department of Defense Child Development Program standards (DoDI 6060.02). Agree that, where standards differ, the more stringent applies.	_____

Company Name: _____

Authorized Officer's Name: _____ Title: _____

Signature of Officer: _____ Date: _____

FAILURE TO INCLUDE THIS FORM MAY DISQUALIFY THE SUBMITTAL.

STATEMENT OF NO RESPONSE
Bid/RFP/RFQ # 26-004

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to purchasing@cityofpenscola.com. Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to the solicitation for the following reason(s):

SPECIFICATIONS

- ☐ Specifications too "tight" (i.e., limited to one brand or manufacturer)
- ☐ Specifications unclear
- ☐ Unable to meet specifications

NATURE OF AWARD

- ☐ Insufficient time to respond
- ☐ Equivalent options not offered
- ☐ Other (please explain below)

Explanation:

We request to:

- ☐ remain in this service category for future City of Pensacola solicitations.
- ☐ be removed from this service category and remain on the City's solicitation list.
- ☐ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Fax: (____) _____

Email: _____

Signature of Officer: _____ Date: _____

**EVALUATION SHEET
RFP NO. 26-004**

ALICE S. WILLIAMS CHILDCARE

Name of Firm: _____

Reviewer: _____

	<u>Possible Points</u>	<u>Points Given</u>
1. Experience, References, Services, Community Experience & Relationship	35	_____
2. Personnel Qualifications, Training and Operational Approach	25	_____
3. Ethics, Rental Fee, Tuition Schedule, Cost Effectiveness, Value, Teacher Salary, Licensing, City Priorities & Timeline	25	_____
4. Marketing, Advertising, Improvement, Maintenance & Lease	15	_____
5. Exceeds DoD/DCF Standards	5	_____
6. Certified as or partnered with MBE, SBE, WBE	3	_____
7. Certified as or partnered with VBE	2	_____
TOTAL POINTS	110	_____

Notes: _____

**CONTRACT BETWEEN CITY OF PENSACOLA AND
[xxxCONTRACTORxxx]
BASED UPON REQUEST FOR PROPOSALS #_____**

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 _____, ("Contractor"), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the City solicited for Request for Proposals #_____, on _____, 20__ ("RFP"), for _____, 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 "RFP Documents"); and

WHEREAS, in response to the RFP Documents, the Contractor submitted to the City a proposal dated _____, 20__, 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 RFP 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. 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 _____ (\$_____) 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? ☐ Yes ☐ 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. 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.

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 _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

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

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: _____

EXHIBIT A

RFP DOCUMENTS ON FILE IN _____

DRAFT

EXHIBIT B

PROPOSAL

The pages following Exhibit B are the documents comprising the Proposal dated, _____, 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

Addendum Date: December 1, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

ALICE S. WILLIAMS CHILDCARE

RFP No. 26-004

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL
AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**

Company:_____ Date:_____

Authorized
Representative:_____ Title:_____
Printed Name

Signature:_____

1. A revised Schedule of Events is attached.
2. Attached as part of this addendum and made a part of the RFP hereby are the Insurance and Indemnification requirements.
3. Questions from the pre-proposal meeting and their answers are attached.
4. The pre-proposal attendance list is attached.

SCHEDULE OF EVENTS (subject to change)

Date	Activity
November 7, 2025	Publish RFP
November 21, 2025	Pre-Proposal Meeting
December 2, 2025	Deadline for Questions
January 6, 2026, 2:30 P.M.	Proposal Deadline
January 7, 2026, 10:00 A.M.	Proposal Opening
January 22, 2026 10:00 A.M. City Hall 1st floor conference room 222 W. Main Street, Pensacola, FL 32502	Evaluation Committee Meeting Distribution of Materials. City may invite DCF regional licensing representatives or early-childhood subject-matter experts (non-voting) to observe proposal presentations to ensure regulatory alignment.
February 4, 2026 1:00 P.M. City Hall 1st floor conference room 222 W. Main Street, Pensacola, FL 32502	Evaluation Committee Meeting* Written Proposal Ranking/Shortlisting <i>*Recommendation of Contract Award may be made at this meeting</i>
February 19, 2026 9:00 A.M. City Hall 2nd floor conference room 222 W. Main Street, Pensacola, FL 32502	Evaluation Committee Meeting Oral Presentations (if needed) Recommendation for Contract Award

All times are Central time.

INSURANCE AND INDEMNIFICATION

GENERAL

Before starting and until termination of work for, or on behalf of the **City**, the Contractor shall procure and maintain insurance of the types and limits specified.

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

COVERAGE

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

Worker's Compensation

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

Commercial General, Umbrella Liability, Professional Liability, Sexual Abuse and Molestation (SAM) Coverages

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. **Minimum limits of \$1,000,000 per occurrence / \$3,000,000 aggregate**, and per accident, for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, contractual liability, products and completed operations (including pollution related claims), independent contractors, and property damage resulting from, explosion, collapse or underground (x,c,u) exposures. The coverage shall

be written on occurrence-type basis. **Hired and non-owned vehicles must be endorsed to the Commercial General Liability Policy unless contractor purchases and maintains a sperate auto liability policy.**

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. **Coverage only required if Contractor owns vehicles or provides transportation services.**

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

Sexual Abuse and Molestation coverage must be provided for sexual misconduct, abuse, or molestation. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This coverage can be written on a claims made policy. Contractor agrees to purchase and reinstate coverage in the event policy limits are impaired by reason of claim.

Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided under, or associated with this contract. Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate must be provided.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

Except for Workers' Compensation and Professional Liability, all other insurance policies described above shall name the City as additional insured.

INSURANCE OF THE CONTRACTOR PRIMARY

The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY

The Contractor shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Contractor shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all 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 and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Contractor agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

GOVERNING LAW AND VENUE

This Contract is governed and construed in accordance with 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 the Contract. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

Questions and Answers

- Q. Is it a disqualifier if there is not the ability to accept military/DOD vouchers?
- A. Yes. Operators must *“Accept and be able to process military and federal childcare vouchers, which may include but are not limited to Military Child Care in Your Neighborhood (MCCYN), Child Care Aware of America, and Florida’s School Readiness of Program (SR). (If the respondent does not currently possess the ability to accept and process military and federal childcare vouchers, please attach an addendum that articulates how this will be achieved. Receipt of supporting documentation of ability to accept and process military and federal childcare vouchers must be provided within six months of award, or this may be considered cause for termination.)”*
- Q. Headstart is federally funded and only serves caregivers that are low- income and receives vouchers. They might be military families but do not need military vouchers due to their low income. Therefore, we do not currently accept military vouchers. Would this be a disqualifier?
- A. Yes. However, there is the ability for Headstart to participate in military voucher programs for extended care or wraparound care. This would have to be approved by the military’s fee assistance program.
- Q. Is it a disqualifier if the operator is not Gold Seal certified?
- A. Yes. Operators must *“Hold and maintain Gold Seal Quality Care Accreditation. (If the respondent does not currently possess the Gold Seal Quality Care Accreditation, please attach an addendum that articulates how accreditation will be achieved. Receipt of accreditation must be provided within six months of award, or this may be considered cause for termination.)”*
- Q. What if we meet all the criteria for Gold Seal Quality Care Accreditation but do not have the accreditation?
- A. The RFP allows the ability to *“attach an addendum that articulates how accreditation will be achieved”*.
- Q. Does the Gold Seal Certification have to be NAEYC certification?
- A. No. There is not a specified certification within Gold Seal.
- Q. Has the physical space been measured?
- A. Yes. A site visit and building floorplan were made available during the walkthrough.
- Q. Has DCF Licensing come into and inspected the building?
- A. No. DCF has not conducted a licensing inspection or official capacity determination. The building is under construction and is not ready for occupancy. The capacity estimates were formulated using DCF Childcare Licensing policy and Florida State Statute (construction specs, state requirements of 35 square feet per child, and infant ratios of 1:4).
The City of Pensacola used architectural drawings and DCF space requirements to generate early estimates. Final usable- space calculations will be made by DCF during the licensing process.

- Q. Are there other initiatives from the City of Pensacola that will be awarded to the operator?
- A. No additional direct financial incentives are currently included beyond the lease. Educational partnerships and community partnerships are being explored. Opportunities may emerge through the Mayor's Childcare Access Program. Any additional support will depend on sustainability and availability of resources.
- Q. Is the City expecting the operator to prioritize profitability?
- A. The primary goal is to increase safe, high-quality childcare access particularly for infants. Financial or business model questions should be directed to external business consultants (e.g. the Small Business Development Center at UWF).
- Q. What is the City of Pensacola doing to improve the financial feasibility of operating a childcare center that focuses on infant care?
- A. The City plans to provide the use of the building at a decreased lease, which significantly reduces overhead costs. This leaves the operator primarily responsible for labor costs.
- Q. Will the building be fully furnished by the City of Pensacola prior to occupancy before the bid is awarded?
- A. No.
- Q. What rooms in the facility are intended for childcare are which rooms are intended for parent or staff services?
- A. There is one primary childcare room that is the largest space to be used for direct childcare services. There is one smaller room that may be used for additional services such as but not to be limited to services such as caregiver services, preventative screenings, staff training, but not direct childcare services. There is a kitchen, restrooms, and an entry room. The building is equipped with WiFi, cameras, and up to fire code.
- Q. Is there an internal team making decisions about Alice S. Williams Library?
- A. There was no standing task force prior to the RFP. Planning has been led by the Office of the Mayor and staff overseeing childcare access initiatives, informed by Childcare Summit feedback. A selection committee is in place for this RFP.
- Q. Where did the decision to focus on infants originate?
- A. The decision came from broad data showing the extreme shortage of infant care. Items included but were not limited to facility suitability analysis, DCF safety and fatality data, community need, slot availability review, and workforce and economic development goals.
- Q. Why is Alice S. Williams Library focusing on infants 0-1?
- A. Data from the Childcare Summit, DCF statistics, and the City's feasibility analysis show that 0-1 is the most needed childcare age group in Pensacola with the fewest available slots. Infant fatalities and safety incidents statewide and in our Circuit are highest in this age bracket. Parents begin searching for accessible childcare for their infants during pregnancy and often without locating an available slot. This facility is best suited for infant care versus other age ranges at this time.

- Q. Will UWF, PSC, or high school career academy programs be sending students to the center to complete required field hours?
- A. There has been interest expressed, but no guaranteed staffing pipeline can be promised. The goal is that partnerships will continue developing, and operators will have opportunities to host students for practicums, internships, and clinical hours.
- Q. Will the center primarily serve families that utilize vouchers?
- A. As there are no families yet enrolled, it is too early to determine. Based on income data from the Haas Center study and the surrounding area's demographics, it is likely that the center will likely serve caregivers that utilize vouchers. However, enrollment policies will be determined by the operator to ensure accessibility and fairness.
- Q. Will this center solve the childcare shortage?
- A. No. There is no single center that can solve the entire shortage. Alice S. Williams Library is intended to serve as a first step in increasing access to infant childcare and increasing child safety, a data source for shaping future funding and community partnerships, and as a prototype model for expansion.
- Q. What can the operator expect from the City of Pensacola?
- A. A remodeled, city-owned facility that decreases overhead and operational costs. A mutual commitment to high-quality and safe childcare. Engagement with educational and community partners.
- Q. Why open a new childcare center instead of just investing funds into existing childcare centers?
- A. Many existing centers provide strong care, but staffing shortages, especially credentialed infant teachers and current business models limit their ability to open to sustain infant rooms. The City cannot subsidize operations of private entities but can leverage publicly owned buildings to create new access points without requiring private centers to assume facility debt or high rents while concurrently creating opportunities for training, workforce development, and access to services.
- Q. Can subject matter experts such as local providers be included in the City's planning conversations?
- A. Yes. The City held Childcare Summits to hear what was limiting access to childcare and how to address it and intends to continue engaging experts as a part of the planning process.
- Q. Will this center serve the entire community to primarily nearby families?
- A. It is too early to determine. Many families may come from the immediate geographic area, but the center is intended to support the entire community regardless of income, including private-pay, military, and voucher-eligible families.

PRE-BID ATTENDANCE SHEET
(11/21/2025, 9:00 A.M., 1015 N.W. Street)

NAME	COMPANY	MAILING ADDRESS INCLUDE CITY/STATE/ZIP	TELEPHONE/FAX	EMAIL
Douglas Brown	CAPC	2501 N. WRIGHT ST Pensacola, FL 32506	850-438-4021	d.brown e of CAPC-Pensacola
ShaCondra Primm	Young Achievers Preschool	5836 Dandelion Ln Pensacola, FL 32506	850 361 6674	Youngachievers Preschool@yahoo. com
Netisha Rodgers	A Top Noteh Christian Academy	1240 North H St Pensacola FL 32501	850 776 8252	atopnotehchristian academy@gmail



Alice S. Williams Daycare – 1015 N E St.

MARCH 23, 2026

FINANCIAL SERVICES
PURCHASING

MEMORANDUM

TO: Respondent to RFP #26-004, Alice S. Williams Childcare
Community Action Program Committee, Inc.

FROM: Dedria Lunderman, Purchasing Manager

DATE: January 23, 2026

SUBJ: Notice of Intent to Award

Thank you for your proposal in response to the City's solicitation. After considering the information received, the committee has decided to recommend award of the contract to your firm.

The committee's recommendation will be forwarded to the Mayor. The Mayor's recommendation for award of contract will be presented at a future City Council meeting. This memorandum serves as the City's Notice of Intent to Award.

Within five (5) business days of the issuance of this notice, any written notice of protest must be received by the City on or before 10:00 A.M. on January 29, 2026. Protests must be delivered to:

Dedria Lunderman
Purchasing Manager
City Hall, 6th floor
222 West Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the bidder, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

Thank you for your firm's submittal and interest in this project.

cc: Theresa Cserep – Education and Youth Programs Officer, City of Pensacola

Attachment (Matrix)

RFP NO. 26-004

ALICE S. WILLIAMS CHILDCARE

Selection Committee Meeting (01/22/2026)
Written Submittals Evaluation

FIRM	<i>Raw Score</i>	Theresa Cserep	Andrea McKiven	Reba Smith	TOTAL SCORE
Community Action Program Committee, Inc.		97	98	95	290

Motion: Theresa Cserep made a motion to recommend award of the contract to Community Action Program Committee, Inc.

Second: Reba Smith

Vote: 3-0

**GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Pensacola
UBMRAF87HQP5
23.s.aa.900.072**

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and the City of Pensacola hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number 23.s.aa.900.072 for the Project "Alice S. Williams Library Restoration Project" in the amount of \$500,000 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Alice S. Williams Library Restoration Project," the public purpose for which these funds were appropriated.

- a. The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to facilitate the restoration of the historic Alice S. Williams Library in Pensacola, Florida. Work items include ADA upgrades and improvements to restrooms; Demolish a non-historic for the expansion of the parking lot, including a minimum of one (1) ADA compliant spaces; replace HVAC system; roof repairs; upgrade fire and security system; repair electrical systems including wiring replacement and light fixtures; replace one (1) outdoor sign; hazardous materials survey/study; hazardous material abatement; replace flooring; repair interior finishes; repair interior six (6) doors; paint interior; repair exterior finishes; repair sidewalk; replace one (1) non-historic entrance door and two (2) no-historic windows with historically appropriate ones; and upgrade plumbing. Grant funds will also be used for professional architectural / engineering services.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
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1	Fixed Price	Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	\$125,000
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$125,000
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$125,000

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old) for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$125,000
Totals				\$500,000

c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.

2. Length of Agreement. This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. Contract Administration. The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Department :

Harley Burgis
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6393
Email: harley.burgis@dos.myflorida.com

For the Grantee:

Contact: Deana Stallworth
Address: 222 West Main Street Pensacola Florida 32502
Phone:
Email: DeStallworth@cityofpensacola.com

4. **Grant Payments.** All grant payments are requested online via <https://dosgrants.com/> by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b. All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
 - b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
 - c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <https://www.nps.gov/subjects/historicpreservation/standards.htm> or applicable industry standards.

The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Department any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

a) For all projects involving **development activities**, the following special conditions apply:

- i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.
- ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at:
<https://www.nps.gov/subjects/historicpreservation/standards.htm>
- iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at <https://dos.myflorida.com/historical/grants/special-category-grants/>
- iv. Architectural Services
 - A. All projects shall require contracting for architectural/engineering services.
 - B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.
- v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

- A. Upon completion of **schematic design**;
 - B. Upon completion of **design development and outline specifications**; and
 - C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
- vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
 - vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
 - A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 - B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
 - C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 - D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the

direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

- E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

b) For all projects involving **survey activities**, the following special conditions apply:

- i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.
- ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.
- iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.

c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federal Special Conditions contained in Attachment C.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
- b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

- a. Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b. Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via <https://dosgrants.com/>. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

- a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.
- b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 - September 30, 2022.
- c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.

- d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.
- e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.
- f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.
- 13. Matching Funds.** Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than \$500,000. *However*, if the Grant Award Amount is greater than \$500,000, Grantee is required to provide a 50% match of the amount above \$500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.
- 14. Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances: *provided, however*, that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
 - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - d) Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019) and 2 CFR Part 200.
 - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - f) For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;

- g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
- h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
- i) Entertainment, food, beverages, plaques, awards or gifts;
- j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
- k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- p) Accessibility improvements for Religious Properties;
- q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
- r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
- s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
- t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.

18. Repayment. All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. Single Audit Act. The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com/>. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. Retention of Accounting Records. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Restrictive Covenants.** The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of final payment. The Restrictive Covenants shall include at a minimum the following provisions:
- a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.
 - b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.
 - c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
 - d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.
 - f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.
 - i. Amortization Schedule for projects involving improvements to Real Property:
If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).
 - g. Other provisions as agreed upon by the Department and the Grantee.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

- b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.
 - c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d. The name of the account(s) must include the grant award number;
 - e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.
- 29. Liability.** The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.
- a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws

and regulations of the local, state and federal law.

31. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. Breach of Agreement. The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. Termination of Agreement.

- a. Termination by the Department. The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.
- b. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. Required Procurement Procedures for Obtaining Goods and Services.

- a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.
- b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement

transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a. This Agreement
- b. Estimated Project Budget (Attachment A)
- c. Single Audit Act Requirements and Exhibit I (Attachment B)
- d. Federal Special Conditions (Attachment C)
- e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:	Grantee:
By: _____	By: _____
	Authorizing Official for the Grantee
Division Director _____	_____
Division of _____	Typed name and title
_____	_____
Date	Date

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Hazardous materials survey/study	\$5,000	\$0	\$0
Architectural/engineering services	\$45,000	\$0	\$0
ADA upgrades/improvements to building restrooms	\$75,000	\$0	\$0
Demolish a non-historic for the expansion of the parking lot, including a minimum of one (1) ADA compliant spaces	\$160,000	\$0	\$0
Replace HVAC system	\$95,000	\$0	\$0
Minor roof repairs	\$20,000	\$0	\$0
Upgrade fire and security system	\$19,500	\$0	\$0
Repair electrical systems including wiring replacement and light fixtures	\$15,500	\$0	\$0
Replace one (1) outdoor sign	\$15,000	\$0	\$0
Abatement and remediation	\$10,000	\$0	\$0
Replace flooring	\$9,500	\$0	\$0
Repair interior finishes, six (6) doors, and paint interior	\$9,500	\$0	\$0
Repair exterior finishes	\$7,500	\$0	\$0
Repair sidewalk	\$5,500	\$0	\$0
Replace one (1) non-historic entrance door and two (2) no-historic windows with historically appropriate ones	\$5,000	\$0	\$0
Upgrade plumbing	\$3,000	\$0	\$0
Totals	\$500,000	\$0	\$0

ATTACHMENT B

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) <http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. \$500,000

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

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

Not applicable

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

ATTACHMENT C

FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.
2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury’s implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.
3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.
5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.
7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.
8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.
9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").
10. **Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
11. **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 110 *et sequence*.
13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.
14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:
- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).
- i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.
17. **Additional Lobbying Requirements.**
- i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
 - ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
 - iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.
19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.
20. **2 CFR Part 200 Appendix 2 – 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.
- i. 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.
 - ii. 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.
 - iii. 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" ([60 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."
 - iv. 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 ([40 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.
- The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.**
- v. 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 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.

- vi. 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.
- vii. 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).
- viii. 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.
- ix. 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.
- x. Procurement of Recovered Materials. A non-Federal entity 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. The requirements of Section 6002 include procuring only items designated in 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.
- xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - A. Procure or obtain;
 - B. Extend or renew a contract to procure or obtain; or
 - C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. See [Public Law 115-232](#), section 889 for additional information.
- F. See also 2 CFR [§ 200.471](#).
- xii. Domestic Preferences for Procurements.
- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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 including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT D

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into this _____ (the “**Effective Date**”) by and between **THE CITY OF PENSACOLA**, a Florida municipal corporation (“**Lessor**”) and **COMMUNITY ACTION PROGRAM COMMITTEE, INC.**, a Florida not-for-profit corporation (“**Lessee**”).

WITNESSETH:

WHEREAS, Lessor is the owner of that certain land (the “**Land**”) and the building and other improvements situated on the Land (the “**Building**”) located at 1015 N. E Street, Pensacola, Florida 32501 as such Land is more particularly depicted in Exhibit A attached hereto and incorporated herein by reference (the Land, Building and such other improvements being referred to herein collectively as the “**Property**”);

WHEREAS, in 2025 Lessor issued that certain Request for Proposal Number 26-004 “Alice S. Williams Childcare” (the “**RFP**”), soliciting proposals from qualified childcare operators to operate and establish a high-quality infant care program at the Property;

WHEREAS, the RFP contained a “Scope of Services” section (see, pp. 6-10 of the RFP) detailing, among other things, minimum required operational and performance qualifications and standards required of any respondent to the RFP (collectively, the contents of the “Scope of Services” section of the RFP are hereinafter referred to as the “**RFP Standards**”); and

WHEREAS, Lessee submitted its response to the RFP on or about January 2, 2026 (“**Proposal**”), and was thereafter selected by Lessor as the winning respondent to the RFP.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Lessor and Lessee hereby agree as follows:

Section 1. Recitals

The recitals set forth above are hereby acknowledged by Lessor and Lessee as true and correct and are incorporated into the body of this Lease by this reference.

Section 2. Description of Leased Area

Upon the terms and subject to the conditions set forth in this Lease, Lessor, in exchange for the performance of the promises made by Lessee in this Lease, leases to Lessee, and Lessee agrees to rent the Property from Lessor.

Section 3. Term of Lease

(a) Lessee shall have the right to occupy and use the Property for a term of 1 year, commencing on June 1, 2026 (the “**Term**”).

(b) Provided that it is in compliance with and not in default under the terms and conditions of this Lease, Lessee shall have two options (each an “**Option**” and collectively, “**Options**”) to extend the Term for one-year, each exercisable by providing written notice to Lessor not less than 30 days prior to the expiration of the then-existing Term.

Section 4. Base Rent

Lessee shall use and enjoy the Property in exchange for its full and timely performance of the terms and conditions of this Lease, and no base rent shall be required. Notwithstanding the forgoing, the term “rent” shall mean and include all charges and payments of any kind or nature due from Lessee under this Lease, whether to Lessor or any other person or entity.

Section 5. Taxes

(a) **Real Property Taxes.** Lessor shall pay prior to delinquency all ad valorem property taxes assessed against the Property during the Lease Term.

(b) **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained at or about the Property. When possible, Lessee shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee’s said personal property shall be assessed with Lessor’s real property, Lessee shall pay the taxes attributable to Lessee not less than ten (10) days prior to the delinquency date for payment of such taxes.

(c) **Sales Tax.** Lessee shall pay or reimburse to Lessor any sales or use tax imposed by applicable Florida law on the Base Rent or any other amounts due under this Lease.

Section 6. Use of Property

(a) Lessee shall use the Property only for operation of a licensed childcare facility for infants ages 0-24 months, consistent with Early Head Start, and uses ancillary thereto and for no other purpose without the prior written consent of Lessor, which consent may be withheld in Lessor’s sole discretion (the “**Permitted Use**”).

(b) The Property shall be open and operating for the Permitted Use in accordance with the terms of this Lease on or before August 12, 2026, and, other than Federally recognized holidays and subject to force majeure events (defined below) shall thereafter remain open and operational at least Mondays – Fridays, 7:45 a.m. to 4:00 p.m.

(c) Without limiting the forgoing:

- a. Lessee and its use of the Property shall be and remain in full and timely compliance with the RFP Standards, which RFP Standards are hereby incorporated and made a part hereof. Notwithstanding the forgoing, in

the event of any conflict between the terms of the RFP Standards and this Lease, the terms of the Lease shall control.

- b. Lessee shall use the Property only in compliance with all applicable laws and shall not commit or allow to be committed any nuisance or other act against public policy. Lessee agrees not to deface or damage the Property, ordinary wear and tear excepted, in any manner or overload the floors of the Property.
- c. Lessee agrees not to knowingly use or keep any substance or material in or about the Property which may impair the insurance on the Property or increase the hazard of the insurance risk or which is offensive or annoying to other Lessees of the Property.

Section 7. Alterations

Except as otherwise expressly provided in this Lease, Lessee shall make no exterior or interior alterations, changes or improvements in or to the Property without the prior written approval of Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Any such alterations, changes or improvements so approved by Lessor, shall be made by Lessee at its sole cost and expense and shall be accomplished in accordance with the terms of this Lease and in a good and workmanlike manner in compliance with all applicable laws and building regulations. Lessee hereby completely and fully indemnifies Lessor against all mechanics' and materialmen's liens and other liens or claims which may arise in connection with the making of alterations, changes or improvements to the Property; provided, however, that no person or party providing labor or materials with respect to such alterations, changes or improvements shall be entitled to claim any lien therefor upon the Property. Except as otherwise agreed by Lessor in writing, only the signage, furnishings, equipment, machinery and trade fixtures installed in the Property by Lessee and paid for by Lessee shall remain the property of the Lessee and shall be removed by the Lessee upon the expiration or termination of this Lease; provided, however, that Lessee shall promptly repair all damage caused by the installation and removal thereof and provided further that Lessee shall have fully performed all of the covenants and agreements to be performed by Lessee under the provisions of this Lease.

Section 8. Quiet Enjoyment

Lessor hereby covenants with Lessee that upon the performance by Lessee of the agreements herein set forth, Lessee may quietly hold and occupy the Property without any interruption by Lessor or people claiming through or under Lessor.

Section 9. Right to Entry

Lessee shall permit Lessor and Lessor's representatives and independent contractors at any time during usual business hours (or after hours if reasonably deemed necessary by Lessor) for the purpose of inspecting same, making repairs, removing alterations and additions

not in conformity with this Lease, and exhibiting the property for sale, lease, appraisal, or otherwise.

Section 10. Utilities and Janitorial Services

Lessee shall pay for all water, sewer, gas, heat, electricity (including without limitation electricity for exterior lighting), power, steam, telephone or other utilities and services supplied to the Property, together with any taxes thereon. Lessee shall also be responsible for all janitorial services to the Property.

Section 11. Possession and Maintenance

Lessee acknowledges that Lessee has inspected the said Property and accepts it and all improvements, equipment and machinery in its "as-is" condition that exists as of the date hereof with no obligation of the Lessor to make any improvements, repairs, or replacements thereto whatsoever and without representation or warranty of any kind or nature, including, without limitation, as to the suitability of the Property for the Permitted Use. Lessee shall, at all times, keep the Property, and all elements and components thereof, including, but not limited to, all partitions, doors, flooring, fixtures, mechanical equipment, plumbing and electrical facilities, heating, ventilating, and air conditioning, parking lot, planted areas, landscaping, roof, foundation, and all interior and exterior (including all structural and non-structural elements) of the Property, in good order, condition and repair with all appropriate maintenance and replacement as shall be necessary to comply herewith, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital, or noncapital, or the fault or not the fault of Lessee its agents, employees, invitees, visitors, and contractors, all at Lessee's sole cost and expense. In pursuance of this obligation of maintenance, Lessee agrees to cause the Property to comply with all laws and ordinances and all valid rules and regulations of any federal, state, municipal or other public authority having jurisdiction in the Property and further agrees to make all repairs, restorations, and replacements as is necessary in connection with the same and in the same quality and class equal to the original work or installations, and to conduct its business in the Property in all respects in a dignified manner and in accordance with high standards of business operation and in compliance with all applicable laws, regulations and ordinances.

Lessee shall provide written notice to Lessor prior to the performance by Lessee, Lessee's agents or contractors of any structural repairs, structural renovation and/or structural maintenance to the Property, except as expressly set forth below. Such notice shall include a detailed description of the work contemplated. Lessee shall not perform, or cause to be performed, any such structural repair, renovation and/or maintenance without the prior written consent of Lessor, and, if such consent is granted, the structural repair, renovation and/or maintenance must be performed in accordance with the terms of Lessor's consent, provided, however, that the foregoing shall not require Lessee to obtain prior consent in the event repair or maintenance is immediately required to preserve the Property and/or to ensure that Lessee's business is not disrupted and in such an event, Lessee shall provide Lessor with notice of the repair or maintenance as soon as reasonably possible.

In furtherance of, and without limiting, its maintenance obligations under this Lease, Lessee shall, within 30 days following the Effective Date of this Lease, deliver fully-executed and enforceable contract(s) between itself and duly licensed and insured contractor(s) for routine preventative maintenance, inspections and service for the HVAC systems, fire and life safety systems, plumbing, exterior building and parking, landscaping and pest control at the Property, each acceptable to Lessor in its reasonable discretion (collectively, the “**Maintenance Contracts**”). The Maintenance Contracts shall remain in full force and effect for the entire Lease Term, and Lessee shall deliver or cause to be delivered to Lessor all inspection, maintenance, repair, and service report(s) promptly upon receipt of the same.

Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, damages or liability arising from the performance or failure to perform the repair, renovation, and/or maintenance described above. This indemnity shall include, but not be limited to, claims or liabilities asserted against Lessor based upon negligence, strict liability or other liability by operation of law to any third party or government entity, and all costs, attorney’s fees, expenses, and liabilities incurred by Lessor in the defense of any such claim, along with any damage to the Property caused or related to Lessee.

Should Lessee fail to perform any of its obligations under this Section 11 for a period of twenty (20) days after written notice from Lessor, the Lessor shall have the right, but not the obligation, in addition to and without waiving its rights under Section 20 below, to enter onto the Property and perform such obligations and assess the cost thereof to Lessee, which cost will accrue interest at nine percent (9%) per annum until paid.

Section 12. Force Majeure

All time deadlines in this Lease are subject to extension for delays caused by force majeure. The term “force majeure” as used in this Lease shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, acts of public authorities, and any other causes, whether or not enumerated in this Section 12, which causes are beyond the control of the party required to perform.

Section 13. Liability, Indemnity and Insurance

(a) **Lessee’s Insurance.** Lessee shall maintain public liability, professional liability, sexual abuse and molestation and property damage insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate insuring against claims for bodily injury, death or property damage occurring at or about the Property and shall name Lessor as an additional insured thereunder. Lessee shall also maintain workers’ compensation coverage in and to the extent required by Florida law. Not more frequently than during each year of the Lease Term, if, in the opinion of Lessor’s insurance broker, the amount of public liability and property damage insurance coverage required to be maintained by Lessee at that time is not adequate, Lessor may by written notice to Lessee increase the amount of insurance coverage required to be maintained by Lessee to the amount determined by Lessor’s insurance broker to be adequate.

(b) **Evidence of Insurance.** On or before the Effective Date of this Lease and thereafter upon Lessor's request from time to time, Lessee shall furnish Lessor with satisfactory evidence of the insurance required to be maintained by Lessee hereunder. All insurance required to be maintained by Lessee shall be primary and non-contributory and shall be on terms and with insurers reasonably acceptable to Lessor. Each policy of insurance (other than worker's compensation) shall include Lessor and others Lessor may from time to time designate as additional insureds. Each policy of property insurance shall contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled against Lessor, or its agents, officials, or employees. Each policy of insurance shall contain an endorsement which provides an undertaking by the insurer that no material change adverse to Lessor or Lessee will be made, and the policy will not lapse or be cancelled, except after not less than thirty (30) days' notice to Lessor of the intended change, lapse or cancellation. Lessee shall furnish to Lessor, if and whenever requested by it, copies of policies, policy endorsements, certificates or other evidence acceptable to Lessor as to the insurance from time to time in place on behalf of Lessee.

(c) **Indemnification.** Lessee shall indemnify and hold harmless Lessor and its elected and appointed officials, officers, members, employees, volunteers, representatives and agents from any and all fines, claims, suits, actions, demands, losses, damages, liabilities, costs and expenses (including, without limitation, attorney's fees) in connection with any loss of life, bodily or personal injury, or damage to or loss of property arising from or out of any occurrence in, upon, at or about the Property or any part thereof occasioned or caused in whole or in part, either directly or indirectly, by the act omission, negligence, misconduct or breach of this Lease by Lessee or its Agents; or arising out of this Lease or Lessee's or its Agents' use of the Property; provided, however, that nothing contained in this Lease shall be construed as a waiver, in whole or in part, of the sovereign immunity of Lessor under the Constitution, statutes and case law of the State of Florida, nor as a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against Lessor.

(d) **Limitation of Lessor Liability.** In no event shall Lessor be liable or responsible to Lessee for any loss or damage to any property or the death or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition of other governmental body or authority, by other licensee, occupant, user, lessee, or sub-lessee of the Property or any portion thereof, or by any other matter beyond the control of Lessor, or for any injury or damage or inconvenience which may arise related to maintenance, repair or alteration of any part of the Property, or failure to make maintenance or repairs or from any cause whatsoever except the gross negligence or willful misconduct of Lessor, or for consequential damages or special damages. Further, any liability of Lessor under this Lease is limited to the same extent as tort actions against Lessor are limited by Florida Statute 768.28.

Section 14. Liens

Notwithstanding any contrary provision in this Lease, the interest of Lessor in the Property shall not be subject to statutory construction liens arising by reason of improvements made by Lessee, and Lessee shall have no authority to create liens for labor or material on or

against Lessor's interest in the Property. Lessee agrees to notify any materialman, supplier, contractor, mechanic or laborer involved with work on the Property at Lessee's request that he must look only to Lessee for payment and that Lessee has no authority whatsoever to bind Lessor or Lessor's property interests.

Section 15. Damage by Fire or Other Casualty

If the Property is damaged to such extent that rebuilding to substantially the same condition which existed prior to the damage cannot reasonably be completed substantially within 30 working days after Lessor's receipt of written notification by Lessee of the damage, and Lessee is unable to use the Building or Property by reason of such damage or destruction, then this Lease may be terminated by either Lessor or Lessee by such party giving written notice of termination to the other party, and, in such event, the rent shall be abated as of the date of the occurrence of such damage for the unexpired portion of the Lease Term and any and all insurance proceeds, including without limitation, insurance proceeds, together with applicable deductibles, shall be paid to Lessor. Notwithstanding the foregoing, Lessee shall not be entitled to an abatement of Rent nor shall Lessee be entitled to terminate this Lease if the casualty is due to a Default by Lessee hereunder.

Section 16. Eminent Domain

(a) In the event that the Property, or any part thereof, is taken for any public or quasi-public use by condemnation or by right of eminent domain, or purchase in avoidance or settlement of a condemnation or eminent domain proceeding, Lessor and Lessee agree as follows:

(1) In the event of a taking of the Property that substantially impacts Lessee's use of the Property, either Lessor or Lessee may cancel this Lease by giving written notice to the other within thirty (30) days after the occurrence of such partial taking.

(2) Lessor shall be entitled to receive all such sums as may be awarded by the court, except sums paid to satisfy any claims for specific business losses made by Lessee.

Section 17. Subordination

This Lease shall automatically be subordinate to any mortgage presently existing or hereafter made on the Property (including the land and/or the improvements thereon) and to any renewal, extension, or replacement of said mortgage lien. Within ten (10) days after receipt, Lessee covenants to execute any agreement requested by any mortgagee to evidence the agreements of this Section which is reasonably acceptable to Lessee's attorney and which provides that so long as the Lessee is not in default hereunder, its quiet enjoyment of the Property will not be disturbed. Lessee further covenants to execute such certificates and otherwise provide such assurances regarding this Lease as Lessor shall reasonably request in connection with any mortgage; provided, however, that Lessee shall be bound by this covenant only if all of the provisions of any such certificate or assurance are true and accurate. Lessee shall be responsible for its own attorneys' fees in reviewing any agreement or certificate provided for in this section.

Section 18. Assignment and Subletting

Lessee shall not assign any interest in this Lease (whether by sale of assets, merger, consolidation, or otherwise, or by sale or disposition of control or beneficial ownership of Lessee if Lessee is a corporation, partnership, limited liability company, professional association, or some other entity) and/or mortgage or encumber the Property without first having obtained the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion, and any such assignment or mortgage or encumbrance made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease. Lessee shall not sublet the Property or any part thereof without the prior written consent of Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion, and any such sublease made without Lessor's consent shall be void and, at the option of Lessor, shall terminate this Lease.

Section 19. Insolvency or Bankruptcy

(a) Any assignment by Lessee for the benefit of creditors or by operation of law shall not be effective to transfer any rights under this Lease to the assignee, without the prior written consent of Lessor.

(b) If at any time during the Lease Term there shall be filed by or against Lessee in any court, pursuant to any statute either of the United States or any state, a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, then Lessee shall be deemed to have breached this Lease. In such an event, Lessor shall have the option to cancel and terminate this Lease with or without notice. If Lessor exercises its option to cancel and terminates this Lease, neither Lessee nor any person claiming through or under Lessee shall be entitled to possession or to remain in possession of the Property but shall forthwith quit and surrender the Property.

Section 20. Defaults and Remedies

(a) **Default.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

- (1) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due;
- (2) The failure of Lessee to timely and fully observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in subparagraph (1) above, where such failure shall continue for a period of twenty (20) days after written notice thereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than twenty (20) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said twenty (20) day period and thereafter

diligently pursues such cure to completion, provided that in no event shall the cure period exceed sixty (60) days;

- (3) The making by Lessee of any general assignment for the benefit of creditors;
- (4) The filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within ninety (90) days);
- (5) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets located at the Property or of Lessee's interest in this Lease;

(b) **Remedies.** In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand (except as specified in subsection 20(a) above) and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

- (1) Terminate Lessee's right to possess the Property by any lawful means, in which case this Lease shall terminate, and Lessee shall immediately surrender possession of the Property to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default; including but not limited to the cost of recovering possession of the Property; expenses of re-letting, including necessary renovation and alteration of the Property, reasonable attorney's fees and any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof.
- (2) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state where the Property is located, including any right or remedy available to a creditor under the Florida Uniform Commercial Code.

Section 21. Fixtures and Personal Property

Lessee shall have the right to install furniture and fixtures and machinery and equipment necessary or convenient to the use permitted under Section 6, all of which shall remain the property of Lessee, but if any damage results to the Property by reason of installation or removal of such furniture, fixtures and machinery and equipment, Lessee shall repair the same at its own expense prior to the expiration or termination of the Lease term and immediately upon quitting the Property.

All personal property and fixtures placed or moved on the Property shall be at risk of Lessee or the owner of said property, and Lessor shall not be liable to Lessee for any damage

to said property, or for any damage arising from the bursting of or leaking of water pipes or from any act of negligence of any Lessee or other occupants of the Building, or of any other person whomsoever.

In the event that Lessor consents as required under Section 7 to any alterations, additions, and improvements to the Property, then, subject to the provisions of Section 7, all such alterations, additions, and improvements shall immediately become and remain part of the Building and the property of the Lessor; provided, however, that as a condition to granting its consent as required under Section 7, Lessor may require that, upon the vacating of the Property by Lessee, any such alterations, additions, and improvements shall be removed by Lessee and the Property restored.

Section 22. Limitation of Liability

Notwithstanding anything to the contrary contained in this Lease, the liability of Lessor (and of any successor or assign of Lessor) to Lessee (or any person or entity claiming by, through or under Lessee) shall be limited to the interest of Lessor in the Building and the Property. Lessee shall look solely to Lessor's interest in the Building and the Property for the recovery of any judgment or award against Lessor. Neither Lessor nor any of its affiliates, subsidiaries, members, principals, beneficiaries, partners, officers, directors, shareholders, employees, mortgagee(s) and agents shall be personally liable for any judgment or deficiency.

Section 23. Waiver of Subrogation

Lessor and Lessee each waive any claim against the other for property damage to the extent that such claim is covered by valid and collectible insurance carried for the benefit of the party entitled to make such claims and provided that the insurer pays such claim. Further, each policy of property damage insurance maintained by either party shall include a waiver of subrogation endorsement.

Section 24. Surrender of Possession

Lessee agrees to vacate and surrender to Lessor possession of the Property at the expiration or termination of this Lease, by lapse of time or otherwise, in as good a condition as when Lessee occupied the same at the commencement of the Lease Term, excepting only ordinary wear and tear and decay, or damage by the elements (occurring without the fault of Lessee or other persons permitted by Lessee to occupy or enter the Property or any part thereof) or loss or damage by force majeure.

Section 25. Demands and Other Instruments

All notices, demands, requests, consents and other instruments required or permitted to be given pursuant to the term of this Lease shall be in writing and shall be personally delivered, sent by Federal Express or other overnight or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid

(and shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt):

Lessor: City of Pensacola
Attn: Leasing Manager
222 W. Main Street
Pensacola, Florida 32502

With a copy to:

City of Pensacola Community Redevelopment Agency
Attn: CRA Administrative Officer
222 W. Main Street
Pensacola, Florida 32502

Lessee: Community Action Program Committee, Inc.
Attn: Douglas Brown
2501 W. Wright Street
Pensacola, FL 32505

or at such other address in the United States as Lessor or Lessee may from time to time designate in writing and deliver to the other party.

Section 26. Waiver of Jury Trial

Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by any party against another party on any matter arising out of or in any way connected with this Lease.

Section 27. Severability

If under present or future laws effective during the term of this Lease any clause or provision of this Lease is invalid or unenforceable, it is the intent of the parties that the remaining provisions of this Lease shall not be affected thereby. The captions of the paragraphs are added as a matter of convenience only and shall not be considered in construing any provisions of this Lease. The words, "Lessor" and "Lessee," and the words, "it" or "its," used with reference to the Lessor and Lessee, shall apply to individuals (male or female), partnerships, firms, associations and corporations, whichever is appropriate.

Section 28. Amendment or Modification

Lessee acknowledges and agrees that it has not relied upon any statement, representation or Agreement made by Lessor or any of its agents or representatives except as are expressed in this written Agreement and that no amendment, modification or extension of this

Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

Section 29. Successors

All terms, conditions and agreements to be kept and performed by the parties hereto shall be applicable to and binding upon their respective heirs, personal representatives, successors and assigns.

Section 30. Radon Gas

Lessor notifies Lessee as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

Section 31. Hazardous Materials

(a) Lessee shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Property or the Building by Lessee, its agents, principals, employees, assigns, sublessees, contractors, consultants or invitees without the prior written consent of Lessor, which consent may be withheld for any reason whatsoever or for no reason at all. If Lessee breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material at or about the Property caused by Lessee or the aforesaid others results in (a) any contamination of the Property, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, or if contamination of the Property or the surrounding area(s) by Hazardous Material otherwise occurs for which Lessee is legally liable or responsible to Lessor (or any party claiming by, through or under Lessor) for damages, losses, costs or expenses resulting therefrom, then Lessee shall fully and completely indemnify, defend and hold harmless Lessor (or any party claiming by, through or under Lessor) from any and all claims, judgments, damages, penalties, fines, costs liabilities or losses suffered or incurred by Lessor as a result thereof, including without limitation: (i) diminution in the value of the Property; (ii) damages for the loss or restriction on use of rentable or usable space in the Property; and (iii) any sums reasonably paid in settlement of claims, reasonable attorneys' and paralegals' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings), consultants fees, and expert fees which arise during or after the Lease Term as a consequence of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of such Hazardous Material present in the soil or ground water on or under the Property or the Building.

(b) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Property or the surrounding area(s) caused by Lessee or the aforesaid others results in (a) any contamination of the Property, the surrounding area(s), the soil or surface or

ground water or (b) loss or damage to person(s) or property, then Lessee shall immediately notify Lessor of any contamination, claim of contamination, loss or damage and, after consultation and approval by Lessor, take all actions at Lessee's sole expense as are necessary or appropriate to return the Property, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of Lessee shall survive the expiration or earlier termination of this Lease.

(c) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" or "extremely hazardous waste" or "hazardous substance" pursuant to applicable federal, state or local government law.

(d) Lessor and its agents shall have the right, but not the duty, to inspect the Property at any time to determine whether Lessee is complying with the terms of this Lease. If Lessee is not in compliance with this Lease, Lessor shall have the right to immediately enter upon the Property to remedy any contamination caused by Lessee's failure to comply, notwithstanding any other provision of this Lease. Lessor shall use its best efforts to minimize interference with Lessee's business but shall not be liable for any interference caused thereby.

Section 32. Headings

The headings to the various sections of this Lease have been inserted for purposes of reference only and shall not limit or define the express terms and provisions of this Lease.

Section 33. Counterparts

This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

Section 34. Applicable Law and Venue

This Lease shall be construed under and enforced in accordance with the laws of the State of Florida. The Parties agree to exclusive venue in the County and/or Circuit Courts of the First Judicial Circuit in and for Escambia County, Florida, of any action to enforce, related to or arising out of this Lease.

Section 35. All Genders and Numbers Included

Whenever the singular or plural number, or masculine, feminine or neuter gender is used in this Lease, it shall equally apply to, extend to and include the other.

Section 36. Time of the Essence

It is specifically agreed that the timely performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

Section 37. Mutual Waiver of Consequential Damages.

Any other provision of this Lease to the contrary notwithstanding, in no event shall Lessor or Lessee be liable to the other for any special or consequential damages by reason of any breach or default by it under this Lease, including without limitation loss of income or profits, damage to reputation, or other loss or damages suffered by a party arising from the interruption or cessation of the business conducted by such party.

Section 38. Triple Net Lease.

This Lease constitutes a triple net lease of the Property and, notwithstanding any language herein to the contrary, it is intended and the Lessee expressly covenants that, except as specifically provided herein during the Lease Term, Lessor is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the use, occupancy, operation, maintenance, preservation, repair, restoration, protection, or insuring of the Property, or any part thereof.

Section 39. Estoppel

Lessee shall at any time and from time to time within fifteen (15) days after written request from Lessor execute and deliver to Lessor or any prospective lessor or lender a sworn and acknowledged estoppel certificate, in form reasonably satisfactory to Lessor and/or Lessor's lender or prospective lender or prospective landlord certifying and stating as follows: (i) this Lease has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (ii) this Lease (as so modified or amended) is in full force and effect (or if not in full force and effect, the reasons therefor); (iii) the Lessee has no offsets or defenses to its performance of the terms and provisions of this Lease, including the payment of Rent (or if there are any such defenses or offsets, specifying the same); (iv) Lessee is in possession of the Property if such be the case; (v) if an assignment of rents or leases has been served upon Lessee by a Lender or prospective lender, Lessee has received such assignment and agrees to be bound by the provisions thereof; and (vi) any other information reasonably required by Lessor or its Lender or prospective lender or any prospective landlord. It is intended that any such statement delivered pursuant to this subsection may be relied upon by Lessor and by any lender or prospective landlord or lender and their respective successors and assigns. In addition to any other remedy Lessor may have hereunder, if Lessee shall fail to execute and return such statement within the time required

herein, such failure shall be a Default (for which there is no cure period), and Lessee shall be deemed to have agreed with the matters set forth therein (without limiting Lessor's other remedies).

Section 40. Lessee Representations. As a material inducement for Lessor's entry into this Lease, Lessee represents and warrants that (a) the contents of its Proposal are true and correct in all material respects, and (b) it is compliant with and has and will continue to perform in accordance with and satisfaction of the RFP Standards.

Section 41. Lessor/Lessee Relationship. Nothing herein shall be construed to be the creation of a partnership, joint venture or other relationship between Lessor and Lessee, and the relationship between Lessor and Lessee under this Lease shall be strictly that of landlord and tenant.

Section 42. Lessee Work Requirements

Regarding the completion by Lessee of any maintenance, repairs, improvements, alterations, or other work to or at or about the Property required or permitted by Lessor under the terms of this Lease, (the "**Lessee Work**"), Lessee agrees to comply with the following covenants and requirements:

(a) Lessee shall, at its own cost and expense, obtain all required building permits and occupancy permits. Lessee's failure to obtain such permits shall not cause a delay in the commencement of the Term or the obligation to pay Rent or any other obligations set forth in the Lease.

(b) Lessee's contractors shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Lessor's contractors and subcontractors and with other contractors and subcontractors in the Building.

(c) Lessee shall use only new, first-class materials in the Lessee Work. All Lessee Work shall be done in a good and workmanlike manner. Lessee shall obtain contractors' warranties of at least one year duration from the completion of the Lessee Work against defects in workmanship and materials on all work performed and equipment installed in the Property as part of the Work.

(d) In addition to any insurance which may be required under the Lease, Lessee shall secure, pay for and maintain or cause Lessee's contractors to secure, pay for and maintain during the continuance of any construction and fixturing work at or about the Property, insurance in the following minimum coverages and the following minimum limits of liability:

(i) Worker's Compensation and Employer's Liability Insurance with limits of not less than \$1,000,000.00, or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where the Lessee Work is to be performed, and in any event sufficient to protect Lessee's Contractors from liability under the aforementioned acts.

(ii) Comprehensive General Liability Insurance (including Contractors' Protective Liability) in an amount not less than \$1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$1,000,000.00, and with umbrella coverage with limits not less than \$5,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Lessee's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by Lessee's contractors or by anyone directly or indirectly employed by any of them.

(iii) All policies (except the worker's compensation policy) shall be endorsed to include as additional insured parties the parties listed on, or required by, the Lease to be named as additional insureds, Lessor's contractors, Lessor's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, and such additional persons as Lessor may designate. The waiver of subrogation provisions contained in the Lease shall apply to all insurance policies (except the worker's compensation policy) to be obtained by Lessee pursuant to this paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional-insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause.

(e) Without limitation of the indemnification provisions contained in the Lease, to the fullest extent permitted by law Lessee agrees to indemnify, protect, defend and hold harmless Lessor, the parties listed, or required by, the Lease to be named as additional insureds, Lessor's contractors, Lessor's architects, and their respective beneficiaries, partners, directors, officers, employees and agents, from and against all claims, liabilities, losses, damages and expenses of whatever nature arising out of or in connection with the Lessee Work or the entry of Lessee or Lessee's contractors into the Property, including, without limitation, mechanics' liens, the cost of any repairs to the Property necessitated by activities of Lessee or Lessee's contractors, bodily injury to persons or damage to the property of Lessee, its employees, agents, invitees, licensees or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

Section 43. Florida Public Records Act

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Lessor will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Lessee shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Lessee.

Section 44. E-Verify.

In compliance with the provisions of section 448.095, Florida Statutes, to the extent required by law, Lessee certifies that both it and any of its subcontractors engaged in the performance of obligations under this Lease 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 that statute. Lessee's obligation under this Section is limited to the extent required by applicable law, and Lessee may rely on written certifications from subcontractors where permitted by law.

Section 45. Survival

Lessee's indemnity obligations under this Lease shall survive expiration or termination of this Lease, to the extent relating to matters, actions or events arising prior to such expiration or termination.

Section 46. Non-Coercion

Lessee agrees that, prior to this Lease being executed, renewed, or extended between the parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing Lessor with an affidavit signed by an officer or representative of Lessee under penalty of perjury attesting that Lessee does not use coercion for labor or services, as those terms are defined in Section 787.06.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

LESSOR:

CITY OF PENSACOLA, FLORIDA, a
Florida municipal corporation

LESSEE:

**COMMUNITY HEALTH NORTHWEST
FLORIDA FOUNDATION, INC.,** a Florida
not for profit corporation

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attest:

Ericka L. Burnett, City Clerk

Approved as to substance:

Theresa Cserep, Education and Youth Programs Officer

Approved as to form:

Adam C. Cobb, City Attorney

Signature page – Lease Agreement

EXHIBIT A

The Property



Memorandum

File #: 26-464

Community Redevelopment Agency

5/11/2026

ACTION ITEM

SPONSOR: Delarian Wiggins - Chairperson

SUBJECT:

WAIVER OF DOCKING FEES FOR PLAZA DE LUNA - TALL SHIP ELISSA WSD3050

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve a fee waiver for docking of the Tall Ship ELISSA at Plaza de Luna for May 22, 2026 to May 25, 2026 in support of the community engagement that will be provided by the ship during its stay.

SUMMARY:

This item advances strategic goal #6: Public Spaces that Connect Communities.

The Galveston Historical Foundation is requesting a fee waiver for docking of the Tall Ship ELISSA at Plaza de Luna from May 22, 2026 to May 25, 2026. The waiver of fees associated with the docking of the ELISSA will support public tour offerings on May 23-24. The ship expects 8,000 to 10,000 visitors over the two-day period.

The value of the waiver request for docking of the Tall Ship ELISSA at Plaza de Luna from May 22-25 is estimated at \$3,920.26. The waiver request, berth application, and cost estimate are attached.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

An estimated \$3,920.26 in docking fees will be waived.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

David Stafford, City Administrator

Clifford Collins Jr., Associate City Administrator for Strategic Initiatives

Anna Kate Baygents, Economic Development Assistant Director

Hilary Halford, CRA Programs Officer

Christian Feliberty, Landscape Project Manager

ATTACHMENTS:

1. CRA Waiver Request - Tall Ship ELISSA 05_2026
2. Berth Application - Tall Ship ELISSA 05_2026
3. Cost Estimate - Tall Ship ELISSA 05_2026

PRESENTATION: Yes

**GALVESTON
HISTORICAL
FOUNDATION**

POST OFFICE BOX 149
GALVESTON, TEXAS 77553

Community Redevelopment Agency
City of Pensacola
Subj: 1877 Tall Ship Elissa port visit from 22-25 May 2026

Dear Community Redevelopment Agency Board,

On behalf of Galveston Historical Foundation and the 1877 Tall Ship ELISSA, I submit the following statement for waiver of dockage fees during the upcoming port visit to Pensacola, May 22 – 25, 2026. As part of this visit, Elissa will perform extensive community engagement as part of the foundation's mission, "to encompass community redevelopment, historic preservation advocacy, maritime preservation, museum development, and heritage tourism. The 1877 Tall Ship ELISSA is one of only three ships of her kind in the world to still actively sail. She is a living museum and a tangible piece of our rich maritime history.

While in port, as part of her mission to encourage community engagement, we will:

- Hosting public tours. On 23 May, the hours will be 12 pm - 5pm for the general public. On 24 May, tour hours will run from 9-10 am for military, veterans, and first responders and 10 am – 5 pm for the general public. The ship expects to host 8,000 – 10,000 visitors over the two-day period.
- Ship's crew participation in any Memorial Day activities.
- Hosting by-invitation receptions on 23 May.
- Media engagement opportunities during inbound transit and upon mooring. Other media events may be possible with additional coordination.

If you require additional information, please contact Erin Short, Tall Ship ELISSA.

Thank you for your consideration and I look forward to hearing from you.

Fair Winds,



Erin Short
Voyage Planning and Port Logistics
Galveston Historical Foundation and the 1877 Tall Ship Elissa

Christian Feliberty

From: Jamie McLaughlin
Sent: Thursday, March 12, 2026 10:54 AM
To: Christian Feliberty
Cc: Thomas Coggin
Subject: Online Form Submittal: City of Pensacola, Florida / Plaza de Luna Berth Application (Berth 13-14-15-16)

Did your office talk with this vessel?

Jamie McLaughlin

Executive Assistant

Visit us at portofpensacola.com
700 S. Barracks St. Pensacola, FL 32502
850.436.5080
jmclaughlin@portofpensacola.com

Florida has a very broad public records law. As a result, any written communication created or received by the City of Pensacola officials and employees will be 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: noreply@civicplus.com <noreply@civicplus.com>

Sent: Thursday, March 12, 2026 9:55 AM

To: Thomas Coggin <tcoggin@cityofpensacola.com>; Kenny Emberton <KEmberton@cityofpensacola.com>; Jamie McLaughlin <jmclaughlin@cityofpensacola.com>; Nikki Gray <NGray@cityofpensacola.com>; Ray Davis <rdavis@cityofpensacola.com>; Tiffany Whiting <TWhiting@cityofpensacola.com>; PortGuard <PortGuard@cityofpensacola.com>; Victoria D'Angelo <VDangelo@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Bradley Davis <BrDavis@cityofpensacola.com>

Subject: [EXTERNAL] Online Form Submittal: City of Pensacola, Florida / Plaza de Luna Berth Application (Berth 13-14-15-16)

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

City of Pensacola, Florida / Plaza de Luna Berth Application (Berth 13-14-15-16)

No cargo, hazardous materials, or international cruise operations are permitted at Berths 13-16. In requesting application for berth, the vessel agent or owner assumes responsibility for all charges assessable against the vessel and any additional charges resulting from services from the terminals where the vessel is either working or at lay berth.

Charges assessed are based on actual arrival and departure times, and services rendered. To ensure accurate billing, crew must call the Port Security Office at (850) 436-5075 or via 24/7 Marine Radio Channel 16 to check out upon departure. It is also recommended that crew contact the Port Security Office to check in upon arrival. In making a berth application, the crew indicates a desire to use City/CRA facilities under the jurisdiction of the City of Pensacola. Berth application requests shall constitute consent to all the terms and conditions of any and all applicable tariffs to include payment of damages to the City/CRA's property caused by the owner, its agent, and employees. Chapter 376.071 Florida Statutes provides that any vessel operating in state waters with a storage capacity to carry 10,000 gallons or more of pollutants as fuel and cargo shall maintain an adequate written ship-specific Spill Prevention and Control Contingency Plan. Violators are subject to fine as administered by the State of Florida.

For Official Use Only:	Berth Assignment Approved:	
	-----	-----
	(Signature)	(Date)
CRA/Port Revenue Account for Posting	<u>105.34591</u>	

Vessel Information

Vessel:	ELISSA
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Call Letters:	wsd 3050
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Flag:	USA
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IMO Number:	697285
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Maximum Draft:	10.5'
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Arrival Draft:	10.5'
----------------	-------

Length: (feet)	205
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Beam: (feet)	28
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Arrival / Departure Information

ARRIVL DATE:	May 22, 2026
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TIME: *	TBD
---------	-----

(central time)

DEPARTURE DATE:	May 25, 2026
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TIME: *	AM
---------	----

(central time)

Operational Information

Description of Visit: (for use in response to media/public inquires. attach description if necessary)

1877 Tall Ship Elissa is run by the non-profit Galveston Historical Foundation based in Galveston, Texas.

Pensacola is a planned stop on her way to join the tall ship fleet in Virginia, New York City and Boston for the Sail 250 tall ship events this summer. She last visited Pensacola in 2018 and

we are looking forward to a return visit. During her time in Pensacola, we do plan to have her open to the general public for tours and plan to have evening receptions on board.

On Board Contact:	Ryan Bradfield
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Phone:	409-765-3434
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Check box if generally available while underway	Phone , E-mail
---	----------------

Billing Information:

Vessel Owner:	Galveston Historical Foundation
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Owner Address	2002 Strand, Galveston, TX 77550
---------------	----------------------------------

Owners Phone:	409-765-7834
---------------	--------------

Owner Fax:	N/A
------------	-----

Owner E-mail:	foundation@galvestonhistory.org
---------------	--

Billing Contact/ Address: (check one)	Owner
---------------------------------------	-------

Additional Billing Instructions (Other Billing Contact/Address):	<i>Field not completed.</i>
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Please be aware that commercial vessels calling at the adjacent Port of Pensacola take precedence over vessels docked at Plaza de Luna, and therefore, vessels at Plaza de Luna berths may be asked to line shift, vacate their berth either temporarily or permanently, or relocate either temporarily or permanently if required for the safe arrival, departure, or transit of commercial vessels or to facilitate efficient commercial vessel operations.

Vessels docked at Plaza de Luna will be given as much advance notice as possible, and will be required to comply expeditiously and at their own cost with any and all such requests from the Port Director, his/her designee, or any authorized representative of the City of Pensacola.

By completing the information above, Yes
I (owner) agree to the terms and
conditions stated herein with the City
of Pensacola

*Any changes to arrival or departure time must be reported promptly to the Port of Pensacola, Thomas Coggin at 850-426-2519 or tcoggin@cityofpensacola.com. Changes identified less than 72 hours in advance of docking must also be reported to the Port Security Office at (850) 436-5075 or via 24/7 Marine Radio Channel 16.

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

ACCT# TBD

FILE TBD PDLVES

AGENT: Galveston Historical

VESSEL: Elissa

ARRIVAL: TBD

DEPART: TBD

VESSEL	CHARGE CODE	LENGTH	DAYS	RATE	TOTAL
	209	205 ft	3	\$ 4.90	\$ 3,013.50
	248 (based on dockage total)			13.00%	\$ 391.76
	246 (one time fee)				\$ 515.00

TOTAL \$ 3,920.26

rates	length ft	Harbor fee
3.73	< - 199	258
4.90	200 - 399	515
6.65	400 - 499	773
8.94	500 - 599	876
10.38	600 - 699	1030
13.17	700 - 799	1030
15.87	800 - 899	1133
18.98	900 =	1133

If using a Credit Card you must allow for a 2.75% vendor fee \$ 107.81

This should be the subtotal if Credit Card is used \$ **4,028.06** **Estimate ONLY**

Memorandum

File #: 26-465

Community Redevelopment Agency

5/11/2026

RESOLUTION**SPONSOR:** Delarian Wiggins - Chairperson**SUBJECT:**SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-16 CRA - RE-APPROPRIATING
URBAN CORE AND EASTSIDE CRA UNENCUMBERED CARRYFORWARD ALLOCATIONS**RECOMMENDATION:**That the Community Redevelopment Agency (CRA) adopt Supplemental Budget Resolution
No. 2026-16 CRA:A RESOLUTION OF THE
PENSACOLA
COMMUNITY
REDEVELOPMENT
AGENCY APPROVING
AND CONFIRMING
REVISIONS AND
APPROPRIATIONS FOR
THE FISCAL YEAR
ENDING SEPTEMBER 30,
2026; PROVIDING FOR AN
EFFECTIVE DATE.**SUMMARY:**

This action will advance the City of Pensacola's Strategic Plan Goals: More Walkable, Mix-Use Districts, and Public Spaces That Connect Communities. The project will also advance the 2025 Urban Core Redevelopment Plan's recommendations as follows: Furtherance of the Wright and Alcaniz Special Demonstration Project, and Transportation, Streets and Parking.

On February 9, 2026, the Community Redevelopment Agency (CRA) approved Supplemental Budget Resolution (SBR) No. 2026-06 carrying forward non-encumbered funding for the CRA, Westside TIF, Eastside TIF and 2017 and 2019 Redevelopment Revenue Bond funds into fiscal year 2026 but requested that each fund go before the appropriate redevelopment advisory board for their input. Funding allocations were presented to each respective redevelopment board and their recommendations brought back to the CRA during the March and April meetings.

On March 9, 2026, the CRA approved reallocation of the Eastside funding as recommended by the Eastside Redevelopment Board. On April 6, 2026, the CRA approved reallocation of \$95,000 from the Hashtag and Waterfront Development (Palafox Pier Fountain) project to Alcaniz Streetscape Revitalization (Garden to Bayfront), a component of the Urban Core Redevelopment Board's recommendation. The board directed staff to bring back an action item to its May meeting to consider the remaining reallocation recommended by the Urban Core Redevelopment Board. No changes were recommended by the Westside Redevelopment Board. The remaining reallocation recommended by the Urban Core Redevelopment Board is included in Supplemental Budget Resolution No. 2026-16 CRA for approval by CRA along with the recommended changes from the Eastside Redevelopment Board for clarity. A copy of each Board's respective draft minutes are attached for reference.

PRIOR ACTION:

February 9, 2026 - The CRA approved Supplemental Budget Resolution (SBR) No. 2026-06 carrying forward non-encumbered funding for the CRA, Westside TIF, Eastside TIF and 2017 and 2019 Redevelopment Revenue Bond funds into fiscal year 2026.

March 9, 2026 - The CRA received an update upon the Eastside Redevelopment Board (ERB)'s carryforward recommendations and approved reallocation of the Eastside funding as recommended by the ERB.

April 6, 2026 - The CRA received an update upon the Westside and Urban Core Redevelopment Board's (WRB & UCRB) carryforward recommendations and approved reallocation of \$95,000 from the Hashtag and Waterfront Development (Palafox Pier Fountain) project to Alcaniz Streetscape Revitalization (Garden to Bayfront), a component of the UCRB's recommendation.

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution approves the reallocation of funding within the CRA Fund in accordance with the recommendations of the Urban Core Redevelopment Board.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Jr., Associate City Administrator
Anna Kate Baygents, Assistant Economic Development Director
Victoria D'Angelo, CRA Administrative Officer

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-16 CRA
2. Supplemental Budget Explanation No. 2026-16 CRA
3. Draft ERB Minutes - 2/24/26
4. ERB Carryforward Recommendations
5. Draft WRB Minutes - 3/17/26
6. WRB Carryforward Recommendations
7. Draft UCRB Minutes - 3/24/26
8. UCRB Carryforward Recommendations

PRESENTATION: No

CRA RESOLUTION NO: 2026-16 CRA

A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND CONFIRMING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE GOVERNING BOARD OF THE COMMUNITY REDEVELOPMENT REDEVELOPMENT AGENCY AS FOLLOWS:

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. COMMUNITY REDEVELOPMENT AGENCY FUND

As Reads:	Operating Expenses	12,374,570
Amended		
To Read:	Operating Expenses	12,374,570

B. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND

As Reads:	Operating Expenses	744,844
Amended		
To Read:	Operating Expenses	744,844

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 immediately upon adoption.

Adopted: _____

Approved: _____
Chairperson, CRA

Attest:

City Clerk

**THE CITY OF PENSACOLA
COMMUNITY REDEVELOPMENT AGENCY
APRIL 2026 - REALLOCATION OF FUNDS FROM NON-ECUMBERED CARRYOVER- RESOLUTION NO 2026-16 CRA**

FUND	AMOUNT	DESCRIPTION
A. COMMUNITY REDEVELOPMENT AGENCY FUND		
Appropriations		
Operating Expenses	(1,349,600)	Decrease appropriation for Operating Expenses - Strategic Development Support Incentives - Mixed Use Grocery Development Streetscape
Operating Expenses	(95,000)	Decrease appropriation for Operating Expenses - Hashtag & Waterfront (Palafox Pier Fountain)
Operating Expenses	644,600	Increase Appropriation for Operating Expenses - Alcaniz Streetscape Revitalization (Garden to Bayfront) - Design & Crosswalk Construction
Operating Expenses	800,000	Increase Appropriation for Operating Expenses - Wright & Alcaniz Area - Garden & Alcaniz Revitalization
Total Appropriations	<u>0</u>	
B. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND		
Appropriations		
Operating Expenses	(130,000)	Decrease appropriation for Operating Expenses - ES TIF- Planning & Analysis - Crystal Ice House
Operating Expenses	35,000	Increase appropriation for Operating Expenses - ES TIF- Affordable Housing Infill Development - 2700 MLK
Operating Expenses	35,000	Increase appropriation for Operating Expenses - ES TIF- Affordable Housing Infill Development - 1700 MLK
Operating Expenses	60,000	Increase appropriation for Operating Expenses - ES TIF- Residential Resiliency Program
Total Appropriations	<u>0</u>	



City of Pensacola

EASTSIDE REDEVELOPMENT BOARD

MINUTES

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

February 24, 2026

3:30 PM

Hagler-Mason, 2nd Floor

CALL TO ORDER

The Eastside Redevelopment Board (ERB) meeting was called to order by Board Member White at 3:32 P.M.

ROLL CALL/DETERMINATION OF QUORUM

Members Present: Tommy White, Jennifer Brahier, George Grace, Hugh King

Members Absent: Zachary Lane

A quorum was present at 3:33 P.M.

ELECTION OF OFFICERS

Board Member White called for nominations for Chairperson.

A motion to appoint Board Member White as Chairperson was made by Board Member King and seconded by Board Member Grace.

The motion passed by the following vote:

Yes: 4 Tommy White, George Grace, Hugh King, Jennifer Brahier
No: 0 None

Board Member White was elected as Chairperson.

Chairperson White called for nominations for Vice-Chairperson.

A motion to appoint Board Member King was made by Chairperson White and seconded by Board Member Brahier.

The motion passed by the following vote:

Yes: 4 Tommy White, George Grace, Hugh King, Jennifer Brahier
No: 0 None

Board Member King was elected as Vice-Chairperson.

(Board Member Lane Not Present)

ADMINISTRATOR'S COMMUNICATIONS

Anna Kate Baygents, Assistant Economic Development Director, introduced Don Kraher, Council Executive, of the City Council's Office. Mr. Kraher provided an overview of the proposed amendments to the Eastside Redevelopment Board Enabling Ordinance. The amendments are intended to bring the ordinance into compliance with the City Council Boards and Commissions Handbook and to ensure consistency with other boards.

Among the proposed changes are the removal of the individual association direct appointments and an increase in board membership to seven members. Discussion followed, during which staff and Mr. Kraher responded to questions accordingly.

Jeannie Rhoden, Public Speaker, addressed the board and expressed concerns regarding the proposed elimination of the individual association direct appointment.

APPROVAL OF MINUTES

1. 26-206 ERB MEETING MINUTES 11/04/2025

A motion to approve was made by Board Member King and seconded by Board Member Grace.

The motion by the following vote:

Yes: 3 Tommy White, George Grace, Hugh King
No: 0 None

(Board Member Lane Not Present)

2. 26-208 ERB MEETING MINUTES 02/25/2025

A motion to approve was made by Board Member Brahier and seconded by Chairperson White.

The motion passed by the following vote:

Yes: 3 Tommy White, George Grace, Hugh King

No: 0 None

(Board Member Lane Not Present)

PRESENTATIONS

None

DISCUSSION ITEMS

3. 26-180 PROJECT LIST AND IMPLEMENTATION PLAN STATUS REPORT

Hilary Halford, CRA Programs Officer, Introduced the item. Amanda Childers, Program Coordinator, provided an update of the Residential Property Improvement and Resiliency Programs. Discussion ensued. Staff answered questions accordingly.

ACTION ITEMS

4. 26-248 CARRYOVER

Hilary Halford, CRA Programs Officer provided an overview of this item. Anna Kate Baygets, Assistant Economic Development Director, gave an explanation of carryover funds and regulations regarding how they can be reallocated. Discussion ensued. Staff answered questions accordingly.

A motion to recommend was made by Chairperson White and seconded by Board Member King.

The recommendation is to reallocate the \$150,000 funding designated for the Crystal Ice House Market from FY25 Carryover to the following:

\$20,000 to the Crystal Ice House Market

\$60,000 to the Resiliency Program

\$35,000 to 1700 MLK

\$35,000 to 2700 MLK

The motion passed by the following vote:

Yes: 3 Tommy White, Hugh King, George Grace
No: 0 None

A motion to approve was made by Board Member King and seconded by Chairperson White.

Approve carryover as amended to the following recommendation, the \$150,000 funding designated for the Crystal Ice House Market from FY25 Carry over to the following

\$20,000 to the Crystal Ice House Market
\$60,000 to the Resiliency Program
\$35,000 to 1700 MLK
\$35,000 to 2700 MLK

With no other changes to the other carryover allocations.

The motion passed by the following vote:

Yes: 3 Tommy White, Hugh King, George Grace
No: 0 None

(Board Member Lane Not Present)

5. 26-182 FY2027 EASTSIDE PROJECT PRIORITIES

A motion to approve was made by Board Member King and seconded by Board Member Grace.

Discussion ensued. Staff answered questions accordingly.

A motion to amend the project priority list was made by Chairperson White and seconded by Board Member King.

The top seven 2027 project priorities were identified as follows:

1. 1700 MLK
2. 2700 MLK

3. Residential Property Improvement Program
4. Resiliency
5. Sidewalks
6. Small Scale Affordable Rental Program
7. Crystal Ice House Market

The motion passed by the following vote:

Yes: 3 Tommy White, Hugh King, George Grace

No: 0 None

(Board Member Lane Not Present)

BOARD MEMBERS COMMENTS

Board Member King requested clarification regarding the realignment of the ordinance. He also commended Chairperson White for his performance and leadership as Chair.

Chairperson White expressed his appreciation to the CRA for the board training he received.

OPEN FORUM

Jeannie Rhoden, Public Speaker, addressed the Board to inquire about the cost of obtaining copies of the Eastside Redevelopment Board Plans from 2025 and 2004. Hilary Halford, CRA Programs Officer, advised that these documents would need to be requested through a formal public records request submitted to the City Clerk's Office.

ADJOURNMENT

5:42 P.M.

EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND

Project Name	Original	Recommended Carryforward	Eastside Redevelopment Board Recommended Carryforward	FY2026 Budget	Total	Funding Phase
Crystal Ice House Market	\$	150,000.00	\$ 20,000.00	\$ 80,000.00	\$ 100,000.00	Planning/Design
Affordable Housing Infill Development					\$ -	
2700 MLK	\$	100,447.00	\$ 135,447.00	-	\$ 135,447.00	Design/Construction
1700 MLK	\$	96,032.00	\$ 131,032.00	-	\$ 131,032.00	Design/Construction
Non-specified		\$4,492	\$4,492	-	\$ 4,492.00	Design/Construction
	\$	200,971.00	\$ 270,971.00	-	\$ 270,971.00	
Small Scale Affordable Rental Program	\$	100,000.00	\$ 100,000.00	-	\$ 100,000.00	Implementation
TIF Expansion/Plan Update	\$	124,770.00	\$ 124,770.00		\$ 124,770.00	Implementation
Residential Property Improvement Program	\$	161,727.00	\$ 161,727.00	250,000.00	\$ 411,727.00	Implementation (3-4 projects)
Hollice T. Williams Parks					\$ -	
Oral History Study*	\$	-		\$22,900	\$ 22,900.00	Implementation
Resiliency Program	\$	-	\$ 60,000.00	-	\$ 60,000.00	
Debt Service	\$	4,590.00	\$ 4,590.00	104,100.00	\$ 108,690.00	N/A
GRAND TOTAL	\$	742,058.00	\$ 742,058.00	457,000.00	\$ 1,199,058.00	

*Project shared with Urban Core district. UC allocation - \$9,800.



City of Pensacola

WESTSIDE REDEVELOPMENT BOARD

MINUTES

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

March 17, 2026

3:30 PM

Hagler Mason Conference Room,
2nd Floor, City Hall

CALL TO ORDER

The Westside Redevelopment Board (WRB) meeting was called to order by Vice Chairperson Lennon at 3:37 p.m. Chairperson Davis arrived at 3:39 p.m. and thereafter assumed presiding duties.

ROLL CALL/DETERMINATION OF QUORUM

Members Present: Joe Lennon, Michelle Press (Left at 5:20 P.M.), Leah Langford (Left at 5:20 P.M.), Michael Hayes (Left at 6:02 P.M.), Andrea Greer, C. Marcel Davis (arrived at 3:39 P.M.) Ex-Officio Jennifer Brahier

Members Absent: None

Quorum was present.

ADMINISTRATOR'S COMMUNICATIONS

Anna Kate Baygents, Assistant Economic Development Director, presented a Google Map illustrating the locations of CRA projects within the Westside Redevelopment district. (This was called and discussed after approval of minutes.)

APPROVAL OF MINUTES

1. 26-350 WRB MEETING MINUTES 12/16/2025

A motion to approve was made by Board Member Press and seconded by Vice Chairperson Lennon.

The motion passed by the following vote:

Yes: 6 Joe Lennon, Michelle Press, Leah Langford, Michael Hayes, Andrea

Greer, C. Marcel Davis
No: 0 None

DISCUSSION ITEMS

2. 26-298 WESTSIDE PROJECT PRIORITIES AND IMPLEMENTATION PLAN

Hilary Halford, CRA Programs Officer, introduced the item and provided updates on the progression of the Small-Scale Rental Development Program Policy, the Gibson School, and the Alice Williams Rehabilitation Project.

Amanda Childers, CRA Program Coordinator, presented the status of the Residential Property Improvement Program and the Resiliency Program.

Shirley Baylis, CRA Program Manager, provided an update on the Commercial Property Improvement Program.

Ann Teston, Incentives and Land Development Program Manager, provided updates on the HBA infill projects located at 2300 W.E. Jackson Street and 1491 N. E Street. A request was made for the Community Land Trust resale formula, and Ms. Teston advised that she would provide the information. She also reported on the status of redevelopment efforts at 2305 and 2301 W. Cervantes Street.

Victoria D'Angelo, CRA Administrative Officer, reported on the development of the Predevelopment Program.

Anna Kate Baygents, Assistant Economic Development Director, reported on the Baptist demolition project and stated that she would provide postcards for upcoming community engagement events.

Caitlin Cerame, Transportation Manager, and Brad Hinote, City Engineer, provided an update on the West Main Street Corridor design plans and Legion Field connectivity.

Staff answered questions accordingly.

ACTION ITEMS

3. 26-354 CONCEPT DESIGN RECOMMENDATIONS - FLORIDA SUNTRAIL
DOWNTOWN WATERFRONT CONNECTOR PROJECT (WEST SEGMENT)

Victoria D'Angelo, CRA Administrative Officer, provided background on the item and introduced the presentation team. Chris Barnes, Principal Landscape Architect with Scape; Gabrielle Reashleigh, Associate with Scape; Matt Taylor, Principal with AtkinsRéalis; and Ken Good, Project Manager with AtkinsRéalis, delivered a presentation outlining the project design overview and key takeaways from the public engagement meeting held on February 24, 2026. Board Member Press requested access to the QR code, and Anna Kate Baygents, Assistant Economic Development Director, stated staff would provide.

A motion to recommend was made by Board Member Press and seconded by Vice Chairperson Lennon.

The recommendation is to evaluate for lighting options, low maintenance planting, garbage cans, the connectivity to L street and ADA compliance.

The motion Passed by the following vote:

Yes: 6 Joe Lennon, Michelle Press, Leah Langford, Michael Hayes, Andrea Greer, C. Marcel Davis
No: 0 None

4. 26-300 CARRYOVER

Anna Kate Baygents, Assistant Economic Development Director, provided an overview of the item. Victoria D'Angelo, CRA Administrative Officer, also addressed the item and offered additional information.

A motion to approve was made by Vice Chairperson Lennon and seconded by Board Member Greer.

Discussion ensued. Staff answered questions accordingly. Chairperson Davis called for a vote to recommend to the Community Redevelopment Board (CRA) to approve the allocation of the FY2025 Non-Encumbered Carryover as presented by staff.

The motion Passed by the following vote:

Yes: 4 Joe Lennon, Michael Hayes, Andrea Greer, C. Marcel Davis

No: 0 None

(Board Member Press and Board Member Langford Not Present)

5. 26-328 FY2027 WESTSIDE PROJECT PRIORITIES

Anna Kate Baygents, Assistant Economic Development Director, provided an introduction to this item.

A motion to Approve was made by Vice Chairperson Lennon and seconded by Board Member Hayes.

Discussion ensued. Staff answered questions accordingly. Chairperson Davis called a vote to approve priorities as currently listed.

The motion Passed by the following vote:

Yes: 4 Joe Lennon, Michael Hayes, Andrea Greer, C. Marcel Davis

No: 0 None

(Board Member Press and Board Member Langford Not Present)

PRESENTATIONS

None

BOARD MEMBER COMMENTS

Vice Chairperson Lennon inquired about roadway diets on Garden Street, and Victoria D'Angelo, CRA Administrative Officer, provided clarifying information. He also inquired about strategies to attract commercial businesses to the westside district, including the potential for a partnership with Pensacola State College's culinary program.

Chairperson Davis noted that Bright Bridge Ministries operates a kitchen program that educates and certifies individuals for employment in the culinary field and provides appropriate work attire.

Hilary Halford, CRA Programs Officer, stated that vacant commercial buildings are not readily available for use for this concept.

OPEN FORUM

None

ADJOURNMENT

6:07 P.M.

DRAFT

WESTSIDE TAX INCREMENT FINANCING (TIF) DISTRICT

Project Name	Approved Carryforward (<i>Restricted</i>)		Recommended Carryforward	Westside Redevelopment Board Recommended Carryforward		FY2026 Budget Total		Funding Phase	
Gibson School Site Redevelopment	\$	500,000.00		\$	500,000.00	\$	-	\$ 500,000.00	Planning/Design/Construction (Grant matching funds)
Gregory Street Improvements	\$	-	\$ 412,234.00	\$	412,234.00	\$	-	\$ 412,234.00	Planning/Design
Wright Street Improvements	\$	-	\$ 149,305.00	\$	149,305.00	\$	-	\$ 149,305.00	Planning/Design
A Street Improvements*	\$	-	\$ 114,106.00	\$	114,106.00	\$	-	\$ 114,106.00	Planning/Design
L Street Improvements	\$	-	\$ 293,617.00	\$	293,617.00	\$	-	\$ 293,617.00	Planning/Design
ACW Superfund Site Redevelopment	\$	42,452.00	-	\$	42,452.00	\$	-	\$ 42,452.00	Planning/Due Diligence
Alice Williams Rehabilitation	\$	130,779.00	\$ -	\$	130,779.00	\$	-	\$ 130,779.00	Construction
Connectivity to Legion Field & Global Learning Academy	\$	745,565.00	\$ -	\$	745,565.00	\$	-	\$ 745,565.00	Construction
West Main Street Improvements	\$	-	\$ 316,550.00	\$	316,550.00	\$	-	\$ 316,550.00	Construction
2300 W Jackson Sidewalks	\$	60,686.00	\$ -	\$	60,686.00	\$	-	\$ 60,686.00	Construction
Barrancas Avenue Corridor Strategy	\$	-	-			\$	325,000.00	\$ 325,000.00	Planning/Design
Baptist Hospital Redevelopment	\$	1,193,355.00	-	\$	1,193,355.00	\$	300,000.00	\$ 1,493,355.00	Demolition/Carrying Costs/Planning
Baptist Hospital Redevelopment (CDBG-DR Area)	\$	498,000.00	\$ -	\$	498,000.00	\$	-	\$ 498,000.00	Planning/Design/Construction (Grant matching funds)
Acquisition & Redevelopment	\$	-	-			\$	73,800.00	\$ 73,800.00	N/A
Suntrail - West Segment (part of ACW Superfund Spec. Demonstration Project)	\$	127,230.00	-	\$	127,230.00	\$	-	\$ 127,230.00	Design
Small Scale Affordable Housing Rental Program	\$	-	\$ 982,800.00	\$	982,800.00	\$	217,200.00	\$ 1,200,000.00	Implementation
Affordable Housing Predevelopment Program	\$	-	\$ 150,000.00	\$	150,000.00	\$	-	\$ 150,000.00	Implementation
TIF Expansion/Plan Update	\$	-	\$ 130,775.00	\$	130,775.00	\$	-	\$ 130,775.00	Implementation
Residential Property Improvement Program	\$	-	\$ 35,900.00	\$	35,900.00	\$	509,100.00	\$ 545,000.00	Implementation
Residential Resiliency Program	\$	-	\$ 153,694.00	\$	153,694.00	\$	45,000.00	\$ 198,694.00	Implementation
Commercial Property Improvement Program (CPIP)	\$	-	\$ 482,500.00	\$	482,500.00	\$	300,000.00	\$ 782,500.00	Implementation
Debt Service	\$	11,816.00	\$ -	\$	11,816.00	\$	279,900.00	\$ 291,716.00	N/A
GRAND TOTAL	\$	3,309,883.00	\$ 3,221,481.00	\$	6,531,364.00	\$	2,050,000.00	\$ 8,581,364.00	

*Project shared with Urban Core district. UC allocation - \$114,106



City of Pensacola

URBAN CORE REDEVELOPMENT BOARD

MINUTES

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

March 24, 2026

3:30 PM

Hagler-Mason, 2nd Floor

CALL TO ORDER

The Urban Core Redevelopment Board (UCRB) meeting was called to order by Chairperson Satterwhite at 3:33 P.M.

ROLL CALL/DETERMINATION OF QUORUM

Members Present: Christopher Satterwhite, Eddie Todd, Linda Webb, Kelly Wieczorek, Shirley Kirchharr Cronley, Michelle MacNeil, Melanie Nichols, Michael Carro (Arrived at 3:35 P.M.)

Members Absent: Ex-Officio Jared Moore

Quorum was present at 3:34 P.M.

ADMINISTRATOR'S COMMUNICATIONS

None.

APPROVAL OF MINUTES

1. 26-241 UCRB MEETING MINUTES 01/20/2026

A motion to approve was made by Board Member Webb and seconded by Board Member Nichols.

The motion passed by the following vote:

Yes: 7 Christopher Satterwhite, Eddie Todd, Linda Webb, Kelly Wieczorek, Shirley Kirchharr Cronley, Michelle MacNeil, Melanie Nichols

No: 0 None

(Vice-Chairperson Carro and Ex-Officio Moore were not present)

2. 26-347 UCRB MEETING MINUTES 02/11/2025

A motion to approve was made by Board Member Nichols and seconded by Board Member Wieczorek.

The motion passed by the following vote:

Yes: 8 Christopher Satterwhite, Eddie Todd, Linda Webb, Kelly Wieczorek,
Shirley Kirchharr Cronley, Michelle MacNeil, Melanie Nichols, Michael
Carro

No: 0 None

(Ex-Officio Moore was not present)

PRESENTATIONS

None.

ACTION ITEMS

3. 26-387 CONCEPT DESIGN RECOMMENDATIONS - FLORIDA SUNTRAIL
DOWNTOWN WATERFRONT CONNECTOR PROJECT (URBAN CORE
SEGMENT)

CRA Programs Officer, Hilary Halford introduced the item and welcomed Caitlin Cerame, Transportation Manager, who in turn introduced the presentation team. Gabrielle Reashleigh, Associate with Scape, and Matt Taylor, Principal with AtkinsRéalis, delivered a presentation outlining the project design overview and summarizing key takeaways from the public engagement meeting held on February 24, 2026. Discussion ensued. Staff and presentation team answered questions accordingly.

A motion to recommend was made by Vice-Chairperson Carro and seconded by Board Member MacNeil.

The Board recommended extending the Cedar Street portion of the trail east to the CRX railroad parcel boundary, then north to Main Street and onward to Bartram

Park; evaluate a four way stop at Palafox and Cedar Street; and explore the alternate boardwalk route connecting to Community Maritime Park.

The motion passed by the following vote:

Yes: 8 Christopher Satterwhite, Eddie Todd, Linda Webb, Kelly Wieczorek,
Shirley Kirchharr Cronley, Michelle MacNeil, Melanie Nichols, Michael
Carro

No: 0 None

(Ex-Officio Moore was not present)

4. 26-364 CARRYOVER

Anna Kate Baygents, Assistant Economic Development Director, provided an overview of the item. Discussion ensued. Staff answered questions accordingly. Board Member Todd requested the board receive copies of the Bay Center study draft reports. Anna Kate Baygents, stated staff would provide. Important dates provided were April 6, 2026, for the CRA Meeting at 3:30 P.M. and April 16, 2026 for a joint meeting with City Council and the Board of County Commissioners and consultants in the Hagler Mason Conference Room, 2nd floor of City Hall at 9 A.M.

A motion to recommend was made by Vice-Chairperson Carro and seconded by Board Member Nichols.

The recommendation is to reallocate the \$1,349,600.00 from the Strategic Development Support Incentives — Mixed Use Grocery Development Streetscape as follows: \$800,000.00 to the Wright and Alcaniz area around the Bay Center for planning, and \$549,600.00 to South Alcaniz planning and construction project. As well as reallocate \$95,000.00 from Palafox Pier Fountain Improvements to the Alcaniz crosswalk project and approve remaining as presented.

The motion passed by the following vote:

Yes: 8 Christopher Satterwhite, Eddie Todd, Linda Webb, Kelly Wieczorek, Shirley Kirchharr Cronley, Michelle MacNeil, Melanie Nichols, Michael Carro

No: 0 None

(Ex-Officio Moore was not present)

5. 26-365 FY2027 URBAN CORE PROJECT PRIORITIES

Hilary Halford, CRA Programs Officer, introduced the item. Discussion ensued. Staff answered questions accordingly.

A motion to approve was made by Chairperson Satterwhite and seconded by Board Member Wieczorek.

The motion was made to update the top five priorities on the project priority list as follows:

1. Affordable Housing Initiatives
2. Low Barrier Shelter and Day Use Center
3. Bruce Beach Park Improvements
4. Residential Property Improvement Program
5. Public Restrooms, including the addition of a Portland Loo at Veterans Park

The motion also included adding Florida Square Park improvements to the project priority list.

The motion passed by the following vote:

Yes: 8 Christopher Satterwhite, Eddie Todd, Linda Webb, Kelly Wieczorek, Shirley Kirchharr Cronley, Michelle MacNeil, Melanie Nichols, Michael Carro

No: 0 None

(Ex-Officio Moore was not present)

DISCUSSION ITEMS

None.

OPEN FORUM

None.

ADJOURNMENT

5:22 P.M.

URBAN CORE TAX INCREMENT FINANCING DISTRICT FUND (CRA FUND)

Project Name	Approved Carryforward (<i>Restricted</i>)	Original Recommended Carryforward	Urban Core Redevelopment Board Recommended Carryforward	FY2026 Budget	Total	Funding Phase
Hashtag/Waterfront Development (Spec. Demonstration Project)						
<i>Palafox Pier Fountain Improvements</i>	\$120,000.00		\$25,000.00		\$25,000.00	Planning/Design/Construction
<i>South Palafox Pedestrian Improvement Project</i>	\$5,999,758.00		\$5,999,758.00	\$1,227,587.00	\$7,227,345.00	Construction
<i>Suntrail - East Segment</i>	\$74,330.00		\$74,330.00		\$74,330.00	Planning/Design
<i>Unspecified</i>		\$2,232,803.00	\$2,232,803.00		\$2,232,803.00	Planning/Design/Construction
Wright & Alcaniz Area (Spec. Demonstration Project)						
<i>Wright & Alcaniz Area - Connectivity</i>		\$300,000.00	\$800,000.00		\$800,000.00	Planning
<i>Wright & Alcaniz Area - Garden & Alcaniz Revitalization</i>		\$100,000.00	\$100,000.00		\$100,000.00	Planning/Design/Construction
<i>S. Alcaniz planning and construction project</i>			\$549,600.00		\$549,600.00	
<i>Alcaniz crosswalk project</i>			\$95,000.00		\$95,000.00	
Hollice T. Williams Park						
<i>Oral History Study*</i>				\$9,800.00	\$9,800.00	Planning
Bruce Beach Phase III		\$0.00		\$400,000.00	\$400,000.00	Planning/Design
Public Restrooms		\$500,000.00	\$500,000.00		\$500,000.00	Planning/Design/Construction
Garden Street Improvements		\$1,523,100.00	\$1,523,100.00		\$1,523,100.00	Planning/Design/Construction
A Street Improvements**		\$114,106.00	\$114,106.00		\$114,106.00	Planning/Design
Bayfront Parkway Trail Improvements		\$10,000.00	\$10,000.00		\$10,000.00	Construction

Affordable Housing Infill Development					
925 E Jackson Street Redevelopment	\$240,000.00		\$240,000.00		\$240,000.00 Construction
Land Acquisition (DIG Grant)	\$182,460.00		\$182,460.00		Acquisition (Grant Matching Funds)
Unspecified		\$177,540.00	\$177,540.00		\$177,540.00 Planning/Design/Construction
Property Management/Landscape & Site Maintenance		\$123,000.00	\$123,000.00		\$123,000.00 Implementation
Community Maritime Park Improvements (Blue Wahoos Stadium)	\$286,400.00		\$286,400.00		\$286,400.00 Construction
Bruce Beach Phase II	\$69,181.00		\$69,181.00		\$69,181.00 Construction (Proj Close Out)
Community Policing				\$352,100.00	\$352,100.00 Implementation
Small-Scale Affordable Housing Rental Program		\$900,000.00	\$900,000.00	\$300,000.00	\$1,200,000.00 Implementation
Affordable Housing Predevelopment Program		\$209,448.00	\$209,448.00		\$209,448.00 Implementation
Plan Update		\$23,655.00	\$23,665.00		\$23,665.00 Implementation
Residential Property Improvement Program	-			\$450,000.00	\$450,000.00 Implementation
Resiliency Program		\$100,000.00	\$100,000.00	\$45,000.00	\$145,000.00 Implementation
Commercial Property Improvement Program (CPIP)		\$482,500.00	\$482,500.00	\$300,000.00	\$782,500.00 Implementation
Strategic Development Support Incentives - Mixed Use		\$1,349,600.00			Construction
Grocery Development Streetscape				\$78,200.00	Planning/Design/Construction
Parks and Public Spaces					\$78,200.00
Debt Service	\$1,989,182.00		\$1,989,182.00	\$5,282,900.00	\$7,272,082.00
GRAND TOTAL	\$2,767,223.00	\$5,512,949.00	\$16,807,073.00	\$8,445,587.00	\$25,252,660.00

*Project shared with Eastside district. ES allocation - \$22,900.

**Project shared with Westside district (50/50 split)

Memorandum

File #: 26-505

Community Redevelopment Agency

5/11/2026

ACTION ITEM

SPONSOR: Delarian Wiggins - Chairperson

SUBJECT:

BAYFRONT TRAIL IMPROVEMENT PROJECT - SUPPLEMENTAL LANDSCAPE DESIGN SERVICES

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) reallocate \$15,000 from the Hashtag/Waterfront Development Project to the Bayfront Trail Improvement Project for supplemental landscape design services.

SUMMARY:

This project will advance the City of Pensacola Strategic Plan Goals: More Walkable, Mixed-Use Districts and Public Space that Connect Communities. The project will also advance the 2025 Urban Core Redevelopment Plan Recommendation: Open Space and Community Amenities, "Bluffline along Bayfront Parkway" project.

The Florida Department of Transportation is currently redesigning a segment of Bayfront Parkway to incorporate a 12-foot-wide Sun-Trail multiuse path. FDOT will be responsible for designing the trail and associated lighting improvements, with lighting to be installed through a partnership between FDOT and Florida Power & Light. Construction of the trail improvements will be fully funded by FDOT.

As part of the overall project, FDOT has also committed \$750,000 in funding for landscape improvements. The City has initiated conceptual landscape design and will soon begin amenity design in coordination with the Community Redevelopment Agency (CRA), utilizing the \$10,000 allocation approved in February 2026.

To ensure meaningful and well-informed community input, additional funding is requested to support targeted public engagement efforts associated with the project's landscape and amenity design. The supplemental budget allocation will fund a structured engagement process including:

- A public workshop to gather input on the conceptual landscape and amenity plans
- Presentation to the Urban Core Redevelopment Board at the concept design phase
- Presentation to the Community Redevelopment Agency (CRA) at the 60% design

milestone

These efforts are intended to ensure that the final design reflects community priorities, enhances transparency, and aligns with redevelopment objectives. Conceptual landscape plans are attached for reference. Supplemental funding for construction will be brought forward for CRA consideration at a later date, once detailed cost estimates have been developed.

PRIOR ACTION:

February 9, 2026 - The CRA adopted Supplemental Budget Resolution No. 2026-06 CRA carrying forward \$10,000 under Bayfront Trail Improvement Project for design of amenity improvements.

February 12, 2026 - City Council adopted Supplemental Budget Resolution No. 2025-103 carrying forward \$10,000 under Bayfront Trail Improvement Project for design of amenity improvements.

FUNDING:

Budget: \$75,390.00	General Fund - Bayfront Trail Improvements (Landscape)
<u>\$25,000.00</u>	CRA Fund - Bayfront Trail Improvements (Landscape/Amenities)
100,390.00	TOTAL
Actual: \$100,390.00	Landscape/Amenity Design

FINANCIAL IMPACT:

The funds for Hashtag/Waterfront Development were appropriated in the CRA Fund on Supplemental Budget Resolution No. 2026-06 CRA and 2025-103 at the February 9 and 12, 2026 CRA and City Council Meetings, respectively. Approval of this item would authorize the re-allocation of funding in the amount of \$15,000 from the Hashtag/Waterfront Project to the Bayfront Trail Improvement Project. If approved, the funding re-allocation will be presented to City Council to request re-appropriation under a separate supplemental budget resolution.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Jr., Associate City Administrator
Anna Kate Baygents, Assistant Economic Development Director
Amy Tootle, Public Works Director
Brad Hinote, City Engineer
Victoria D'Angelo, CRA Administrative Officer

ATTACHMENTS:

1. Bayfront Trail - Conceptual Landscape Design 08/20/25

PRESENTATION: No



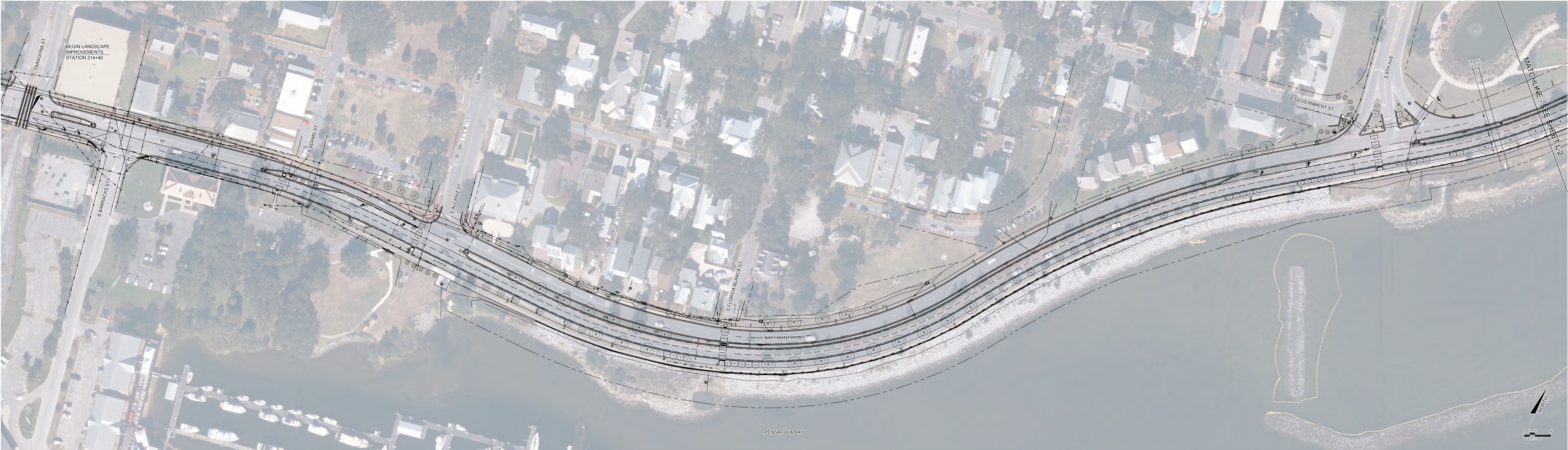
CONCEPTUAL LANDSCAPE PLAN - WEST SECTION - L-1

PLANT LEGEND					
SYMBOL	BOTANICAL NAME	COMMON NAME	SYMBOL	BOTANICAL NAME	COMMON NAME
	PALM TREES			SHRUBS	
	<i>Sabal palmetto</i>	Sabal Palm Washington		<i>Baccharis halimifolia</i>	Groundsel Bush
	<i>Washingtonia robusta</i>	Palm		<i>Distylium x Blue Cascade</i>	Blue Cascade Distylium
				<i>Distylium x Coppertone</i>	Coppertone Distylium
	TREES			<i>Leucophyllum frutescens</i>	Texas Sage
	<i>Acer rubrum</i>	Red Maple		<i>Pittosporum tobira 'Variegata'</i>	Variegated Pittosporum
	<i>Distylium x Linebacker</i>	Linebacker Distylium		<i>Viburnum obovatum 'Mrs. Schiller's Delight'</i>	Dwarf Walter's Viburnum
	<i>Liriodendron tulipifera</i>	Tulip Poplar		<i>Viburnum suspensum</i>	Sandankwa Viburnum
	<i>Magnolia grandiflora</i>	Southern Magnolia		<i>Zamia pumila</i>	Coontie
	<i>Magnolia grandiflora 'Little Gem'</i>	Little Gem Magnolia		GROUND COVER	
	<i>Magnolia x Soulangiana</i>	Saucer Magnolia		<i>Juniperus conferta 'Blue Pacific'</i>	Blue Pacific Juniper
	<i>Prunus cerasifera 'Krauter Vesuvius'</i>	Purple Leaf Plum			
	<i>Quercus virginiana</i>	Live Oak			



CONCEPTUAL LANDSCAPE PLAN - EAST SECTION - L-2

PLANT LEGEND					
SYMBOL	BOTANICAL NAME	COMMON NAME	SYMBOL	BOTANICAL NAME	COMMON NAME
PALM TREES			SHRUBS		
	<i>Sabal palmetto</i>	Sabal Palm Washington		<i>Baccharis halimifolia</i>	Groundsel Bush
	<i>Washingtonia robusta</i>	Palm		<i>Distylium x Blue Cascade</i>	Blue Cascade Distylium
TREES				<i>Distylium x Coppertone</i>	Coppertone Distylium
	<i>Acer rubrum</i>	Red Maple		<i>Leucophyllum frutescens</i>	Texas Sage
	<i>Distylium x Linebacker</i>	Linebacker Distylium		<i>Pittosporum tobira 'Variegata'</i>	Variegated Pittosporum
	<i>Liriodendron tulipifera</i>	Tulip Poplar		<i>Viburnum obovatum 'Mrs. Schiller's Delight'</i>	Dwarf Walter's Viburnum
	<i>Magnolia grandiflora</i>	Southern Magnolia		<i>Viburnum suspensum</i>	Sandankwa Viburnum
	<i>Magnolia grandiflora 'Little Gem'</i>	Little Gem Magnolia		<i>Zamia pumila</i>	Coontie
	<i>Magnolia x Soulangiana</i>	Saucer Magnolia	GROUND COVER		
	<i>Prunus cerasifera 'Krauter Vesuvius'</i>	Purple Leaf Plum		<i>Juniperus conferta 'Blue Pacific'</i>	Blue Pacific Juniper
	<i>Quercus virginiana</i>	Live Oak			



CANOPY GROWTH EXHIBIT - WEST SECTION - L-1

TREE CANOPY LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME
PALM TREES		
	<i>Sabal palmetto</i>	Sabal Palm
	<i>Washingtonia robusta</i>	Washington Palm
TREES		
	<i>Acer rubrum</i>	Red Maple
	<i>Distylium x Linebacker</i>	Linebacker Distylium
	<i>Liriodendron tulipifera</i>	Tulip Poplar
	<i>Magnolia grandiflora</i>	Southern Magnolia
	<i>Magnolia grandiflora</i> 'Little Gem'	Little Gem Magnolia
	<i>Magnolia x Soulangiana</i>	Saucer Magnolia
	<i>Prunus cerasifera</i> 'Krauter Vesuvius'	Purple Leaf Plum
	<i>Quercus virginiana</i>	Live Oak

NOTE: PALM TREE SYMBOLS ARE SHOWN ON TREE CANOPY LEGEND FOR REFERENCE ONLY. PALM TREES ARE EXEMPT FROM CANOPY GROWTH CONSIDERATIONS, TYP.



CANOPY GROWTH EXHIBIT - EAST SECTION - L-2

TREE CANOPY LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME
PALM TREES		
•	<i>Sabal palmetto</i>	Sabal Palm
•	<i>Washingtonia robusta</i>	Washington Palm
TREES		
⊙	<i>Acer rubrum</i>	Red Maple
⊙	<i>Distylium x Linebacker</i>	Linebacker Distylium
⊙	<i>Liriodendron tulipifera</i>	Tulip Poplar
⊙	<i>Magnolia grandiflora</i>	Southern Magnolia
⊙	<i>Magnolia grandiflora</i> 'Little Gem'	Little Gem Magnolia
⊙	<i>Magnolia x Soulangiana</i>	Saucer Magnolia
⊙	<i>Prunus cerasifera</i> 'Krauter Vesuvius'	Purple Leaf Plum
⊙	<i>Quercus virginiana</i>	Live Oak

NOTE: PALM TREE SYMBOLS ARE SHOWN ON TREE CANOPY LEGEND FOR REFERENCE ONLY; PALM TREES ARE EXEMPT FROM CANOPY GROWTH CONSIDERATIONS, TYP.

PROPOSED TREES



WASHINGTON PALM



SAUCER MAGNOLIA



LITTLE GEM MAGNOLIA



SOUTHERN MAGNOLIA



RED MAPLE



LINEBACKER DISTYLIUM



PURPLE LEAF PLUM



TULIP POPLAR



SABAL PALM



LIVE OAK



GROUNDSEL BUSH



COPPERTONE DISTYLIUM



DWARF WALTERS VIBURNUM



TEXAS SAGE



BLUE CASCADE DISTYLIUM



SANDANKWA VIRBURNUM



COONTIE



PACIFIC BLUE JUNIPER



VARIEGATED PITTOSPORUM

PROPOSED SHRUBS AND GROUND COVER