



City of Pensacola

City Council

Agenda

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

May 23, 2024, 5:30 PM

Hagler-Mason Conference Room, 2nd Floor

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Delarian Wiggins

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 24-395 APPROVAL OF MINUTES: REGULAR MEETING DATED MAY 9, 2024

Recommendation: That City Council approve the regular meeting minutes dated May 9, 2024

Sponsors: Council President Casey Jones

Attachments: *Draft: Regular Meeting Minutes Dated 5/9/2024*

APPROVAL OF AGENDA

CONSENT AGENDA

2. 24-392 APPOINTMENT - ARCHITECT ADVISORS-COMMUNITY
REDEVELOPMENT AREA URBAN DESIGN OVERLAY STANDARDS
ABBREVIATED REVIEW PROCESS

Recommendation: That City Council reappoint John C. von Senden as an alternate architect, who is licensed by the State of Florida and licensed to conduct business within the City of Pensacola, to serve as advisor to the Community Redevelopment Area Urban Design Overlay Standards Abbreviated Review Process for a term of two years, expiring May 31,

2026.

Sponsors: Council President Casey Jones

Attachments: *Application of Interest - John C. von Senden*
Resume - John C. von Senden
Ballot - Alternate Advisor

3. 24-400 AIRPORT - AWARD OF CONTRACT TO BAUMTECH LLC FOR RFP #24-013 FOR ATM CONCESSION OPERATION AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council approve the ranking of the selection committee and award a five-year contract to Baumtech LLC for Request for Proposals (RFP) No. 24-013 for Automatic Teller Machine (ATM) placement and operation at Pensacola International Airport. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer a contract, consistent with the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *24-013 Notice Of Intent To Award*
24-013 Ranking Matrix Final

4. 24-410 AWARD OF MRO HANGAR 2 LOADING DOCK RECONSTRUCTION AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council award Bid # 24-025, MRO Hangar 2 Loading Dock Repairs to Chavers Construction, Inc. of Cantonment, FL, the lowest and most responsible bidder with a base bid of \$157,420.00 plus a 10% contingency of \$15,742.00 for a total of \$173,162.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *ITB No. 24-025 Tabulation of Bids*
ITB No. 24-025 Final Vendor Reference List

5. 24-491 AWARD OF CONTRACT TO TYLER TECHNOLOGIES FOR THE UPGRADE OF THE CITY'S ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

Recommendation: That City Council award a contract for Software as a Service Agreement to Tyler Technologies of Yarmouth, Maine, for \$691,582 plus a contingency of \$58,418 for a total of \$750,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and

administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Tyler Technologies Statement of Work - City of Pensacola*

**6. 24-450 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL
PRESIDENT CASEY JONES - DISTRICT 3**

Recommendation: That City Council approve funding of \$500 to Be Ready Alliance Coordinating for Emergencies from the City Council Discretionary Funds for District 3.

Sponsors: Council President Casey Jones

Attachments: *None*

**7. 24-459 REVISED - DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL
MEMBER JENNIFER BRAHIER - DISTRICT 1**

Recommendation: That City Council approve funding of \$500 to the Hotel for Dogs and Cats of Northwest Florida, Inc., \$500 to Pearl's Feline Advocates United, Inc. and \$500 to Be Ready Alliance Coordinating for Emergencies from the City Council Discretionary Funds for District 1.

Sponsors: Council Member Jennifer Brahier

Attachments: *None*

**8. 24-502 ADD-ON -- DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL
VICE-PRESIDENT JARED MOORE - DISTRICT 4**

Recommendation: That City Council approve funding of \$1,000 to Gulf Coast Kids House, \$1,000 to the Children's Home Society of Florida, \$1,000 to the Be Ready Alliance Coordinating for Emergencies and \$1,000 to the Pensacola Perdido Bay Estuary Program from the City Council Discretionary Funds for District 4.

Sponsors: Council Vice President Jared Moore

Attachments: *None*

REGULAR AGENDA

**9. 24-449 DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY
- 925 EAST JACKSON STREET**

Recommendation: That City Council declare as surplus the real property located at 925 East Jackson Street (Parcel ID No. 00-0S-00-9025-005-082) and authorize the Mayor to dispose of the parcel via direct negotiation with a

community land trust non-profit organization, to be selected via established criteria listed in the required public notice, pursuant to F.S. 163.380. Also, that City Council authorize the Mayor to take all action necessary to execute and administer the transaction consistent with the Mayor's Executive Powers as granted by the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Appraisal Report N220-0089*

- 10. 24-402** PENSACOLA INTERNATIONAL AIRPORT - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 446650-1-94-01 - REMOTE PARKING LOT - CONSTRUCTION AT THE PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council accept the Florida Department of Transportation, Public Transportation Grant Agreement No. 446650-1-94-01 for the Remote Parking Lot Construction in the amount of \$2,200,000 with a \$2,200,000 local match for a total grant value of \$4,400,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *State of Florida Department of Transportation Public Transportation Grant Agreement No. 446650-1-94-01 Resolution No. 2024-40*

- 11. 24-403** RESOLUTION NO. 2024-40 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION AGREEMENT NO. 446650-1-94-01 - REMOTE PARKING LOT - CONSTRUCTION AT THE PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council adopt Resolution No. 2024-40.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 46650-1-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR REMOTE PARKING LOT – CONSTRUCTION AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2024-40
State of Florida Department of Transportation Public Transportation Grant Agreement No. 446650-1-94-01*

- 12. 24-416** ACCEPTANCE OF AMENDMENT ONE TO GRANT AWARD G0109 -

FLORIDA JOB GROWTH INFRASTRUCTURE, PROVIDING FOR
ADDITIONAL FUNDING TO GRANT AWARD.

Recommendation: That City Council approve the acceptance of Amendment One to grant agreement No: G0109 to retrofit Warehouse #10 at the Port of Pensacola in support of American Magic. This amendment is in the amount of \$1,623,426 for a total grant value of \$5,586,546. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Mayor D.C. Reeves

Attachments: *G0109 Amendment*

13. 24-417 SUPPLEMENTAL BUDGET RESOLUTION NO: 2024-38: AMENDMENT
TO GRANT AWARD G0109 - FLORIDA JOB GROWTH
INFRASTRUCTURE

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-38.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER
30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-38*
Supplemental Budget Explanation No. 2024-38

14. 24-464 AMENDMENT #1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY
OF PENSACOLA AND WEST FLORIDA HISTORIC PRESERVATION,
INC., (WFHPI) FOR ZARAGOZA STREET IMPROVEMENTS PROJECT

Recommendation: That City Council approve and authorize the Mayor to execute Amendment #1 to the Interlocal Agreement between the City of Pensacola, Florida and West Florida Historic Preservation, Inc., a Florida non-profit corporation and direct support organization of the University of West Florida ("**WFHPI**") related to providing pedestrian and aesthetic improvements to Zaragoza Street between Tarragona and Adams Streets. Further that City Council authorize the Mayor to take the actions necessary to execute and administer this Interlocal Agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a Supplemental Budget Resolution appropriating the additional funds.

Sponsors: Mayor D.C. Reeves

Attachments: *1st Amendment to Interlocal Agreement*
West Florida Historic Preservation - Interlocal Agreement FULLY
EXECUTED

- 15.** 24-468 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-042 - AMENDMENT
#1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF
PENSACOLA AND WEST FLORIDA HISTORIC PRESERVATION, INC.,
(WFHPI) FOR ZARAGOZA STREET IMPROVEMENTS PROJECT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-042.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER
30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-42*
Supplemental Budget Explanation No. 2024-42
1st Amendment to Interlocal Agreement
West Florida Historic Preservation - Interlocal Agreement FULLY
EXECUTED

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

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

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

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations

for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-395

City Council

5/23/2024

MINUTES

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED MAY 9, 2024

ATTACHMENTS:

1. Draft: Regular Meeting Minutes Dated 5/9/2024



City of Pensacola

CITY COUNCIL

MINUTES

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

May 9, 2024

5:30 PM

Hagler-Mason Conference Room,
2nd Floor

ROLL CALL

Council Vice President Moore called the regular meeting to order at 5:30 P.M.

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

Council Members Absent: Casey Jones

Also Present: Mayor D.C. Reeves

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Patton

AWARDS

In recognition of the Finance Director and accounting staff, Council Vice President Moore read (in its entirety) and Mayor Reeves presented the *Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the U.S. & Canada (GOFA) for its Fiscal Year 2022 Comprehensive Annual Financial Report* for the 43rd year.

Mayor Reeves presented and read (in its entirety) a proclamation recognizing *Public Works Week* to the Public Works Director and staff.

FIRST LEROY BOYD FORUM

Sherri Myers: Addressed Council indicating that she has concluded her ADA survey of playgrounds on the water. She expressed her disappointment and outrage regarding the playground installed at Bruce Beach. Further, she indicated

she would be making a case against the City.

Calvin Avant: Addressed Council regarding Unity in the Family Ministry's Environmental Career Worker Training Program and described what the courses and certification process offers.

Renee Borden: Addressed Council regarding budget changes reallocating American Rescue Plan Act (ARPA) funds and suggested more open dialogue with the public.

Clay Romano: President and CEO of Waterfront Rescue Mission addressed Council regarding their activities and partnerships over decades which have helped thousands of people. Further, August 1st is their 71st anniversary and he invited all to join in celebration and indicated his intent in speaking tonight was to renew partnerships with City and all other community providers.

The following individuals addressed Council regarding the City's commitment to meet a 30% renewable energy target by 2030 for City-owned facilities and operations, and requested an update on such initiatives:

Jay Massey (Mayor Reeves made follow-up remarks and indicated the City recently hired a new environmental coordinator)

Britt McGowan

Christian Wagley

Haris Alibasic

Rainey Richards

Brief follow-up discussion took place with Mayor Reeves reiterating an update with be forthcoming in the near future since they recently filled the environmental coordinator position.

APPROVAL OF MINUTES

1. 24-394 APPROVAL OF MINUTES: REGULAR MEETING DATED APRIL 25, 2024

Recommendation: That City Council approve regular meeting minutes dated April 25, 2024.

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

The motion passed by the following vote:

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

No: 0 None

APPROVAL OF AGENDA

Mayor Reeves (sponsor) pulled Item 10, Proposed Ordinance No. 2-24 - *Amending Title III of the Code of the City of Pensacola - Chapter 3-3 Purchasing.*

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

The motion passed by the following vote:

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

No: 0 None

CONSENT AGENDA

2. 24-393 APPOINTMENT - OPIOID ABATEMENT FUNDING ADVISORY BOARD

Recommendation: That City Council reappoint Tommy White to the Opioid Abatement Funding Advisory Board for a term of two (2) years, expiring May 1, 2026.

3. 24-371 AIRPORT - ACQUISITION OF REAL PROPERTY - 2400 BLOCK LANGLEY AVENUE

Recommendation: That City Council approve the proposed purchase of real property located at 2400 Block Langley Avenue (Parcel No. 141S292100080001 and 141S292100090001) from Diane Bonner Canady in the amount of \$188,850.00 plus closing costs for an estimated total amount of \$200,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the acquisition, consistent with the parameters set herein and consistent with the Mayor's Executive Powers as granted in the City Charter.

4. 24-61 AWARD OF BID NO. 24-021 - ROADWAY IMPROVEMENTS TO ZARAGOZA STREET EAST OF TARRAGONA STREET

Recommendation: That City Council award a contract for Bid No. 24-021 for Roadway Improvements to Zaragoza Street east of Tarragona Street, to Chavers Construction, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$145,576.00, plus a 5% contingency of \$7,278.80 for a total of

\$152,854.80. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

5. 24-382 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$1,000 to the Ministry Village at Olive, \$1,000 to the Rally! Foundation for Childhood Cancer Research and \$1,000 to Family Promise of Escambia County from the City Council Discretionary Funds for District 6.

6. 24-387 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approve funding of \$2,200 to Family Promise of Escambia County from the City Council Discretionary Funds for District 2.

7. 24-391 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of \$1,500 to The Birthday Party Pensacola from the City Council Discretionary Funds for District 3.

A motion to approve consent agenda items 2, 3, 4, 5, 6, and 7 was made by Council Member Wiggins and seconded by Council Member Bare.

The motion passed by the following vote:

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

No: 0 None

REGULAR AGENDA

8. 24-365 ACCEPTANCE OF AWARD OF FLORIDA COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY REBUILD FLORIDA HOUSING REPAIR AND REPLACEMENT PROGRAM AGREEMENT NO. HS010

Recommendation: That City Council accept the Community Development Block

Grant Disaster Recovery Grant No. HS010 from the Florida Department of Commerce for the Rebuild Florida Housing Repair and Replacement Program in the amount of \$5,861,500 with a \$250,000 local match for a total grant value of \$6,111,500. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the funds.

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

Mayor Reeves (sponsor) addressed Council regarding the item indicating this is the first step of the process and thanked Housing Administrator M. Reeves and the grants staff for their work. Housing Administrator M. Reeves responded accordingly to questions from Council Members.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

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

No: 0 None

9. 24-366 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-39 FLORIDA COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT NO. HS010 - DISASTER RECOVERY FUNDING FOR REBUILD FLORIDA HOUSING REPAIR AND REPLACEMENT PROGRAM

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-39.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

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

The motion passed by the following vote:

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

No: 0 None

*****THE FOLLOWING ITEM WAS WITHDRAWN BY THE SPONSOR*******10. 24-368 PROPOSED ORDINANCE NO. 2-24 - AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA - CHAPTER 3-3 PURCHASING**

Recommendation: That City Council approve Proposed Ordinance No. 2-24 on first reading:

AN ORDINANCE AMENDING TITLE III OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING PURCHASING, CHAPTER 3-3. IN GENERAL, ARTICLE I, SECTION 3-3-1, CONTRACTS FOR PUBLIC WORK AND PURCHASES OF OTHER COMMODITIES AND SERVICES; LOWEST AND BEST RESPONSIBLE BIDDER; REJECTION OF BIDS; APPROVAL OF COUNCIL AND MAYOR; EMERGENCY PURCHASES; SECTION 3-3-3, SMALL BUSINESS ENTERPRISE PROGRAM; SECTION 3-3-5, PROHIBITED CONDUCT BY BIDDERS; CREATING SECTION 3-3-13, USE OF FEDERAL FUNDS IN PROCUREMENTS; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

COUNCIL EXECUTIVE'S REPORT

None

MAYOR'S COMMUNICATION

Mayor Reeves made comments regarding events related to *Galvez Week*. He also thanked all those who attended the grand opening of Bruce Beach following phase one improvements.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Broughton commented on upcoming Juneteenth events and recognized Rob Overton, Executive Director of Historic Pensacola Preservation in the audience. Council Vice President Moore made follow-up remarks regarding his daughter's recent presentation on Jonathan Walker.

Council Member Brahier made comments regarding last Tuesday's event raising *National Fentanyl Awareness*. She also announced upcoming town hall events for District 1.

SECOND LEROY BOYD FORUM

None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 6:26 P.M.

Adopted: _____

Approved: _____
Casey Jones, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-392

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

APPOINTMENT - ARCHITECT ADVISORS-COMMUNITY REDEVELOPMENT AREA URBAN DESIGN OVERLAY STANDARDS ABBREVIATED REVIEW PROCESS

RECOMMENDATION:

That City Council reappoint John C. von Senden as an alternate architect, who is licensed by the State of Florida and licensed to conduct business within the City of Pensacola, to serve as advisor to the Community Redevelopment Area Urban Design Overlay Standards Abbreviated Review Process for a term of two years, expiring May 31, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As established by Ordinance 07-22, the architect advisors have power and duty to review modifications in design and development within the Community Redevelopment Area Urban Design Overlay District. As such, they are authorized to provide recommendations which achieve the intent of the Community Redevelopment Area Urban Design Overlay District (CRAUDOD).

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

<u>Nominated:</u>	<u>Nominated by:</u>
John C. von Senden	Incumbent

PRIOR ACTION:

May 26, 2022 - City Council appointed Sarah Sisson and John C. von Senden for a term of two (2) years, expiring May 31, 2024.

FUNDING:

None.

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Application of Interest - John C. von Senden
2. Resume - John C. von Senden
3. Ballot - Alternate Advisor

PRESENTATION: No

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

From: noreply@civicplus.com
To: [Ericka Burnett](#); [Robyn Tice](#);
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment
Sent: 4/25/2024 9:50:01 AM

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

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

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

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

(Section Break)

Personal Information

Name	John C. von Senden
Home Address	1305 E Jordan St Pensacola, FL 32503
Business Address	1700 W Main St, STE 200 Pensacola, FL 32502
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	1(202)257-8457
Email Address	jvonsenden@primeeng.com
Upload Resume (optional)	2024-04 JCvS Resume.pdf

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? *Field not completed.*

If yes, how long have you been a City resident? *Field not completed.*

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: City of Pensacola Architect Advisor
Board of Architectural Review

Please list the reasons for your interest in this position: Registered Architect with experience in Historic Preservation

Do you currently serve on a board? Yes

If yes, which board(s)? City of Pensacola Architect Advisor

Do you currently hold a public office? No

If so, what office? *Field not completed.*

Would you be willing to resign your current office for the appointment you now seek? N/A

(Section Break)

Diversity

In order to encourage diversity in selections of members of government

committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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

JOHN C. VON SENDEN,

AIA, NCARB, LEED AP



1305 East Jordan Street,
Email: John@SoutherGirl.net

Pensacola,

Florida

32503-4738

April 2024

Telephone: (202) 257-8457

- Registered Architect with over forty years of experience.
- Successful with wide range of project types; from historic buildings to command-and-control centers, as well as continuity of operation facilities.
- Successful with managing multiple technically complex projects in difficult environments.
- Successful experience with Design-Build projects from both the Contractor's and the Government's perspective.

PROFESSIONAL EXPERIENCE

2017 to present — PRIME AE Group, Inc. (formerly Gulf Coast Architectural Group), Pensacola, Florida

Senior Project Manager | Architect

Managed several Indefinite Delivery – Indefinite Quantity (IDIQ) contracts for Army Corps of Engineers (USACE), Naval Facilities Engineering Command (NavFac) and the Air Force Civil Engineering groups (AFCEC). Routinely receive "Excellent" and "Above Average" ratings from Government clients.

1994 to 2017 — AECOM (formerly HSMM, Inc.), Arlington, Virginia

2005 to 2017 — Senior Architect & Strategic Planner, Client's Project Office

- Transitioned to Strategic Planner for future design and construction projects in a classified environment. **Developed** Project programs; turn facility manager's needs and wants into definable projects. **Confirm** Rough-Order-of-Magnitude cost estimates and schedules. **Evaluate** constructability of proposed projects. **Prioritize** wants and needs of several facilities against fixed budgets and time constraints. **Recommended** the most efficient sequence of projects; assist the Government in coordinating costs and project schedules in order to manage workflow and minimize facility disruption.
- Continue to serve as the Government's Design Manager for a very large, classified construction program. **Managed** the (Contractor's) Design-Build Team design and the (Government's) user expectations. This includes design and construction in and near active SAPF and SCIF environments. **Lead**, through consensus, a diverse group of users, engineers, scientists, architects, interior designers, information technology specialists, contractors, and sub-contractors. **Worked** with emerging technologies and engineering, as well as uncommon construction techniques. **Generated** compromise solutions to the inevitable conflicts. **Documented** the Government's position when compromise isn't possible. **Confirmed** requirements and develop Statements of Work for scope changes. **Reviewed** and confirmed Government cost estimates. **Supported** the Contracting Officer by performing technical evaluations of Contract Proposals. **Managed** ever-increasing needs and wants against a fixed program budget.

2002 to 2005 — Project Manager, National Capital Office, Washington, DC

Managed several Indefinite Delivery – Indefinite Quantity (IDIQ) contracts for the Navy Facilities Engineering Command and the Air Force (Andrews Air Force Base). One project won a design award. **Managed** complex Design Build projects at the Defense Intelligence Analysis Center, Bolling AFB, Washington, DC. This included construction near active SCIF environments. Two projects won design awards.

1998 to 2002 — Senior Architect, National Capital Office, Washington, DC

Lead Architect on the National Innovative Technology and Mission Assurance Center (Design-Build), NSWC Dahlgren, Virginia
Lead Architect on the Joint Services Explosive Ordnance Disposal Engineering Support Facility (Design-Build), NSWC Indian Head, Maryland
Lead Architect on various Anti-Terrorism, Force Protection projects at NSWC Carderock, Maryland and Andrews Air Force Base, Maryland
Lead Architect on Relocation of Chemical, Biological Incident Response Force (CBIRF) (Design-Build), NSWC Indian Head, Maryland

PROFESSIONAL EXPERIENCE, CONTINUED

1994 to 1998 — Senior Architect, Mobile, Alabama Office

Lead Architect on the Museum of Mobile, the restoration and addition to an 1840's Italianate City Market with Landmark status on the National Register of Historic Places

Lead Architect on Cathedral Square, a performance park in the Lower Dauphin Way Historic District

1991 to 1994 — Shepherd and McArthur, Architects, P.C., Mobile, Alabama

Staff Architect on multiple modifications and renovations to hospital and medical office spaces

1985 to 1991 — TAG/ The Architects Group, Mobile, Alabama

1987 to 1991 — Specification Writer/Manager of Computer Operations

Lead Specification Writer, Arthur Outlaw Convention Center, Mobile, Alabama

1985 to 1987 — Project Architect

1984 to 1985 — Louisiana Department of Natural Resources, Baton Rouge, Louisiana

Staff Architect – managed passive solar and energy efficient design assistance programs

1983 to 1985 — Louisiana State University, Baton Rouge, Louisiana

Instructor, School of Architecture, College of Design

PROFESSIONAL EDUCATION AND REGISTRATIONS

2017 Registered Architect in the State of Florida

2009 Leadership in Energy and Environmental Design (LEED) Accredited Professional – Building Design and Construction

2004 Cleared for Top Secret Information and granted access to Sensitive Compartmented Information (Single Scope Background Investigation completed on 10 October 2011); adjudicated for Presidential Support Duties (Clearance expired upon leaving AECOM.)

1990 National Council of Architectural Registration Boards (NCARB) Certificate Holder

1983 Registered Architect in the State of Louisiana

1981 Bachelor of Architecture, College of Design, Louisiana State University, Baton Rouge, Louisiana

PUBLIC POSITIONS

2022 to present - Architect Advisor for the Community Redevelopment Area Urban Design Overlay District

2009 to 2017 — Member and Chair of the Old and Historic District, Board of Architectural Review, Alexandria, Virginia

1994 to 1998 — Member and Chair of the Old Dauphin Way Architectural Review Board, Mobile, Alabama

HONORS AND AWARDS

2006 ASID Merit Award for Tighe Auditorium Renovation, DIAC, Washington, DC

2005 ASID Excellence Award (1st Place, Government) for DIA Dining Hall Renovation, DIAC, Washington, DC

2001 Air Force Design Merit Award for Andrews Air Force Base Passenger Terminal Force Protection, Camp Springs, Maryland

2000 Registered Associate, HSMM, Inc.

1998 Proclamation of Recognition of Volunteer Service: Chair, Old Dauphin Way Architectural Review Board, City of Mobile, Alabama

AVOCATIONAL POSITIONS

Past Commodore, West River Sailing Club, Galesville, Maryland

Past Junior Warden, Immanuel Church-on-the-Hill, an Episcopal Parish, Alexandria, Virginia

Junior Warden, Saint Christopher's Episcopal Church, Pensacola, Florida

**Ballot – Architect Advisors-Community Redevelopment Area Urban Design Overlay Standards
Abbreviated Review Process**

May 23, 2024

Two (2) year term expiring May 31, 2026

**Alternate
Architect Advisor**

_____ John C. von Senden

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-400

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AIRPORT - AWARD OF CONTRACT TO BAUMTECH LLC FOR RFP #24-013 FOR ATM CONCESSION OPERATION AT PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council approve the ranking of the selection committee and award a five-year contract to Baumtech LLC for Request for Proposals (RFP) No. 24-013 for Automatic Teller Machine (ATM) placement and operation at Pensacola International Airport. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer a contract, consistent with the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City issued a Request for Proposals for Automatic Teller Machine placement and operation at Pensacola International Airport.

A selection committee was formed to review the written RFP responses, rank the firms, and provide a recommendation for award of the contract to the top ranked firm. The committee was comprised of City of Pensacola Airport employees Jennifer Grunest, Ann Hansmann and Courtney Lee.

The Committee met and ranked Baumtech LLC the top ranked firm.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Baumtech LLC will pay the City a rental rate equal to the rate paid by the Signatory Airlines. In addition, Baumtech LLC will pay the City \$2.31 per surcharged transaction for the first 999 monthly transactions, \$2.51 per surcharged transaction for the next 1000 - 2999 monthly transactions, and \$3.01 per surcharged transaction for the next 3000 or more monthly transactions.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/7/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Matthew Coughlin, Airport Director

ATTACHMENTS:

1. 24-013 Notice Of Intent To Award
2. 24-013 Ranking Matrix Final

PRESENTATION: No

FINANCIAL SERVICES
PURCHASING

MEMORANDUM

TO: Respondents to RFP #24-013 (ATM Placement and Operation at Pensacola International Airport)

FROM: Dedria Lunderman, Purchasing Manager

DATE: March 8, 2024

SUBJ: Notice of Intent to Award

Thank you for your oral presentation to the selection committee. After considering the information received, the committee ranked the firms in the following order:

- 1) Baumtech
- 2) Prineta, LLC
- 3) Cash Depot

The committee's recommendation will be forwarded to the Mayor with a request that he approve the rankings of the committee, and further, that the City enter into contract negotiation with the top-ranked firm. The Mayor's recommendation for contract award 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 firm that responded to the RFQ and believes that the City has incorrectly selected another respondent for award may submit a written notice of protest. Such notice of protest must be received by the City on or before 10:00 A.M. on March 15, 2024. 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 RFQ 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.

Attachment (Matrix)

cc: Matt Coughlin, Airport Director, City of Pensacola
Michael Laven, Airport Administration & Contracts Manager, City of Pensacola

RFP NO. 24-013

**ATM Placement and Operation
Pensacola International Airport**

Selection Committee Meeting (2/29/2024)
Ranking Matrix

FIRMS	Jennifer Grunest	Ann Hansmann	Courtney Lee	TOTAL SCORE	RANK
Baumtech	95	88	95	278	1
Prineta, LLC	80	75	98	253	2
Cash Depot	29	32	69	130	3

Motion: Jennifer moved to accept rankings

Second: Courtney

Vote: Approved 3-0 unanimous

No presentations required

Motion: Ann moved to award to Baumtech

Second: Jennifer

Vote: Approved 3-0 unanimous

RFP NO. 24-013

**ATM Placement and Operation
Pensacola International Airport**

Selection Committee Meeting (2/29/2024)
Ranking Matrix

FIRMS	Jennifer Grunest	Ann Hansmann	Courtney Lee	TOTAL SCORE	
Baumtech	95	88	95	278	1
Cash Depot	29	32	69	130	3
Prineta, LLC	80	75	98	253	2

Motion: Jennifer to Accept Rankings

Second: Courtney

Vote: 3 yes

no presentations required

Motion: Ann to Award to Baumtech

Second: Jennifer

Vote: 3 yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-410

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF MRO HANGAR 2 LOADING DOCK RECONSTRUCTION AT PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council award Bid # 24-025, MRO Hangar 2 Loading Dock Repairs to Chavers Construction, Inc. of Cantonment, FL, the lowest and most responsible bidder with a base bid of \$157,420.00 plus a 10% contingency of \$15,742.00 for a total of \$173,162.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In the fall of 2022, the second hangar located at the commercial aircraft maintenance, repair, and overhaul ("MRO") campus at Pensacola International Airport achieved substantial completion and VT MAE began lease occupancy in November 2022. Soon afterward, it was discovered that the Hangar 2 loading dock would not be able to accommodate the trucks frequenting the facility due to the slope of the pavement. The project's design criteria professional, Atkins North America, Inc., worked with City staff and VT MAE to determine the appropriate specifications needed for the loading dock to accommodate the trucks anticipated to utilize the space. The proposed scope of work for this project consists of the following:

- Removal of existing loading dock concrete pavement and base
- Grading and placement of new loading dock concrete pavement
- Miscellaneous pavement markings as identified on the plans
- Construction will be performed in accordance with Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, and Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5370-10H

In February 2024, Atkins North America, Inc. released the plans and specifications needed to

issue the invitation to bid on the reconstruction of the loading dock and on March 19, 2024, the City Purchasing Department issued Invitation to Bid No. 24-025 for these services. Three (3) responses were received and opened on April 17, 2024. Chavers Construction, Inc. of Cantonment, FL, was the lowest and most responsible bidder with a base bid of \$157,420.00.

Funding for the loading dock reconstruction is available in the budget for Element 2.

PRIOR ACTION:

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

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

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

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

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

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

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

August 8, 2019 - City Council authorized the Mayor to accept and execute Financial Award No.

04-79-07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of \$12,250,000 for the MRO expansion, and authorized the Mayor to accept and execute State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$8,000,000 for the MRO expansion.

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

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

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

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

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

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

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

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

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

FUNDING:

Budget: \$ 35,000,000 VT MAE
 14,000,000 Governor's Job Growth

48,000,000	FDOT Grant
15,000,000	Escambia County
15,000,000	City Local Option Sales Tax Series IV
12,250,000	Federal - U.S. Economic Development Administration
66,000,000	Triumph Gulf Coast
4,875,000	Florida DEO Grant
<u>\$ 210,125,000</u>	

	<u>Element 1</u>	
Actual:	\$ 2,371,801	Design
	277,645	Design Development Services
	1,812,640	Contract Administration Services
	120,560	Cost Estimating Services
	3,340,999	FAA Project Funding
	2,675,350	Professional Services
	15,421,264	Owner Direct Purchases
	<u>36,269,710</u>	Construction Manager at Risk
	<u>\$ 62,289,969</u>	Sub-Total Element 1

	<u>Element 2</u>	
\$	4,156,300	Design
	5,434,400	Construction Administration Services
	423,300	Contract Management Services
	606,591	Geotech and Environmental Assessment
	286,000	Hangar 2 Loading Dock Reconstruction
	300,000	Facility Commissioning
	1,000,000	Professional Services
	1,731,825	Site Work
	13,200,000	Apron/Taxiway Work
	109,724,195	Construction
	<u>10,972,420</u>	Owners Contingency
	<u>\$147,835,031</u>	Sub-Total Element 2

\$210,125,000 TOTAL FUND

FINANCIAL IMPACT:

The funds for the project were appropriated in the Airport Fund on Supplemental Budget Resolution No. 2019-13 at the March 28, 2019, City Council Meeting. The total project cost is being funded by a combination of VT MAE investment, state grants, federal grants, and local funds, as detailed above under "Funding". Funding for the loading dock reconstruction work is available under Element 2.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/7/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. ITB No. 24-025 Tabulation of Bids
2. ITB No. 24-025 Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 24-025

TITLE: MRO HANGAR 2 LOADING DOCK REPAIR
AT PENSACOLA INTERNATIONAL AIRPORT

Opening Date & Time: 04/17/2024, 2:30 PM Department: Airport	CHIVERS CONSTRUCTION, INC. Cantonment, FL	LOFTIS MARINE, LLC Pensacola, FL	THE GREEN-SIMMONS COMPANY, INC. Pensacola, FL
Base Bid	\$157,420.00	\$224,000.00	\$295,000.00

Submittal Due Date: 04/17/24

Bid No.: 24-025

FINAL VENDOR REFERENCE LIST
MRO HANGAR 2 LOADING DOCK REPAIR AT PENSACOLA INTERNATIONAL AIRPORT
DEPARTMENT

Vendor :Name	Address	City	St	Zip	SMWBE
04909 A PERFECT MIX	P O BOX 91	CANTONMENT	FL	32533	
06754 AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
06896 ALEXANDER CARL SELMON DBA ACSIII	5443 BYRON ST APT C	MILTON	FL	32570	
07749 ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
06849 ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
08284 B & P CONSTRUCTION OF NORTHWEST FL LLC	8819 FIGLAND AVE	PENSACOLA	FL	32534	
05222 BELLAMY, LARRY DBA LARRY MASONRY	6099 CEDAR RD	MOLINO	FL	32577	
05345 BIRKSHIRE JOHNSTONE LLC	PO BOX 30580	PENSACOLA	FL	32503	
07052 BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
06731 BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
06515 BOSS LADY CONCRETE CO LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
04150 BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
07863 C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
04386 CHASTAIN, MARK DBA HYPERION CONSTRUCTION LLC	226 S PALAFOX PL	PENSACOLA	FL	32502	
04204 CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
04965 CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6810 FIELDS LANE	PENSACOLA	FL	32505	Y
08628 COASTAL PROPERTY IMPROVEMT LLC	3689 E OLIVE RD	PENSACOLA	FL	32514	Y
04379 CRAFTSMAN CONCRETE CONTRACTORS	55 SOUTH B STREET	PENSACOLA	FL	32502	
06263 DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	Y
07055 EMERALD COAST MILLING & SERV	7370 KACANAUGH RD	MILTON	FL	32570	Y
03203 EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
05517 FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
08714 GANNETT MEDIA CORP DBA GANNETT FLORIDA LOCALIQ	P O BOX 631244	CINCINNATI	OH	45263	
04344 GM CONCRETE LLC	8557 UNTREINER AVE	PENSACOLA	FL	32534	Y
07370 GRAND SERVICE COMPANY LLC	320 EDGEWATER DRIVE	PENSACOLA	FL	32507	Y
07407 GRAY SERVICE PAVERS CO INC	8121 LILLIAN HWY LOT 90	PENSACOLA	FL	32506	
06345 GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
00059 GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
04410 GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
03443 GULF COAST ENVIRONMENTAL CONTRACTORS INC	1765 E NINE MILE RD	PENSACOLA	FL	32514	Y
07482 GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
03666 H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
05292 HALE, MELLISSA R DBA M & W CONCRETE & CONSTRUCTION LLC	3402 N TARRAGONA ST	PENSACOLA	FL	32507	
07038 HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT ST	PENSACOLA	FL	32501	
00159 HEATON BROTHERS CONSTR CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	
04471 HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	

Submittal Due Date: 04/17/24

Bid No.: 24-025

FINAL VENDOR REFERENCE LIST
MRO HANGAR 2 LOADING DOCK REPAIR AT PENSACOLA INTERNATIONAL AIRPORT
DEPARTMENT

Vendor :Name	Address	City	St	Zip	SMWBE
04221 HEROMAN SERVICES PLANT CO LLC	505 MOUNTAIN DRIVE # H	DESTIN	FL	32541	
05286 HEWES & COMPANY LLC	251 AMBER STREET	PENSACOLA	FL	32503	Y
04767 HRC ROOFING & CONSTRUCTION INC DBA HRC CONSTRUCTION	5675 HWY 90 SUITE #B	MILTON	FL	32583	
00292 HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
08576 IDS CONCRETE CUTTING	107 SECOND ST SE	FT WALTON BCH	FL	32548	
07429 INFRASTRUCTURE SPECIALTY SERVICES INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
04454 IRONTHUNDER, INC.	301 NORTH "F" STREET	PENSACOLA	FL	32501	
08461 ISS AMERICA SOUTH INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
05146 JAMES MALLORY CONTRACTOR INC	6756 CEDAR RIDGE CIRCLE	MILTON	FL	32570	Y
05316 JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
07156 JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
04385 KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
07454 LAM CONSTRUCTION LLC	2152 HORN ROAD	MILTON	FL	32570	Y
07047 LANIER, EDDIE B DBA LANIER MASONRY LLC	1530 SIR HORNE DRIVE	PENSACOLA	FL	32505	Y
03044 LARRY GATES CONSTRUCTION	10081 BRISTOL PARK RD	CANTONMENT	FL	32533	
06816 LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
03916 LOFTIS MARINE DIVISION INC	6610 BON BAY DR	MILTON	FL	32583	Y
07649 LTS CONSTRUCTION LLC	4771 BAYOU BLVD #290	PENSACOLA	FL	32503	Y
05137 LUKER BUILDERS INC	5265 JOANNA PLACE	PACE	FL	32571	
05880 M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
05940 MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
06979 MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	
07066 MCDELTA, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
05245 MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	
06099 MIXON, ALBERT DBA QUALITY SHEETROCK &PAINTG CNTRCTRS LLC	116 SOUTH DONELSON ST	PENSACOLA	FL	32502	Y
07352 MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES ST	PENSACOLA	FL	32501	Y
05294 NORWOOD STUCCO INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
04911 O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
06489 PALMER'S CONCRETE FINISHING	4509 BAYSIDE DRIVE	MILTON	FL	32583	
00272 PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
04900 PARRIS CONSTRUCTION CO LLC	3636 NORTH L STREET	PENSACOLA	FL	32505	Y
06034 PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
05502 PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
07317 PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS RD	MILTON	FL	32570	Y
00467 PHOENIX COATINGS INC	900 INDUSTRIAL COURT	PENSACOLA	FL	32505	Y
08569 POOLE, DERRICK DEMETRIS DBA DERRICK POOLE CONSTRUCTION LLC	1261 TRAMMEL BOULEVARD	PENSACOLA	FL	32505	

Submittal Due Date: 04/17/24

Bid No.: 24-025

FINAL VENDOR REFERENCE LIST
MRO HANGAR 2 LOADING DOCK REPAIR AT PENSACOLA INTERNATIONAL AIRPORT
DEPARTMENT

Vendor : Name	Address	City	St	Zip	SMWBE
04181 PRECISION CONCRETE CUTTING LLC	3950 SHOREWOOD DRIVE	PENSACOLA	FL	32507	
08628 PURIFOY, KELVIN DBA KELVIN PURIFOY CONSTRUCTN LLC	1111 GERMAIN ST	PENSACOLA	FL	32534	Y
04444 QUALITY CONCRETE OF NW FL	5916 RUNNING IRON ROAD	MILTON	FL	32570	
01830 R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
05027 R SQUARED CONSTRUCTION INC	4677 WINTERDALE DRIVE	PACE	FL	32571	
04967 RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
00168 RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
07162 REYCO CONTRACTING SOLUTIONS LLC	2172 W NINE MILE RD	PENSACOLA	FL	32534	Y
03188 ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
01763 ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
05644 ROBERSON, ROBERT DBA R2R ENTERPRISES LLC	8290 SEDGEFIELD DRIVE	PENSACOLA	FL	32507	
05875 SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
08668 SHAFFER CONSTRUCTION	4661 E SPENCER FIELD RD	PACE	FL	32571	
02591 SHARPE INC	P O BOX 107	PENSACOLA	FL	32591	
06545 SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	
02499 SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
03510 SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA ST	PENSACOLA	FL	32502	Y
01145 SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
04526 SUPLICKI, DONALD F DBA GULF COAST CONCRETE SVCS LLC	PO BOX 2926	PENSACOLA	FL	32513	
05283 TACOMA CONSTRUCTION LLC DBA TARTAN CONSTRUCTION	4051 FLORIDATOWN RD	PACE	FL	32571	
02806 THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	
06293 THREE TRADE CONSULTANTS	5690 JEFF ATEES RD	MILTON	FL	32583	Y
08606 TRENT M PATTERSON DBA PATTERSON CSP LLC	6530 N PALAFOX ST #8	PENSACOLA	FL	32503	Y
05876 URBAN INFILL CORPORATION	P O BOX 4387	PENSACOLA	FL	32507	
08666 VALCOURT BUILDING SERVICES	195 LURTON STREET	PENSACOLA	FL	32505	
05421 VALLIA WARREN CONSTRUCTION SYSTEMS INC	3130 NORTH E STREET	PENSACOLA	FL	32501	Y
08393 VICKERS, TAYLOR DBA TAYLOR'D CONSTRUCTION & CO LLC	1560 CADENCE LOOP	PENSACOLA	FL	32514	
08628 VIGIL CONCRETE CONSTRUCTN LLC	3027 OAK POINTE DR	PENSACOLA	FL	32505	Y
02746 VISION CONSTRUCTION ENT INC	2860 W NAVY BLVD STE 100	PENSACOLA	FL	32505	Y
03031 W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
04708 WADDELL HOMES INC	5876 N BLUE ANGEL PKWY	PENSACOLA	FL	32526	
05123 WATSON, ALFRED DBA ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
05185 WHITE CONSTRUCTION & RENOVATN INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	
04485 WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2	PENSACOLA	FL	32534	Y

Vendors: 106



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-491

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF CONTRACT TO TYLER TECHNOLOGIES FOR THE UPGRADE OF THE CITY'S ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

RECOMMENDATION:

That City Council award a contract for Software as a Service Agreement to Tyler Technologies of Yarmouth, Maine, for \$691,582 plus a contingency of \$58,418 for a total of \$750,000.

Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola currently uses Eden, an Enterprise Resource Planning (ERP) system owned and operated by Tyler Technologies. It is hosted locally on City servers. This system was implemented in 2004/2005 and is used for payroll, paying all the City's short-term debts and obligations, recording all the moneys collected or owed to the City, accounting and generating the City's financial statements, generating purchase orders and recording encumbrances, creating and maintaining the City's annual budget as well as performing the activities for the City's Business Tax Receipts. This system is set to sunset in 2027.

The Finance Department has participated in 3 demonstrations of ERP systems that could replace Eden and decided that the best option is to migrate and upgrade to Tyler Technologies' latest ERP commonly called Munis. This system will be hosted in the cloud and will include the following modules:

- Accounting
- Accounts Payable
- Budgeting
- Capital Assets
- Cash Management
- Inventory

- Project & Grant Accounting
- Purchasing
- Financial Human Resources
- Payroll with Employee Access
- Time and Attendance
- Accounts Receivable
- Business Licenses
- General Billing
- Content Management
- Enterprise Analytics and Reporting

PRIOR ACTION:

N/A

FUNDING:

Budget:	\$750,000	Central Services Fund - IT spreadable allocation
Actual:	\$691,582	Contract Costs
	<u>58,418</u>	Contingency
	\$750,000	TOTAL

FINANCIAL IMPACT:

\$750,000 is budgeted in the FY24 budget for this implementation. The on-going annual cost for this system is \$353,813.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/22/2024

STAFF CONTACT:

Kerrith Fiddler, City Manager
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Tyler Technologies Statement of Work - City of Pensacola

PRESENTATION: No

Pensacola, FL

SOW from Tyler Technologies, Inc.

10/4/2023

Presented to:

City of Pensacola FL
180 Governmental Center
Pensacola, FL 32521-0001

Contact:

Rich Boven

Email: richard.boven@tylertech.com

1 Tyler Drive Yarmouth, Maine 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.



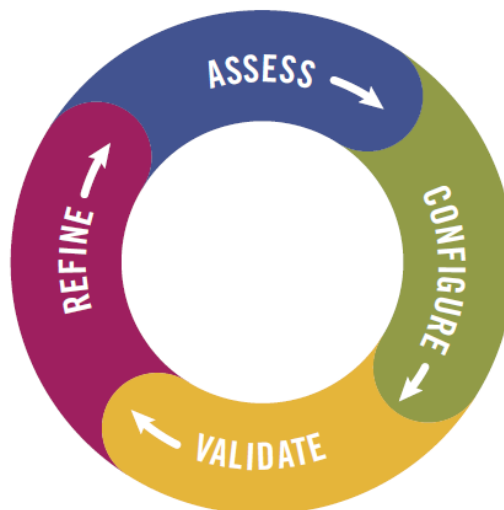
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



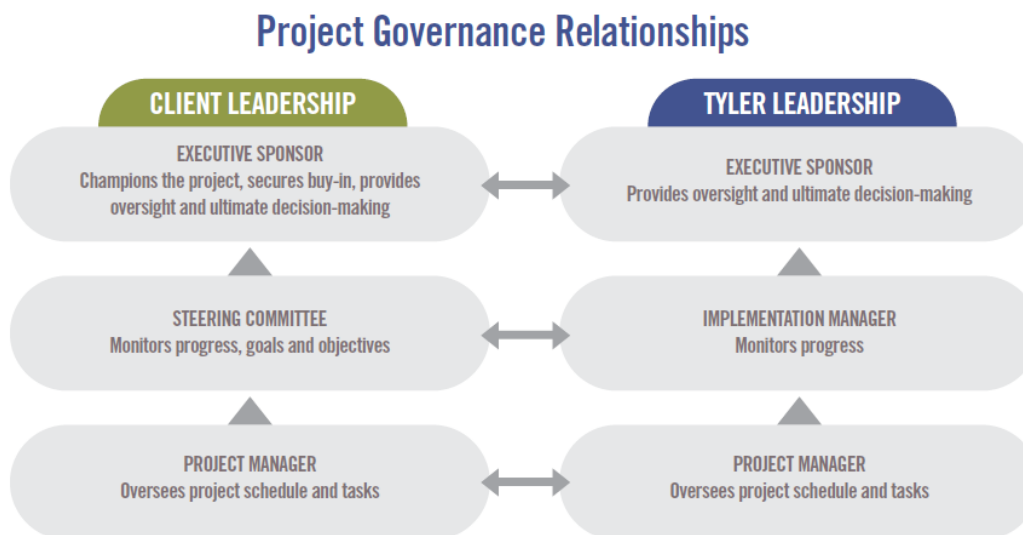
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

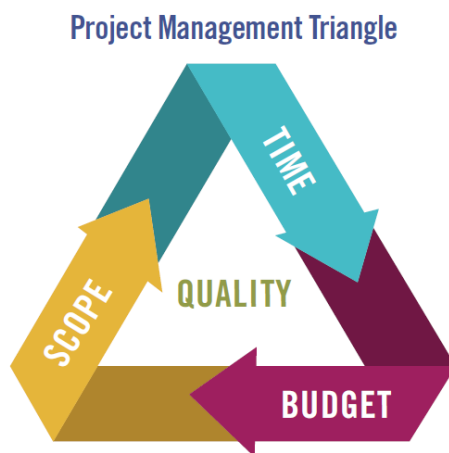
The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

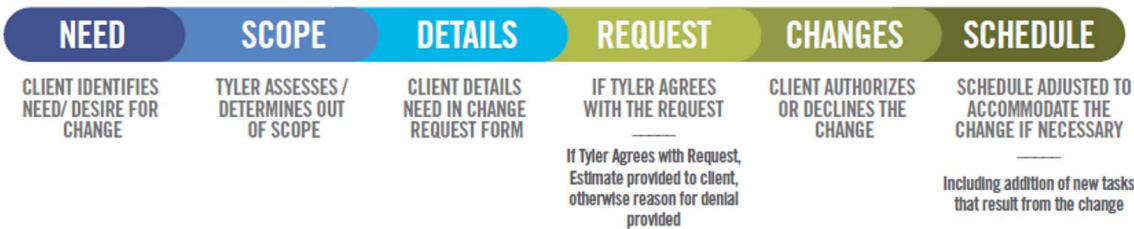
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a



timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.



- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



Develop Project Management Plan		A	R						I			C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C			I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C



Schedule SaaS Environment Availability		A	R				C				I						
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW



	Project Management Plan	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:



- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis													
	Tyler							City						



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Data Assessment

Given the completion of the Current & Future State Analysis, the Data Assessment will provide the implementation team the design for data delivery prior to configuration. The data Assessment will also allow the Tyler and the City teams to identify the data that will be configured within the Tyler System. The team will develop and map out dataset structures to ensure that data is structured in a way that allows maximum utility.

The teams will review any existing data publish and metadata standards for the City's current data program to determine any necessary adjustments or configuration needs. Finally, the implementation team develops data workflows to map data from the source system(s) into the Tyler system, discussing any additional data requirements as needed.

Objectives:



- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- If source data is a Tyler legacy system, Tyler performs the data mappings. If source data is from a third-party, client is responsible for mapping the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated (if applicable)	City Acceptance of Data Conversion Plan, if Applicable
		City acceptance of Solution Design Document

Work package assumptions:

- If the source data is a Tyler system Tyler's Conversion Engineers extract and map the data into the standard Munis conversion format. If the source data is from a third-party the client will provide Tyler with the data in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



6.2.5 Intentionally left blank.

6.2.6 Intentionally left blank.

6.2.7 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.



Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.



Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	



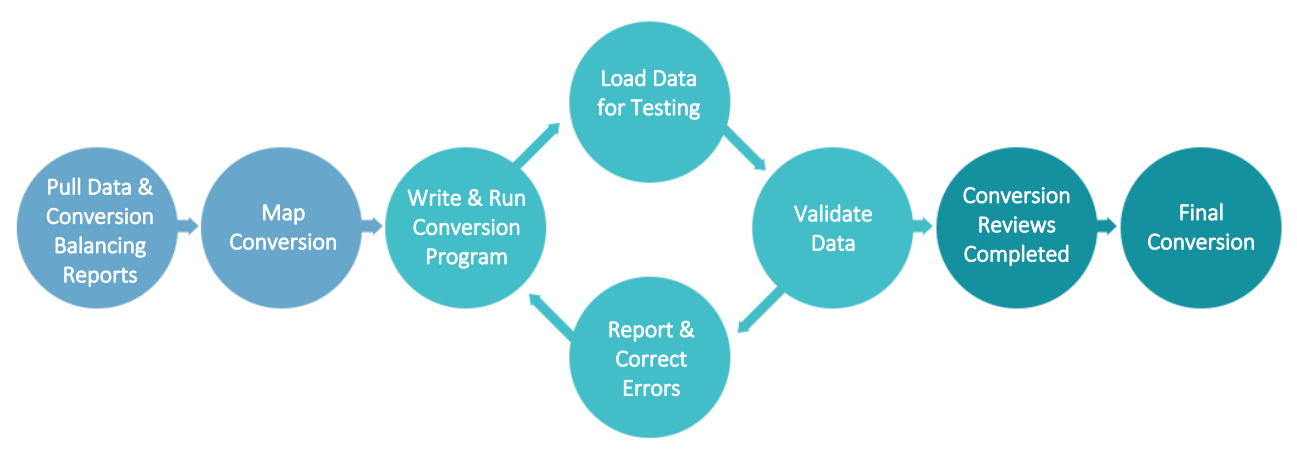
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion														
	Tyler								City						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I	



Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R			I			I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:



- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results



Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
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	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City
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Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered



Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.



Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.



6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:



- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.



6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables



	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed
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Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.



- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Enterprise ERP Conversion Summary

9.1.1 Accounting

9.1.1.1 Accounting - Actuals

- Summary account balances
- Up to 5 years

9.1.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 5 years

9.1.2 Accounts Payable

9.1.2.1 Vendors

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.2.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.2.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.3 Business License

9.1.3.1 Master Files

- Master files, Businesses, licenses and permits, charges and receipts, and classification codes

9.1.3.2 Business License - Bills

- Receivable amounts associated with license detail, balance forward bill
- Up to 5 years



9.1.4 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available. A balance forward contract amount is converted, if original amount is required there will be an additional charge and contracts, po's and invoices must be converted together.

9.1.5 Inventory

- General master data includes item, description, commodity code, purchase vendor and date, date received, GL information, hazard code, etc. Location master includes item, location, bin, various quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus many accumulator buckets (MTD/YTD/SOY/SOM/LY received /issued /adjusted /cost /value), etc. FIFO data includes item, location, date, qty-received, unit cost, and quantity on hand.

9.1.6 Project Accounting

9.1.6.1 Project Accounting Master Tables

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.1.6.2 Project Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.6.3 Project Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.7 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.
- Closed purchase orders detail data, up to 5 years, including line-item descriptions, quantities, amounts, etc.

9.1.8 Human Resources Management

9.1.8.1 HRM Employee Master Information

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest



degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.1.8.2 Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years
- Accumulators are converted with check history and earning/deduction history as a default. No accumulator files are necessary to submit when converting history.

9.1.8.3 Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.1.8.4 Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.1.8.5 Personnel Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

9.1.8.6 Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

9.1.8.7 Education

- Codes, for institution, type of degree, and area(s) of study



10. Additional Appendices

10.1 Intentionally left blank.



11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target duration for each phase of the project. The timeline needs to account for resource availability, business goals, size and complexity of the project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation. Durations may be revised when the Agreement is signed and further refined during the project.

Eden to Enterprise ERP project start dates are dependent on wave availability. Waves are a common implementation start month for a group of Eden clients. Each wave has a designated number of slots available for clients to sign up – once those slots are full you must choose an alternate wave with availability. A signed agreement is required to reserve your spot in a specific wave.

Phase	Functional Area(s)	Modules	Duration
1	Financials	• Accounting • Accounts Payable • Budgeting • Capital Assets • Cash Management • Inventory • Project & Grant Accounting • Purchasing • Accounts Receivable • General Billing	12 Months or as defined in the Project Plan and mutually agreed upon Average Days/Month: 14
	System Wide	• Analytics & Reporting w Executive Insights • Enterprise Forms • Content Manager Core • Enterprise ERP Admin & Security	
2	Human Resources Management	• Payroll with Employee Access • Human Resources & Talent Management • Time & Attendance w Mobile Access	12 Months or as defined in the Project Plan and mutually agreed upon Average Days/Month: 6
3	Business Licensing	• Business Licensing	9 Months or as defined in the Project Plan and mutually agreed upon Average Days/Month: 4



11.2 Intentionally left blank.





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-450

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$500 to Be Ready Alliance Coordinating for Emergencies from the City Council Discretionary Funds for District 3.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Be Ready Alliance Coordinating for Emergencies (BRACE) was established by the member organizations of the Escambia Long-Term Recovery Committee in 2006 to address lessons observed from Hurricane Ivan. Since its founding 17 years ago, BRACE has provided many programming and services with an anti-poverty focus, recognizing that low income and vulnerable residents are disproportionately impacted by disasters of all kinds. On June 15, 2024, BRACE will host their first annual Disaster Dash 5K Run/Walk to kick off hurricane season by helping raise awareness of the ways our community can be prepared before, during and after a disaster. Funds will be used to offset some of the costs associated with this event.

PRIOR ACTION:

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

FUNDING:

Budget: \$ 12,117 FY 2024 District 3 Discretionary Funds
Actual: \$ 500 BRACE

FINANCIAL IMPACT:

A balance of \$12,117 is currently within the District 3 Discretionary Fund Account. Upon approval by City Council, a balance of \$11,617 will remain in the District 3 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-459

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Jennifer Brahier

SUBJECT:

REVISED - DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER
JENNIFER BRAHIER - DISTRICT 1

RECOMMENDATION:

That City Council approve funding of \$500 to the Hotel for Dogs and Cats of Northwest Florida, Inc., \$500 to Pearl's Feline Advocates United, Inc. and \$500 to Be Ready Alliance Coordinating for Emergencies from the City Council Discretionary Funds for District 1.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Founded in 2009, the Hotel for Dogs and Cats of Northwest Florida is an adoption agency for animals with nowhere else to go in the local Pensacola area. Their staff and volunteers dedicate their hearts and time to saving animals. Because of their assistance, each puppy, kitten, dog and cat has a chance at the happiness they deserve. They unite animals in need with loving "forever" homes. Funds will be used towards their operations.

Pearl's Feline Advocates United, Inc. was founded in 2023 and works to address the community cat population by ending the breeding cycle, meaning no new kittens are born to a community cat colony. Through the use of Trap-Neuter-Return (TNR), community concerns are addressed, shelter intake and killings are reduced and calls to animal services are reduced all of which save cats' lives and taxpayer dollars. Funds will be used to assist with costs associated with the TNR process.

Be Ready Alliance Coordinating for Emergencies (BRACE) was established by the member organizations of the Escambia Long-Term Recovery Committee in 2006 to address lessons observed from Hurricane Ivan. Since its founding 17 years ago, BRACE has provided many programming and services with an anti-poverty focus, recognizing that low income and

vulnerable residents are disproportionately impacted by disasters of all kinds. On June 15, 2024, BRACE will host their first annual Disaster Dash 5K Run/Walk to kick off hurricane season by helping raise awareness of the ways our community can be prepared before, during and after a disaster. Funds will be used to offset some of the costs associated with this event.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 10,900	FY 2024 District 1 Discretionary Funds
Actual:	\$ 500	Hotel for Dogs and Cats
	500	Pearl's Feline Advocates United
	<u>500</u>	Be Ready Alliance Coordinating for Emergencies
	<u>\$ 1,500</u>	

FINANCIAL IMPACT:

A balance of \$10,900 is currently within the District 1 Discretionary Fund Account FY 2024. Upon approval by City Council, a balance of \$9,400 will remain in the District 1 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-502

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Vice President Jared Moore

SUBJECT:

ADD-ON -- DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT
JARED MOORE - DISTRICT 4

RECOMMENDATION:

That City Council approve funding of \$1,000 to Gulf Coast Kids House, \$1,000 to the Children's Home Society of Florida, \$1,000 to the Be Ready Alliance Coordinating for Emergencies and \$1,000 to the Pensacola Perdido Bay Estuary Program from the City Council Discretionary Funds for District 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Gulf Coast Kids House is a children's advocacy center serving Escambia County. As a children's advocacy center, they combine all of the professionals and resources needed for the intervention, investigation of child abuse cases under one child-friendly facility. Child victims and their families also receive mental health counseling at their center. The goal of the Gulf Coast Kids House is to form a more collaborative response to child abuse cases so that they can improve case outcomes and minimize trauma to the children and families they serve. Funding will be used towards their general operations.

The goal at the Children's Home Society of Florida is to end the need for foster care as we know it by working with children and families before crises occur. When they reach families before these challenges turn into crises, more families can remain safe, strong and together...and children in our communities will have more chances to thrive. While they are most often best known for their work in child welfare services - such as foster care and adoption - they also serve our community through early childhood services, counseling and other mental health, services, community partnership schools, mentoring, outreach and job training programs. Funding will be used towards their mission.

Be Ready Alliance Coordinating for Emergencies (BRACE) was established by the member organizations of the Escambia Long-Term Recovery Committee in 2006 to address lessons observed from Hurricane Ivan. Since its founding 17 years ago, BRACE has provided many programming and services with an anti-poverty focus, recognizing that low income and vulnerable residents are disproportionately impacted by disasters of all kinds. On June 15, 2024, BRACE will host their first annual Disaster Dash 5K Run/Walk to kick off hurricane season by helping raise awareness of the ways our community can be prepared before, during and after a disaster. Funds will be used to offset some of the costs associated with this event.

The Pensacola and Perdido Bay Estuary Program is a non-regular, place-based program designed to address watershed issues at the local level. It serves as a trusted source for residents, businesses, industry and the community on issues relating to preserving, restoring, improving and maintaining the natural habitat and ecosystem for the bays, estuaries and watersheds of Pensacola and Perdido Bays. Funding will be used towards their programs.

This request was submitted to Council Staff on May 1, 2024, and was inadvertently omitted from the May 20, 2024, Agenda Conference. Therefore, it is being requested to be brought forth as an ADD-ON item and placed on the Consent Agenda.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 11,204	FY 2024 District 4 Discretionary Funds
Actual:	\$ 1,000	Gulf Coast Kids House
	1,000	Children's Home Society of Florida
	1,000	Be Ready Alliance Coordinating for Emergencies
	<u>1,000</u>	Pensacola Perdido Bay Estuary Program
	<u>\$ 4,000</u>	

FINANCIAL IMPACT:

A balance of \$11,204 is currently within the District 4 Discretionary Fund Account. Upon approval by City Council, a balance of \$7,204 will remain in the District 4 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-449

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 925 EAST JACKSON STREET

RECOMMENDATION:

That City Council declare as surplus the real property located at 925 East Jackson Street (Parcel ID No. 00-0S-00-9025-005-082) and authorize the Mayor to dispose of the parcel via direct negotiation with a community land trust non-profit organization, to be selected via established criteria listed in the required public notice, pursuant to F.S. 163.380. Also, that City Council authorize the Mayor to take all action necessary to execute and administer the transaction consistent with the Mayor's Executive Powers as granted by the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pursuant to Section 163.380 Florida Statutes which governs the disposal of real property by a city or redevelopment agency when the property is located in a community redevelopment area and was acquired for redevelopment purposes; and subsection 163.380(3)(a) which includes a requirement that prior to the sale or lease of such property to a private party, the city or agency must advertise for and invite competing proposals for the property, staff is requesting authorization to begin the required public notice period for the disposition of the property to a community land trust, with the intent to redevelop the site for attainable/workforce housing. Submission requirements and evaluation criteria will be posted to the City website in conjunction with issuance of the legal ad. Any negotiated agreements and/or conveyance documents will be brought back to the City Council for its consideration prior to conveyance. Should a public hearing be required pursuant to Chapter 163, Part III, Florida Statutes, the public hearing will be held in conjunction with consideration of the agreements/conveyance documents.

A community land trust model is a mechanism that ensures affordable housing by separating ownership of land from ownership of structures on the land, keeping housing costs low and maintaining affordability in perpetuity. Common in both urban and rural areas, community land trusts (CLTs) are increasing in popularity as a proven tool to address affordable housing

challenges. The number of community land trusts has grown significantly in recent years, with hundreds now operating across the United States.

The City will seek proposals from CLTs that produce long term attainable/workforce housing for a minimum of 99 years. Uses and site design should balance the need to address the current affordability crisis, while respecting the existing scale of the surrounding development. The project must exhibit quality design that preserves, reflects and/or pays tribute to the historic vernacular and urban form of the East Hill neighborhood. The City will seek for-sale housing development.

Additional project preferences include:

- At least 51% of dwelling units affordable to individuals with a median household income of 80% Area Median Income (AMI) or less with a remaining Target AMI range of 80%-120% AMI.
- Preference for those with residential ties to the local area.
- Publicly accessible recreational amenities.
- Features which provide accessibility and encourage aging in place.
- Strategic and thoughtful application of parking management that respects the surrounding residential area.
- Elements of public art.
- Inclusion of Minority and Women-owned Business Enterprises (MWBE) vendors.

The real property located at 925 East Jackson Street was the previous location of the recently demolished Malcolm Yonge Gymnasium. The vacant parcel totals approximately 1.17 acres and is zoned R-1AA (One and Two Family Residential). During discussion held in recent meetings, the Mayor's Office has expressed interest in pursuing the redevelopment of the site with attainable/workforce housing. Prior to this meeting, notices were mailed to property owners within the 300-ft radius of the property, per Council policy regarding disposition of real property. Also in keeping with policy, the parcel was reviewed via Ordinance No. 25-20 (the "Sensitive Properties Ordinance") for historical significance requiring the retention of the parcel and on whether the property is waterfront or with a water view, and there were no findings. Accompanying this item is an appraisal obtained in September 2020.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

The addition of this vacant parcel to the CLT will eventually generate modest ad valorem tax income to the City and CRA Fund after redevelopment is actualized. This income will be dependent upon the number of homes constructed and sold.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/2/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Victoria D'Angelo, CRA Manager
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Appraisal Report N220-0089
2. Summary Read into Record by Deputy City Administrator David Forte

PRESENTATION: No

APPRAISAL REPORT

OF A

COMMERCIAL PROPERTY

LOCATED AT

900 EAST JACKSON STREET
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32501

EXCLUSIVELY FOR

CITY OF PENSACOLA
CLIENT PURCHASE ORDER: NOT PROVIDED BY CLIENT

AS OF

SEPTEMBER 2, 2020

BY

CHARLES C. SHERRILL, JR., MAI
STATE - CERTIFIED GENERAL APPRAISER #RZ1665

2803 EAST CERVANTES STREET, SUITE C

PENSACOLA, FLORIDA

32503

APPRAISAL REPORT

The subject property consists of a commercial building, related site improvements, and underlying land which are located at 900 East Jackson Street in Pensacola, Florida. The property is utilized by the owner/client as a gymnasium, and it is referred to as the Malcom Yonge Center. The subject is considered to represent a special-purpose use based upon the design and use of the building as a recreational gymnasium. It should be noted that the portable bleachers and other items of equipment within the building are considered to be items of personal property and they have therefore not been included in this valuation.

Additionally, the appraiser has discussed with the client and hereby discloses that he previously appraised the subject property in August, 2019. However, he has not performed any other appraisal or other real estate services involving the subject property in the three years preceding the agreement to perform this assignment. The appraiser concludes that he has no conflicts of interest in performing this appraisal assignment for the client.

The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the specialized characteristics of the subject property, comparable sales within the Sales Comparison Approach were not considered to be adequate to provide credible results for this valuation. Secondly, gymnasium properties like the subject in the local market are typically owner-occupied and not frequently leased, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

The subject consists of a commercial property with no lease encumbrances. The subject property is improved with a gymnasium building that has relatively specialized features and characteristics. Buyers of this type of property in the local market typically rely most heavily on the Cost Approach in making buying decisions. Accordingly, the appraiser has determined that the performing of the Cost Approach in this appraisal process is sufficient to achieve credible assignment results. Additionally, the omission of the Sales Comparison and Income Capitalization Approaches is not considered to have a negative effect on the credibility of this appraisal. The appraiser has clearly identified and explained this scope of work for this assignment within this appraisal report.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.

Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. It should be noted that this coronavirus could have a negative effect on the demand, marketability, and resulting value of the subject property. However, as of the effective date of this appraisal, it is not clear to what extent, if any, the local market conditions and subject property value are impacted by the coronavirus. The appraiser has reviewed available market surveys and performed multiple interviews recently with various knowledgeable market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor this rapidly-developing issue.

It should be noted that the extended Pensacola area was significantly affected recently by Hurricane Sally. This catastrophic Category 2 hurricane made landfall near Pensacola on September 16, 2020. Significant destruction occurred to numerous properties in the local area as a result of catastrophic winds, rainfall, flooding, and tornados. Preliminary estimates indicate the cost of damage from this catastrophic storm could exceed \$8 to \$10 billion dollars. However, it should be noted that the subject property was hardened for this destructive storm, and it appears the property did not sustain any significant damage from this hurricane.

CLIENT:	City of Pensacola Attention: Ms. Deana Stallworth Property Lease Manager 222 West Main Street Pensacola, Florida 32502
APPRAISER:	Charles C. Sherrill, Jr., MAI State - Certified General Appraiser #RZ1665 Sherrill Appraisal Company 2803 East Cervantes Street, Suite C Pensacola, FL 32503
APPRAISAL FILE NUMBER:	N220-0089
PURCHASE ORDER NUMBER:	Not Provided by Client
PROPERTY LOCATION:	900 East Jackson Street, Pensacola, Escambia County, Florida 32501
PROPERTY TYPE/CURRENT USE:	Gymnasium (Special-purpose use)
REPORTED PROPERTY OWNER:	City of Pensacola
OCCUPANT:	Owner
TAX ACCOUNT NUMBER:	14-0559-000
PARCEL IDENTIFICATION NO.:	00-0S-00-9025-005-082

**2020 PROPERTY TAX
ASSESSMENT:**

\$805,555; However, the current tax expense of the subject is based upon a reduced assessed value of \$668,433 that results from an annual increase limit that applies to non-homesteaded properties in the State of Florida. It should be noted that there are no unpaid property taxes as the current owner is exempt from real estate taxation based upon its governmental status.

LEGAL DESCRIPTIONS:

Legal descriptions of the subject property obtained from the Escambia County Property Appraiser's Office and a deed of realty are presented in the addendum of this appraisal report.

ZONING CLASSIFICATIONS:

R-1AA; Medium Density Residential

**FUTURE LAND USE
CLASSIFICATION:**

MDR; Medium Density Residential

TYPE AND DEFINITION OF VALUE:

The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is a type of value stated as an opinion, that presumes the transfer of a property (i.e. a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal. Furthermore, market value is defined under 12 U.S.C. 1818, 1819 and title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;

**TYPE AND DEFINITION OF
VALUE (CONT.):**

- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**INTENDED USER OF
APPRAISAL REPORT:**

City of Pensacola; No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USE OF APPRAISAL
REPORT:**

For the sole purpose of assisting the client, City of Pensacola, in internal business decisions concerning the possible sale/disposition of the subject property.

OWNERSHIP INTEREST VALUED:

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

DATE OF PROPERTY INSPECTION: September 2, 2020

EFFECTIVE DATE OF VALUE: September 2, 2020

DATE OF APPRAISAL REPORT: September 23, 2020

FINAL ESTIMATE OF VALUE: \$910,000 (Value As Is, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report)

**ALLOCATED VALUE OF
SUBJECT LAND COMPONENT:** \$820,000

**ALLOCATED VALUE OF
SUBJECT IMPROVEMENTS:** \$90,000

SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the specialized characteristics of the subject property, comparable sales within the Sales Comparison Approach were not considered to be adequate to provide credible results for this valuation. Secondly, large gymnasium properties like the subject in the local market are typically owner-occupied and not frequently leased, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject site and interior of the subject building, conducted a telephone interview with the designated property contact (client), confirmed the appraiser's previous measurements of the exterior of the facility, and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable land sales. This information was applied in the Sales Comparison Approach to value the subject land as if vacant.

Comparable construction costs for similar gymnasium facilities were obtained from Marshall & Swift Cost Service to estimate the replacement cost new of the existing subject facility. An estimate of the accrued depreciation of the improvements was then made based upon its observed physical condition. These efforts were performed in the process of preparing the traditional Cost Approach to valuation. The appraiser concludes that this particular scope of appraisal work is sufficient to achieve credible assignment results.

As previously mentioned, comparable improved gymnasium sales and rental market data for the subject property was not considered to be adequate to result in reliable indications of market value for the subject from the Sales Comparison or Income Capitalization Approaches. Gymnasium properties like the subject are not frequently bought and sold in the local area. Additionally, gymnasiums are typically owner-occupied and not frequently leased by owners to church congregations. Accordingly, the Sales Comparison and Income Capitalization Approaches were considered for this valuation, but they were not performed within this appraisal due to this scarcity of quality comparable market data. It is concluded from this analysis that the value estimate indicated by the Cost Approach was deemed to be reasonably supportable for the subject property. In conclusion, the scope of the analysis performed for this valuation is concluded to be sufficient to result in credible assignment results. Furthermore, the appraiser performed multiple interviews with various market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor the rapidly-developing coronavirus issue.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2019) statistics from the U. S. Census Bureau, there are 318,316 residents in Escambia County, which ranked 17th in county population in Florida. Escambia County's population increased by 7.0 percent since 2010, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has an unemployment rate of 3.2 percent, which is fairly consistent with that indicated by the state and national averages (2.8 percent and 3.5 percent, respectively).

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

Neighborhood Description: The subject property is well-located inside the city limits of Pensacola in close proximity to Downtown Pensacola. The subject neighborhood boundaries are generally defined as East Texar Drive on the north, North Seventeenth Avenue on the east, East Gregory Street on the south, and Interstate 110 on the west. Land uses in this immediate mixed residential and commercial area include retail establishments, offices, convenience stores, strip shopping centers, restaurants, banks, auto service garages, apartments, residences, mobile homes, warehouses, pawn shops, auto sales lots, mini-warehouses, churches, motels, and lounges. The neighborhood is convenient to Downtown Pensacola, churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. Numerous residential properties have been developed in recent years in this immediate area based upon the desirable location and favorable demand for housing. In summary, the subject neighborhood conditions are concluded to be favorable.

Summary of Local Real Estate Market: After a number of years of steady growth in the local real estate market (as well as other sectors), the health of the market weakened during 2006 to 2011. Demand for residential housing and commercial space declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was an increase in vacancy rates, a decline in rental rates and values, an increase in property foreclosures, and extended marketing periods. However, the market began to stabilize in late 2011, and it has gradually increased in the past few years. It is concluded that the local market, as well as the subject property, should continue this slight improvement trend in the foreseeable future (although this could be impacted by the recent coronavirus pandemic).

Site Description: The subject property is well-located on the southwest corner of East Jackson Street and North 10th Avenue. The property is situated immediately adjacent to an office, residences, and a church. The corner interior parcel is fairly regular in shape. The site has 203 feet of frontage on the south side of East Jackson Street, 275 feet of frontage on the west side of North 10th Avenue, and 230 feet of frontage on the north side of East La Rua Street. According to the Escambia County Property Appraiser's Office, the property contains 1.3716 acres. These equate by calculation to a land area of 59,747 square feet. Based upon this land area and the 10,148-square foot size of the structure, the indicated land-to-building ratio of the subject is 5.9 to 1.0. This is considered to be relatively adequate when compared to similar properties in the local market.

The property is fairly level to gently sloping, and it appears to have satisfactory drainage. Public sanitary sewer service is apparently available to the subject. The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0390G).

East Jackson Street, North 10th Avenue, and East La Rua Street are all two-laned secondary roadways in front of the subject. Overall access to the property is concluded to be somewhat favorable.

The subject property zoned R-1AA; Medium Density Residential under the zoning ordinances of the City of Pensacola. The R-1AA zoning district was established for the purpose of providing a mixture of one and two-family dwellings with a maximum density of up to 8.7 dwelling units per acre for single-family residences. This equates to a total of 11 home sites for the subject (1.3716 acres x 8.7 units/acre = 11.9, rounded). However, based upon the boundary lines of the platted lots of the subject property (within Block 82 of the New City Tract), it appears that a total lot count of 9 home sites is more reasonable.

Land uses permitted within this classification include single-family detached dwellings, accessory residential units, residential duplexes, certain community residential homes licensed by the Florida Department of Health and Rehabilitative Services with six or fewer residents, providing that it is not to be located within 1,000 feet of another such home, schools and educational institutions, libraries and community centers opened to the public and buildings used exclusively by the federal, state, county, and city government for public purposes, churches, and parish houses, home occupations, municipally-owned and operated parks and playgrounds, and private horse stables. There are minimum lot areas and certain front, side, and rear yard setbacks. The maximum building height is 35 feet. The present gymnasium use of the subject property, as a community center that is operated for use by the public, is apparently permitted by the current R-1AA zoning classification. The property has a Future Land Use Classification of MDR; Medium Density Residential.

Description of Improvements: The subject improvements consist of a special-purpose recreational gymnasium building which based upon the appraiser's measurements, calculations, and estimates contains approximately 10,148 square feet. The property is operated by the owner (City of Pensacola) as a gymnasium for use by the public. The building has an arch-style semi-cylindrical design, and it is constructed of concrete block exterior walls on a concrete foundation. The roof cover is of a metal material. The building has an eave height which ranges broadly from approximately 10 to 28 feet.

Description of Improvements (Cont'd): The interior layout of the facility consists primarily of a full-sized basketball court with multiple basketball goals. The floor plan also includes an entrance lobby, two restrooms, an office area, two athletic locker rooms, and a janitorial storage closet at the rear of the building. The entire structure is heated and cooled with a central system. There are a number of windows within the facility and the flooring is primarily of a rolled-vinyl material. As previously mentioned, the portable bleacher system within the building is considered to be an item of personal property and it has therefore not been included in this valuation.

The building is reported to have been constructed in 1975. The actual age of the structure is 45 years. Overall, the facility is considered to be in relatively average to below-average physical condition. Its effective age is estimated to be approximately 40 years. The total economic life of the structure is concluded to be approximately 50 years. As a result, the accrued depreciation of the subject building from physical deterioration is concluded to be 80.0 percent ($40/50 \text{ years} = 0.80$) of its total replacement cost new. Additionally, functional obsolescence is concluded to be present based upon the previously-discussed special-purpose use of the subject building. No external obsolescence was noted.

The subject site improvements consist of asphalt paving, concrete sidewalks, 23 paved on-site parking spaces, concrete curb cuts, exterior lighting, a concrete retaining wall, adequate landscaping, and a small utility shed of nominal value. Overall, the subject structure and site improvements are considered to be physically well-adapted to the site.

SALES HISTORY OF SUBJECT PROPERTY:

The subject property is currently owned by City of Pensacola. According to the public records, the property was acquired by the current owner prior to 2002. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. The client is apparently considering the sale of the subject property at a yet undetermined price.

HIGHEST AND BEST USE:

Highest and best use may be defined as "The reasonable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." The first determination (highest and best use of land as though vacant) reflects the fact that the land value is derived from potential land use. The second determination (highest and best use of property as improved) refers to the optimum use that could be made of the property considering the existing structures, when applicable. The analysis of the highest and best use of the subject property as if vacant and as currently improved is presented on the following page.

Highest and best use as if vacant. The first test of highest and best use is legally permissible uses. The legally permissible uses of the subject site include single-family detached dwellings, accessory residential units, residential duplexes, certain community residential homes licensed by the Florida Department of Health and Rehabilitative Services with six or fewer residents, providing that it is not to be located within 1,000 feet of another such home, schools and educational institutions, libraries and community centers opened to the public and buildings used exclusively by the federal, state, county, and city government for public purposes, churches, and parish houses, home occupations, municipally-owned and operated parks and playgrounds, and private horse stables. These land uses are generally compatible with other property types in the subject neighborhood. The potential for a zoning change appears to be unlikely.

The second test of highest and best use is physically possible uses. The subject is comprised of a 59,743-square foot land parcel with adequate topography, shape, and frontage on three paved roads. There are generally no physical limitations on developable alternatives of the subject such that each of the legally permissible uses are physically possible. The third test of highest and best use is financially feasible uses. Based upon investor's desired returns on real estate investments in the local market, the zoning, size, and physical characteristics, the zoning, the neighborhood and local market conditions, and the location of the subject parcel, and the local market and subject neighborhood conditions, a multiple-lot residential use is concluded to be financially feasible. The fourth test of highest and best use is the maximally-productive use. From the above analysis, the maximally productive use of the subject site as though it were vacant is concluded to be multiple-lot residential use. Therefore, the highest and best use of the property as though it were vacant is concluded to be multiple-lot residential use.

Highest and best use as improved. The legally permissible uses of the subject property as currently improved are summarized above. Of these activities that are legally permissible of the subject property as improved, those considered to be physically possible are educational institutions, community centers, and churches uses. Based upon the age and condition of the building, a demolition and redevelopment of the subject site would not immediately result in a higher return to the land than is currently being achieved. The current gymnasium activity is therefore concluded to represent a financially feasible use of the property as currently improved. Furthermore, the subject gymnasium activity is considered to represent the maximally productive use of the property as currently improved. In conclusion, the highest and best use of the property as currently improved is the existing gymnasium use although it represents a special-purpose use.

It should be noted that the feasibility of an eventual re-development of the subject land parcel with approximately 9 to 11 residential home sites (for which it is currently zoned and platted) is anticipated to be favorable based upon the health of the residential market and overall neighborhood conditions.

APPRAISAL PROCESS:

The three traditional approaches to estimate the value of real property are the Cost Approach, the Sales Comparison Approach (formerly called the Market Approach), and the Income Capitalization Approach. All three approaches are based upon the basic principle of substitution, which affirms that a prudent buyer will not pay more for a property than the cost of an equally desirable site plus the cost to construct a similar building (Cost Approach), the cost to acquire a competing property which is equal in desirability and utility (Sales Comparison Approach), or the cost to acquire a substitute income stream of equal quantity, quality, and durability (Income Capitalization Approach).

As previously mentioned, the subject property is considered to represent a special-purpose use based upon the property's size, design, and intent for specific usage by the public as a recreational gymnasium. Buyers of this type of property in the local market typically rely most heavily on the Cost Approach in making buying decisions. Accordingly, the appraiser has determined that the performing of the Cost Approach in this appraisal process is sufficient to achieve credible assignment results. The appraiser has clearly identified and explained this scope of work for this assignment within this appraisal report.

COST APPROACH:

The Cost Approach involves a process in which an appraiser derives a value indication by estimating the current cost to reproduce or replace the existing or proposed structure, deducting for all accrued depreciation in the property (if any), and adding the estimated land value. The Cost Approach is based upon the principle of substitution which affirms that no prudent buyer would pay more for a property than the cost to acquire a similar site and construct improvements of equivalent desirability and utility without undue delay. A summary of the Cost Approach is presented on the following pages.

SUMMARY OF LAND VALUATION ANALYSIS (AS IF VACANT):

A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below. Detailed information pertaining to each of these comparables, aerial photographs and site plans, and a location map are presented at the conclusion of this appraisal report.

COMP. RECORD NO.	NO.	LOCATION	DATE OF SALE	SALE PRICE	SQ. FT.	PRICE/ SQ. FT.
1	7990	511 East Gadsden Street	05/27/18	\$180,000	18,300	\$9.84
2	7991	1000 East Belmont Street	01/05/18	\$162,500	11,000	\$14.77
3	1129	1809 East Cervantes Street	08/28/20	\$160,000	10,560	\$15.15
4	7992	1307 East Cervantes Street	10/04/18	\$180,000	10,890	\$16.53

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 10,560 to 18,300 square feet, which is much smaller than the size of the subject. All are suitable for a residential type of use although the zoning of all but one also permit office usage. Each is located in the immediate subject neighborhood within approximately 4 blocks of the subject. These comparables range in price from \$160,000 to \$180,000, which equates to a broad unit price of \$9.84 to \$16.53 per square foot.

Various price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/road frontage, topography, utilities availability, and zoning when compared to the subject. A summary of the varying characteristics of the comparables, relative to the subject, and related price adjustments is presented below.

Property Rights Conveyed

All of the comparables involve transactions which conveyed fee simple title in the respective properties. This is consistent with that of the subject, so no price adjustments were considered necessary for this element of comparison.

Atypical Financing Terms

Each comparable consisted of a purchase arrangement of cash to the seller or financing equivalent to market terms. Since the appraisal of the subject property is based upon cash or its equivalent terms, no price adjustments were made for this feature.

Conditions of Sale

All of the actual sales are concluded to be based upon arm's length transaction without undue duress or influence. Accordingly, no price adjustments were deemed necessary to the sales for conditions of sale.

Market Conditions (Time)

The comparable sales were transacted between January, 2018 and last month (August 2020). When compared to the subject, small upward unit price adjustments were considered to be necessary to all but Comparable No. 3 to account for the slightly improved local market conditions that have occurred since these particular sales were transacted.

Location

Comparable Nos. 2 and 3 are considered to generally have similar locational attributes as the subject, but the locations of the remaining comparables were concluded to be slightly dissimilar to that of the subject. Accordingly, varying price adjustments were made to Comparable Nos. 1 and 4 for location when compared to the subject.

Land Size

The land sizes of the comparables range from 10,890 to 18,300 square feet. Each of the comparables is generally comprised of 1 to 2 lots whereas the subject represents 9 to 11 lots. When compared to the 59,743-square foot size of the subject parcel, downward unit price adjustments were made to each of the sales for this element of comparison in this analysis.

Shape of Parcel

The parcel shapes of all of the comparables were concluded to be generally similar to that of the subject. Accordingly, no price adjustments were concluded to be necessary to any of the comparables for this element of comparison.

Access/Road Frontage

The access and extent of road frontage of Comparable Nos. 2, 3, and 4 were deemed to be slightly inferior to the subject. Accordingly, small upward adjustments were made to these particular comparables. Comparable No. 1 has a corner-location with access on two roads so no price adjustments were concluded to be necessary to this particular comparable in this analysis.

Topography

No price adjustments were considered necessary to the comparables based upon their having similar topographies.

Utilities Availability

The availability of utilities to each of the comparables was deemed to be generally similar to that of the subject. Accordingly, no price adjustments were concluded necessary for this element of comparison.

Zoning

The zoning classifications of Comparable Nos. 2 and 3 were the same as (or fairly similar to) the subject (R-1AA). However, small downward unit price adjustments were considered necessary to Comparable Nos. 1 and 4 to account for their superior zoning classifications (which permit office usage), when compared to the subject.

After the above adjustments were made to the unit prices of the comparables, the broad indicated value range for the subject is \$9.56 to \$14.63 per square foot. However, all but one reflect the upper end of this unit price range. In reconciling the above value indications, most weight was placed on Comparable No. 3. It is the most recent sale that also resulted in the fewest and least price adjustments. As a result, a unit value towards the upper end of the above range is concluded to be appropriate for the subject. Therefore, a value of \$13.75 per square foot is estimated for this valuation. This concluded unit value and is well-bracketed by both the adjusted and the unadjusted unit price ranges of the comparables, which is considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the subject land component from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

SUMMARY OF LAND VALUATION CONCLUSION

$$\begin{array}{rclclcl} 59,747 \text{ SQ. FT.} & \times & \$13.75/\text{SQ. FT.} & = & \$821,521 \\ & & \text{ROUNDED:} & & \underline{\underline{\$820,000}} \end{array}$$

The above total land value estimate far exceeds the total sales price range of \$162,500 to \$180,000 that is indicated by the above comparables. However, this is concluded to be reasonable based primarily upon the much smaller size of the comparables, relative to the subject property. Furthermore, it equates to approximately \$91,111 per allowable lot. This is considered to be reasonable based upon the above comparable sales and the shape/configuration of the subject parcel. The comparable sales have an indicated price per lot which generally ranges from \$80,000 to \$90,000.

c20-0089L

SUMMARY OF LAND SALES ADJUSTMENTS
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	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	7990	7991	1129	7992
Total Sales Price	\$180,000	\$162,500	\$160,000	\$180,000
Square Feet	18,300	11,000	10,560	10,890
Price Per Square Foot	\$9.84	\$14.77	\$15.15	\$16.53
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$9.84	\$14.77	\$15.15	\$16.53
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$9.84	\$14.77	\$15.15	\$16.53
Conditions of Sale	0%	0%	0%	0%
Adjusted Unit Price	\$9.84	\$14.77	\$15.15	\$16.53
Market Conditions (Time)	8%	10%	0%	7%
Adjusted Unit Price	\$10.62	\$16.25	\$15.15	\$17.69
<u>Adjustments- Physical Characteristics</u>				
Location	10%	--	--	-10%
Size of Site	-15%	-15%	-15%	-15%
Shape of Site	--	--	--	--
Access/Road Frontage	--	5%	5%	5%
Topography	--	--	--	--
Utilities Availability	--	--	--	--
Zoning	-5%	--	--	-5%
Other Features	--	--	--	--
Cumulative (Net) Adjustments	-10%	-10%	-10%	-25%
Adjusted Price Per Square Foot	\$9.56	\$14.63	\$13.64	\$13.26

SUMMARY OF REPLACEMENT COST OF SUBJECT IMPROVEMENTS:

The subject building is a special-purpose recreational gymnasium type of structure with a size of 10,148 square feet. For this valuation, it has been categorized within the Marshall Valuation Cost Service Manual as a Class C gymnasium type of building of average quality. The base unit cost of this type of structure is concluded to be \$114.00 per square foot. When applying cost adjustments for such factors as floor area, building height, current costs, and locale, the resulting direct unit cost of replacement of this structure is \$110.59 per square foot of building area.

The components of the subject site improvements include such items as asphalt paving, concrete sidewalks, a concrete retaining wall, and landscaping. For this appraisal, the total base cost of these items has been estimated at \$75,000. In total, the direct replacement cost new of the subject improvements (building and site improvements) is \$1,197,267.

An indirect cost based upon 10.0 percent of the total direct cost of the components has been included to account for such items as architectural and engineering fees, appraisals, construction loan interest, insurance expenses, and a contingency during construction. Additionally, entrepreneurial profit based upon 15.0 percent of the above cost figure has been included. This serves as the incentive a developer would expect to receive as repayment for its expenditures and as compensation for providing the coordination, expertise, and risk assumption with the development project.

The resulting Total Replacement Cost New of the subject improvements amounts to \$1,514,543, as summarized on the following page. When deducting the estimated accrued depreciation (physical deterioration and functional obsolescence) from these various improvement components, the Depreciated Cost New of the subject improvements is \$89,958 (\$8.86 per square foot). Lastly, when adding the previously-concluded land value of the subject, a total indicated value of \$910,000 (rounded) results from the Cost Approach. It should be noted that a majority of this total value (90.1 percent) is attributable to the subject land component.

A summary of this method of valuation is presented on the following pages.

c20-0089c

**UNIT COST NEW COMPUTATION OF ESTIMATED COST NEW PER SQUARE FOOT OF BUILDING AREA
(MARSHALL VALUATION SERVICE)**

		PER SQ. FT.
DIRECT COSTS:		
RAW UNIT COST	(SECTION 18 ,PAGE 25) (02/19)	\$114.00
FLOOR AREA MULTIPLIER	(SECTION 18 ,PAGE 37)	x 0.950
		SUBTOTAL \$108.30
BUILDING HEIGHT MULTIPLIER	(SECTION 18 ,PAGE 37)	x 1.200
		SUBTOTAL \$129.96
CURRENT COST MULTIPLIER	(SECTION 98 ,PAGE 5)	x 1.013
		SUBTOTAL \$131.65
LOCAL MULTIPLIER	(SECTION 99 ,PAGE 7)	x 0.840
		SUBTOTAL \$110.59
TOTAL DIRECT COSTS		<u>\$110.59</u>

BUILDING ADDRESS: 900 EAST JACKSON STREET, PENSACOLA, FL
 BUILDING TYPE: GYMNASIUM
 BUILDING CLASS: C
 QUALITY: AVERAGE QUALITY
 BUILDING AREA: 10,148 SQUARE FEET
 PERIMETER: 438 FEET
 HEIGHT: 10 - 28 FEET

c20-0089v

COST APPROACH VALUE CONCLUSION

Replacement Cost New:

Building Area:	10,148 Sq. Ft. x \$110.59 Per Sq. Ft.	=	\$1,122,267
Site Improvements:	Asphalt Paving, Concrete Sidewalks, Concrete Retaining Wall, Landscaping	+	<u>\$75,000</u>

Sub-Total: \$1,197,267

Plus Indirect Costs @ 10.0% + \$119,727

Sub-Total: \$1,316,994

Plus Entrepreneurial Profit @ 15.0% + \$197,549

Total Replacement Cost New: \$1,514,543

Less Estimated Accrued Depreciation (See Breakdown Below): - \$1,424,585

Depreciated Cost New of Improvements: \$89,958

Plus Land Value Estimate: 59,747 Square Feet x \$13.75 Per Square Foot (rounded) = \$820,000

Total Value Indication: \$909,958

Rounded: \$910,000

Breakdown of Accrued Depreciation:

	<u>Building:</u>	<u>Site Improvements:</u>
Physical Deterioration:	80.0%	80.0%
Functional Obsolescence:	15.0%	0.0%
External Obsolescence:	0.0%	0.0%
Total	<u>95.0%</u>	<u>80.0%</u>

	<u>Rep. Cost New*</u>	<u>% Depr.</u>	<u>Acc. Depr.</u>
Building:	\$1,419,668	x 95.0%	= \$1,348,685
Site Improvements:	<u>\$94,875</u>	x 80.0%	= <u>\$75,900</u>
Totals:	<u>\$1,514,543</u>		<u>\$1,424,585</u>

* Cost New, after indirect costs and entrepreneurial profit are added.

Note: Figures may not total due to computer-rounding.

RECONCILIATION AND VALUE CONCLUSION:

For this valuation of the special purpose subject property in its as is condition, only the Cost Approach was performed. In doing so, the market value of the fee simple title in the subject property, as is, as of September 2, 2020, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$910,000. It should be noted that no personal property, fixtures, or intangible items are included in this opinion of market value. As mentioned, this appraisal was prepared for the exclusive use of City of Pensacola.

Exposure time is defined by USPAP as an opinion, based upon supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 1 and 22 days before being sold. However, a fairly longer marketing period has been more typical of a majority of commercial properties which have recently sold in the local market. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 6 to 12 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 6 to 12 months.

Attached are the assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, site plans, an aerial photograph, a building sketch and a floor plan, a legal description, a deed of realty, a flood zone map, zoning maps, comparable land sales data sheets, site plans and aerial photographs, a comparable land sales location map, and the appraiser's professional qualifications.

ASSUMPTIONS AND LIMITING CONDITIONS:

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the specialized characteristics of the subject property, comparable sales within the Sales Comparison Approach were not considered to be adequate to provide credible results for this valuation. Secondly, large gymnasium properties like the subject in the local market are typically owner-occupied and not frequently leased, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **City of Pensacola** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with **City of Pensacola**.

24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.
26. It should be noted that no personal property, fixtures, or intangible items are included in this appraisal.
27. Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. It should be noted that this coronavirus could have a negative effect on the demand, marketability, and resulting value of the subject property. However, as of the effective date of this appraisal, it is not clear to what extent, if any, the local market conditions and subject property value are impacted by the coronavirus. The appraiser has reviewed available market surveys and performed multiple interviews recently with various knowledgeable market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor this rapidly-developing issue.

EXTRAORDINARY APPRAISAL ASSUMPTIONS:

There are no extraordinary assumptions of this appraisal.

HYPOTHETICAL CONDITIONS OF THE APPRAISAL:

There are no hypothetical conditions of this appraisal.

CERTIFICATION OF THE APPRAISER

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this appraisal report.
- I have discussed with the client and hereby disclose that I previously performed an appraisal of the subject property of this assignment in August, 2019. However, I have not performed any other appraisal or other real estate services involving the subject property in the three years preceding the agreement to perform this assignment. I conclude that I have no conflict of interest in performing this appraisal assignment for the client.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", followed by a stylized flourish or second signature.

Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SHERRILL, CHARLES C JR PA

410 E GOVERNMENT ST
PENSACOLA FL 32502

LICENSE NUMBER: RZ1665

EXPIRATION DATE: NOVEMBER 30, 2020

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PHOTOGRAPHS OF SUBJECT PROPERTY



Front View of Subject Property



Side View of Subject Building

PHOTOGRAPHS OF SUBJECT PROPERTY



Rear View of Subject Building



Interior View of Subject Gymnasium Building

PHOTOGRAPHS OF SUBJECT PROPERTY



Interior View of Office in Subject Building



View of Typical Restroom in Subject Building

PHOTOGRAPHS OF SUBJECT PROPERTY



View of Subject On-Site Parking Area



View of Rear of Subject Property From East La Rua Street

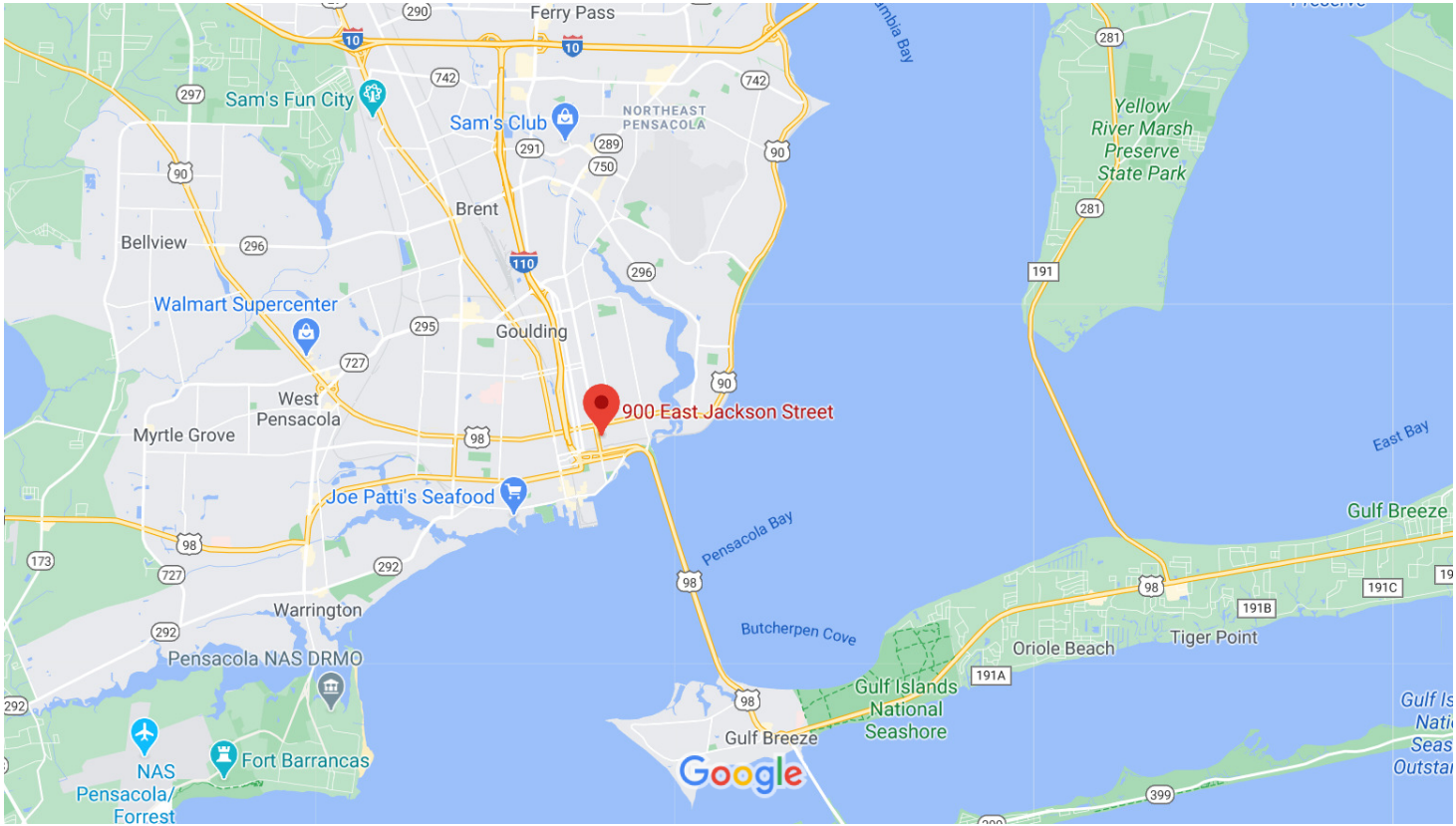
PHOTOGRAPHS OF SUBJECT PROPERTY

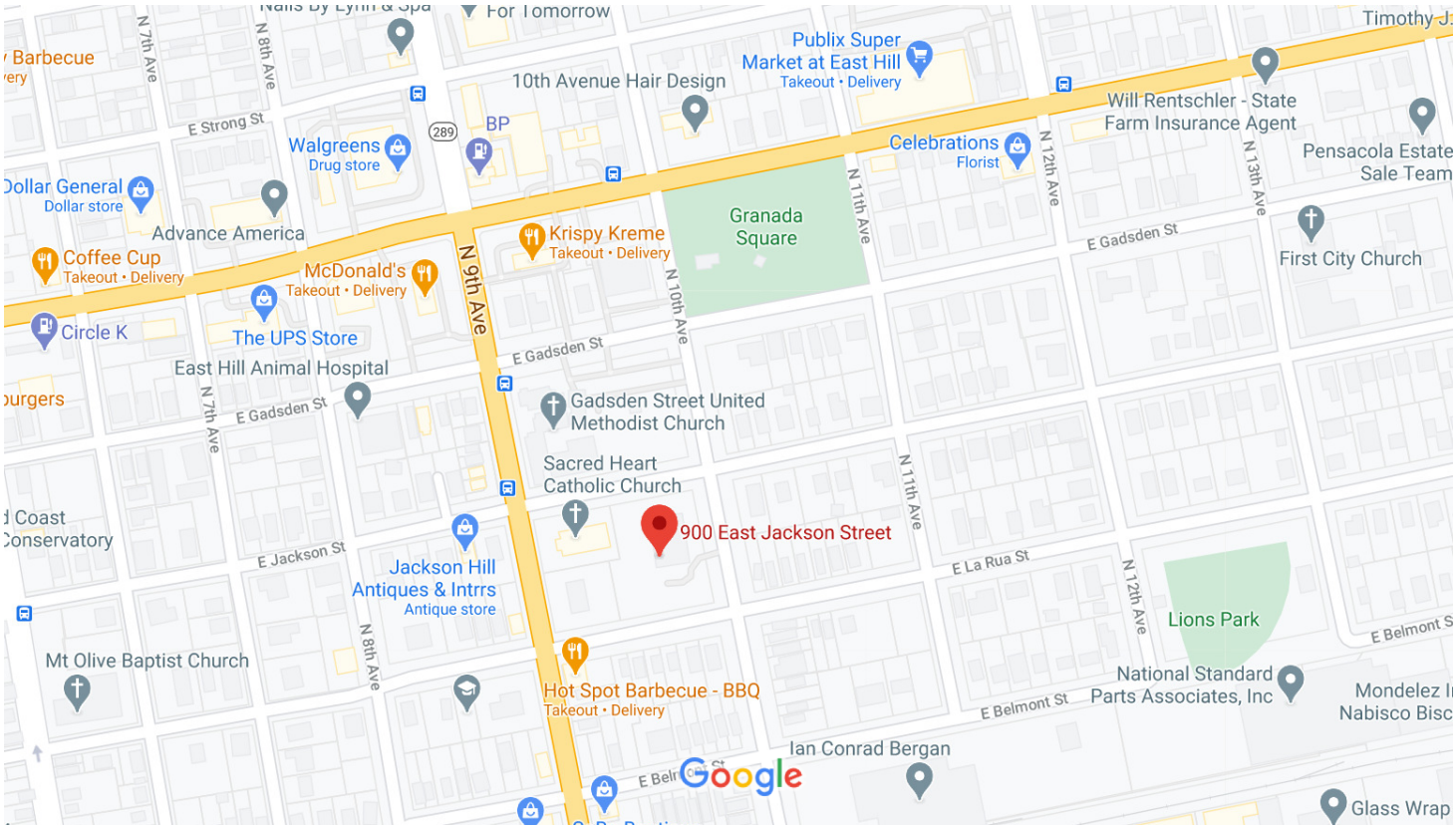


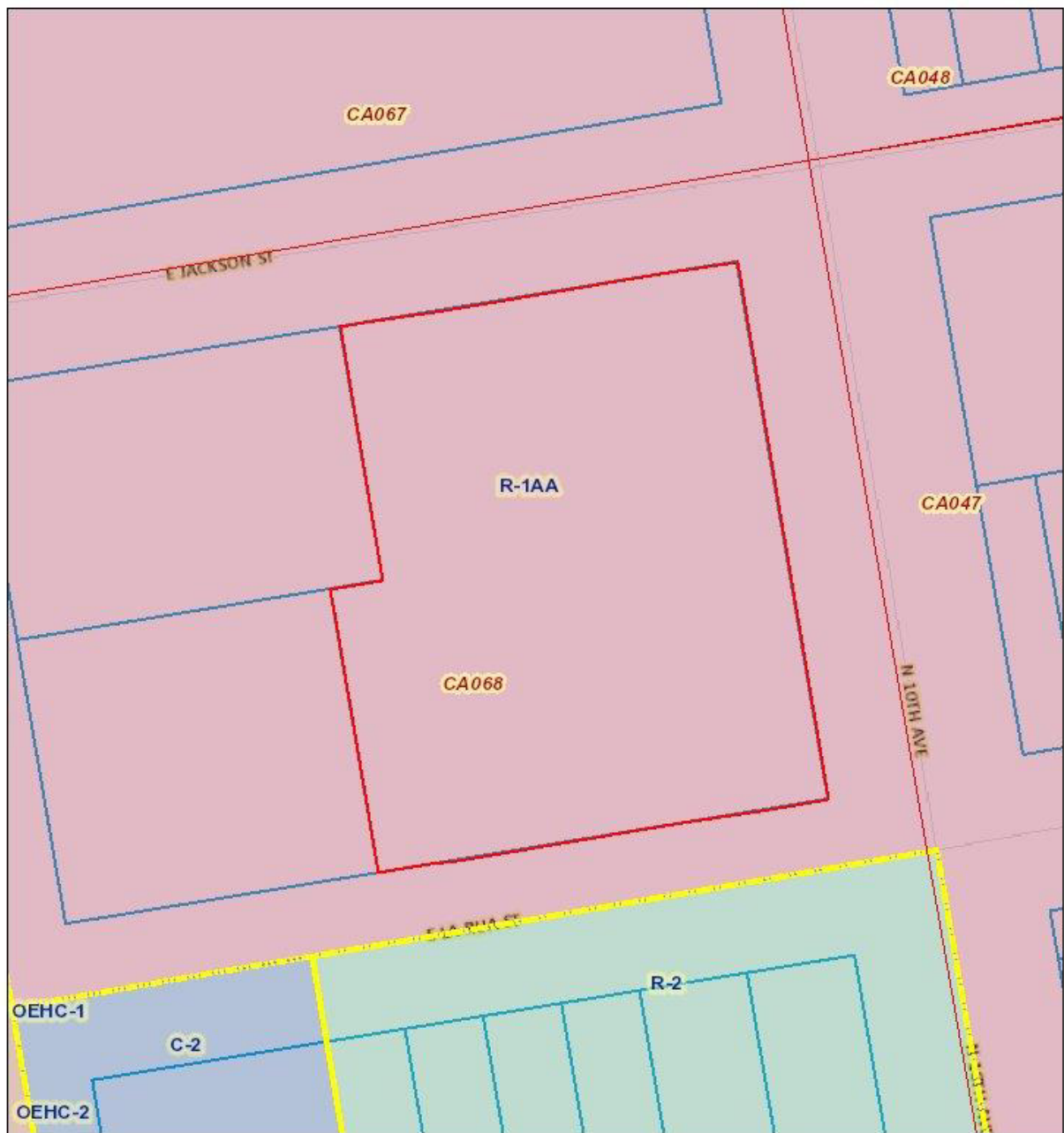
Subject Street Scene from East Jackson Street



Subject Street Scene from East LaRua Street







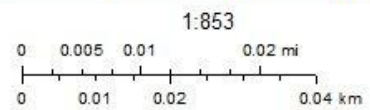
September 3, 2020

polygonLayer

Override 1

Map Grid

Boundary



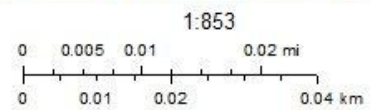


September 3, 2020

polygonLayer

Override 1

- Map Grid
- Boundary
- Property Line



[Restore Full Version](#)

General Information						Assessments				
Reference: 000S009025005082						Year	Land	Imprv	Total	<u>Cap Val</u>
Account: 140559000						2020	\$564,562	\$240,993	\$805,555	\$668,433
Owners: PENSACOLA CITY OF						2019	\$376,375	\$231,292	\$607,667	\$607,667
Mail: C/O FINANCE DEPARTMENT PO BOX 12910 PENSACOLA, FL 32521						2018	\$376,375	\$221,092	\$597,467	\$597,467
Situs: 900 E JACKSON ST 32501						<u>Disclaimer</u>				
Use Code: FOREST, PARK, REC.						<u>Tax Estimator</u>				
Taxing Authority: PENSACOLA CITY LIMITS						<u>File for New Homestead Exemption Online</u>				
Tax Inquiry: <u>Open Tax Inquiry Window</u>										
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector										
Sales Data						2020 Certified Roll Exemptions				
						MUNICIPAL OWNED				
Sale Date						Legal Description				
Book						S 7 57/100 FT OF LTS 1 2 3 4 AND OF W 27 FT OF LT 5 AND E 13 FT OF LT 5 ALL LTS 6 TO 20 BLK 82 NEW CITY TRACT DB 453...				
Page						Extra Features				
Value						ASPHALT PAVEMENT				
Type						CONCRETE PAVING				
Official Records (New Window)						LIGHTS				
<u>View Instr</u>						METAL BUILDING				
12/2001 4815 1898 \$100 OT						WOOD FENCE				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller										

Parcel Information
Section Map Id:
[CA068](#)
Approx. Acreage:
 1.3716
Zoned:
 R-1AA
Evacuation & Flood Information
[Open Report](#)

[Launch Interactive Map](#)

[View Florida Department of Environmental Protection \(DEP\) Data](#)

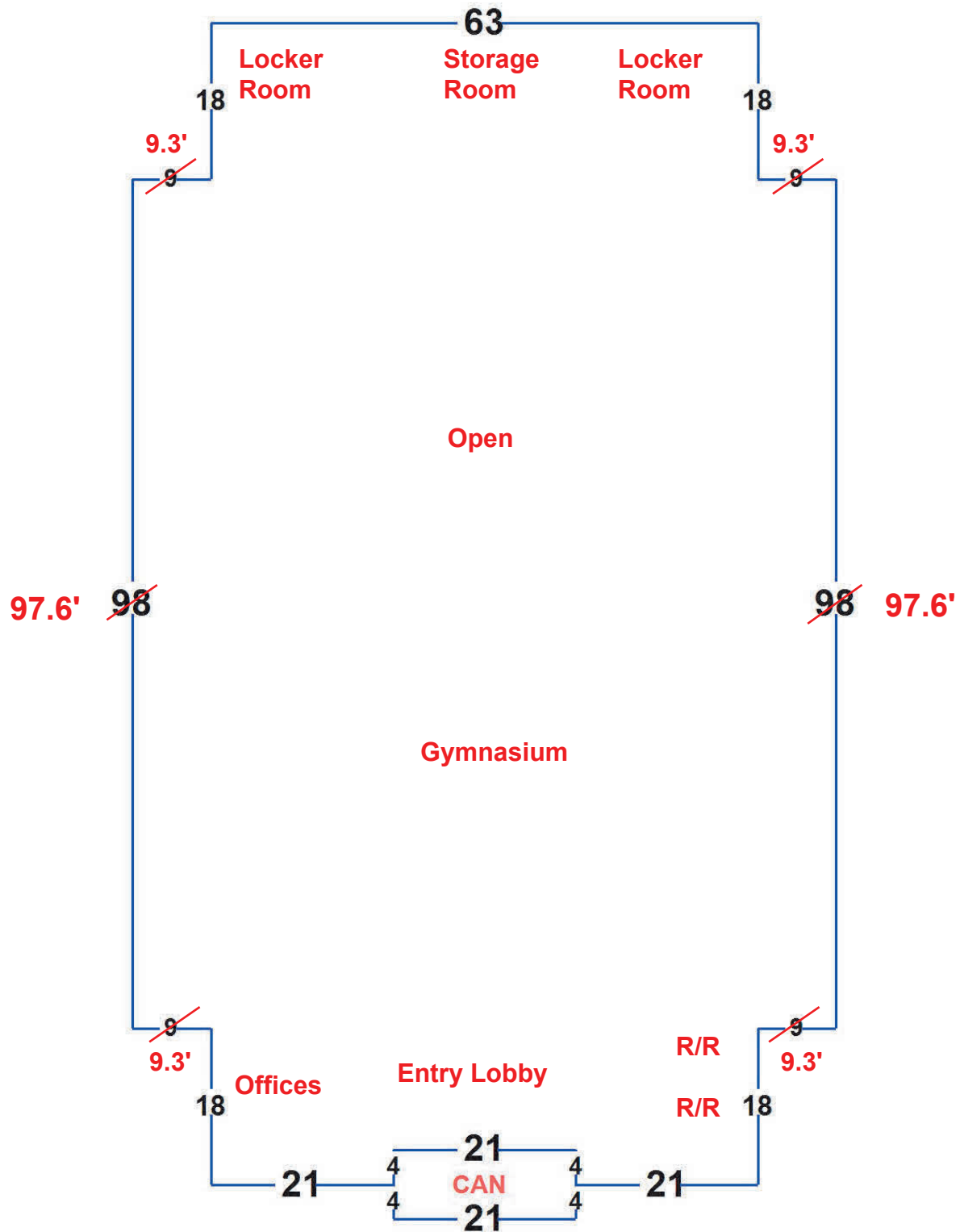
Buildings	
Address: 900 E JACKSON ST, Year Built: 1975, Effective Year: 1975, PA Building ID#: 20351	
Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-1 EXTERIOR WALL-CONCRETE BLOCK FLOOR COVER-HARDWOOD/PARQET FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC INTERIOR WALL-EXPOSED BLK/BRK NO. PLUMBING FIXTURES-18 NO. STORIES-1 ROOF COVER-METAL/MODULAR ROOF FRAMING-DOME/UNUSUAL STORY HEIGHT-18 STRUCTURAL FRAME-CONCRTE REINFRD	
Areas - 10290 Total SF BASE AREA - 10122 CANOPY - 168	
Images	



6/3/20

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

See Following Page for Floor Plan and Building Area.



Building Area:

$$\begin{aligned} 97.6' \times 81.6' &= 7,964.2 \text{ Sq. Ft.} \\ 2 \times 63' \times 18' &= 2,268 \text{ Sq. Ft.} \\ \text{Less } 4' \times 21' &= < \underline{84.0 \text{ Sq. Ft.}} > \\ &\underline{\underline{10,148 \text{ Sq. Ft.}}} \end{aligned}$$

Escambia County Property Appraiser

000S009025005082 - Full Legal Description

S 7 57/100 FT OF LTS 1 2 3 4 AND OF W 27 FT OF LT 5 AND E 13 FT OF LT 5 ALL LTS 6 TO 20 BLK 82 NEW CITY
TRACT DB 453 P 428 OR 4815 P 1898 LESS OR 4905 P 355 HAMBRICK CA 68

① Rec 6.00
DDC .70
tot 6.70

MARY J. MAY
CITIZENS TITLE GROUP, INC.
4900 BAYOU BLVD., SUITE 31
PENSACOLA, FL 32503

PORTION OF
PARCEL 00-0S-00-9025-005-082

OR BK 4815 PG1898
Escambia County, Florida
INSTRUMENT 2001-909994

DEED DOC STAMPS TO ESC CO \$ 0.70
12/10/01 ERNIE LEE MAGAHA, CLERK
By: *[Signature]*

RCD Dec 10, 2001 03:03 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2001-909994

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED OF REALTY

KNOW ALL MEN BY THESE PRESENTS, that the Grantor UNITY CHURCH OF CHRISTIANITY OF PENSACOLA, FLORIDA, INCORPORATED for and in considration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them paid, receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey unto the CITY OF PENSACOLA, FLORIDA, a municipal corporation of the State of Florida, whose mailing address is P O Box 12910, Pensacola, Florida 32521 the following described real estate in the County of Escambia, State of Florida.

LOT 6 AND THE SOUTH 7.57 FEET OF THE WEST 27 FEET OF LOT 5, BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, BY THOMAS C. WATSON, COPYRIGHTED IN 1906.

The purpose of this deed is to clear any cloud in title which may have been caused by deed recorded in Official Record 1696 Page 530 and re-recorded in Official Records 1703 Page 69, Public records of aforesaid county.

The above property is conveyed subject to taxes for the current year and to valid easements, restrictions and reservations of record affecting the above property, in any, which are not hereby reimposed.

TO HAVE AND TO HOLD unto the said Grantee, their successors and assigns, forever, together with all and singular the tenements, appurtenances and hereditaments thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

6th IN WITNESS WHEREOF the undersigned have hereunto executed this instrument the day of December, 2001.

[Signature]
MAY J. MAY
[Signature]
Dawn Devers

UNITY CHURCH OF CHRISTIANITY OF PENSACOLA
[Signature]
IT'S PRESIDENT, DANIEL J. BRUPBACHER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by Daniel J. Brupbacher as President on behalf of said Corporation who personally appeared before me, or who produced Drivers License as identification, and who did not take an oath this 6th day of December, 2001.

[Signature]
Notary Public
Commission No.
Commission expires

RETURN TO:
CITIZENS TITLE GROUP, INC.
4300 BAYOU BLVD., SUITE 31
PENSACOLA, FL 32503





Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com

facebook.com/ECTaxCollector

twitter.com/escambiatc



2019

REAL ESTATE

TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
14-0559-000	16		000S009025005082

PENSACOLA CITY OF
C/O FINANCE DEPARTMENT
PO BOX 12910
PENSACOLA, FL 32521

PROPERTY ADDRESS:
900 E JACKSON ST

EXEMPTIONS:
MUNICIPAL-CITY OWNED

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	607,667	607,667	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.0990	607,667	607,667	0	0.00
BY STATE LAW	3.9440	607,667	607,667	0	0.00
PENSACOLA	4.2895	607,667	607,667	0	0.00
WATER MANAGEMENT	0.0327	607,667	607,667	0	0.00
M.S.T.U. LIBRARY	0.3590	607,667	607,667	0	0.00
TOTAL MILLAGE 17.3407					AD VALOREM TAXES \$0.00

LEGAL DESCRIPTION	NON-AD VALOREM ASSESSMENTS		
	TAXING AUTHORITY	RATE	AMOUNT
S 7 57/100 FT OF LTS 1 2 3 4 AND OF W 27 FT OF LT 5 AND E 13 FT OF LT 5 ALL LTS See Additional Legal on Tax Roll			
NON-AD VALOREM ASSESSMENTS			\$0.00

Pay online at EscambiaTaxCollector.com <i>Payments must be in U.S. funds drawn from a U.S. bank</i>		COMBINED TAXES AND ASSESSMENTS \$0.00	
If Paid By Please Pay	Sep 30, 2020 \$0.00		

RETAIN FOR YOUR RECORDS

2019 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector

P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY **Sep 30, 2020**
0.00

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER
14-0559-000
PROPERTY ADDRESS
900 E JACKSON ST

PENSACOLA CITY OF
C/O FINANCE DEPARTMENT
PO BOX 12910
PENSACOLA, FL 32521

FLOOD MAP



September 3, 2020

polygonLayer

Override 1

— LOCAL ROAD

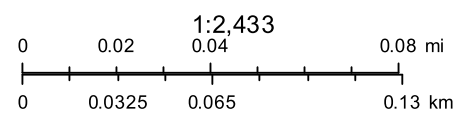
□ Parcels

Streets

— PRINCIPAL ARTERIAL

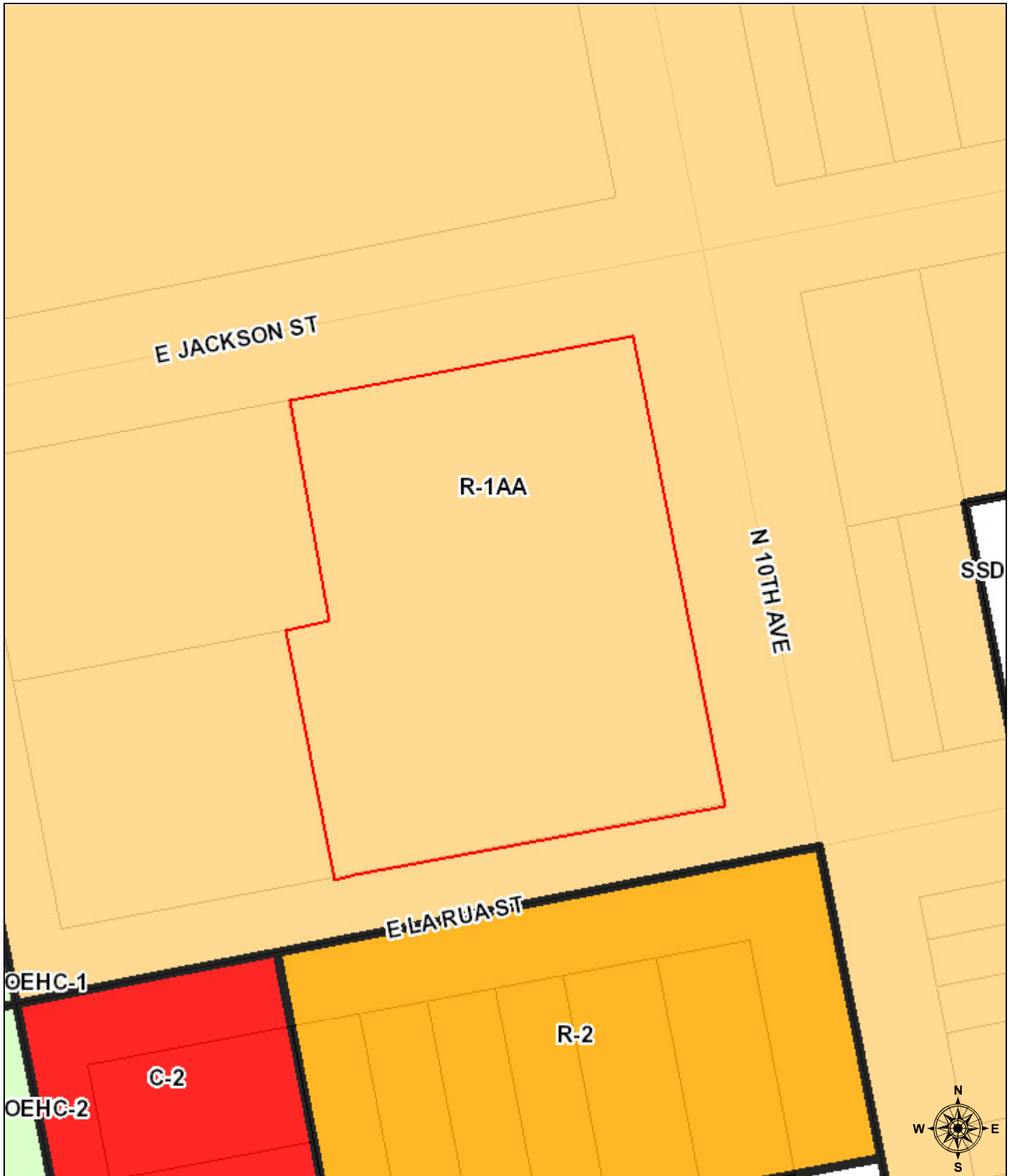
— MINOR ARTERIAL

— COLLECTOR

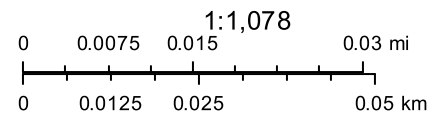


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

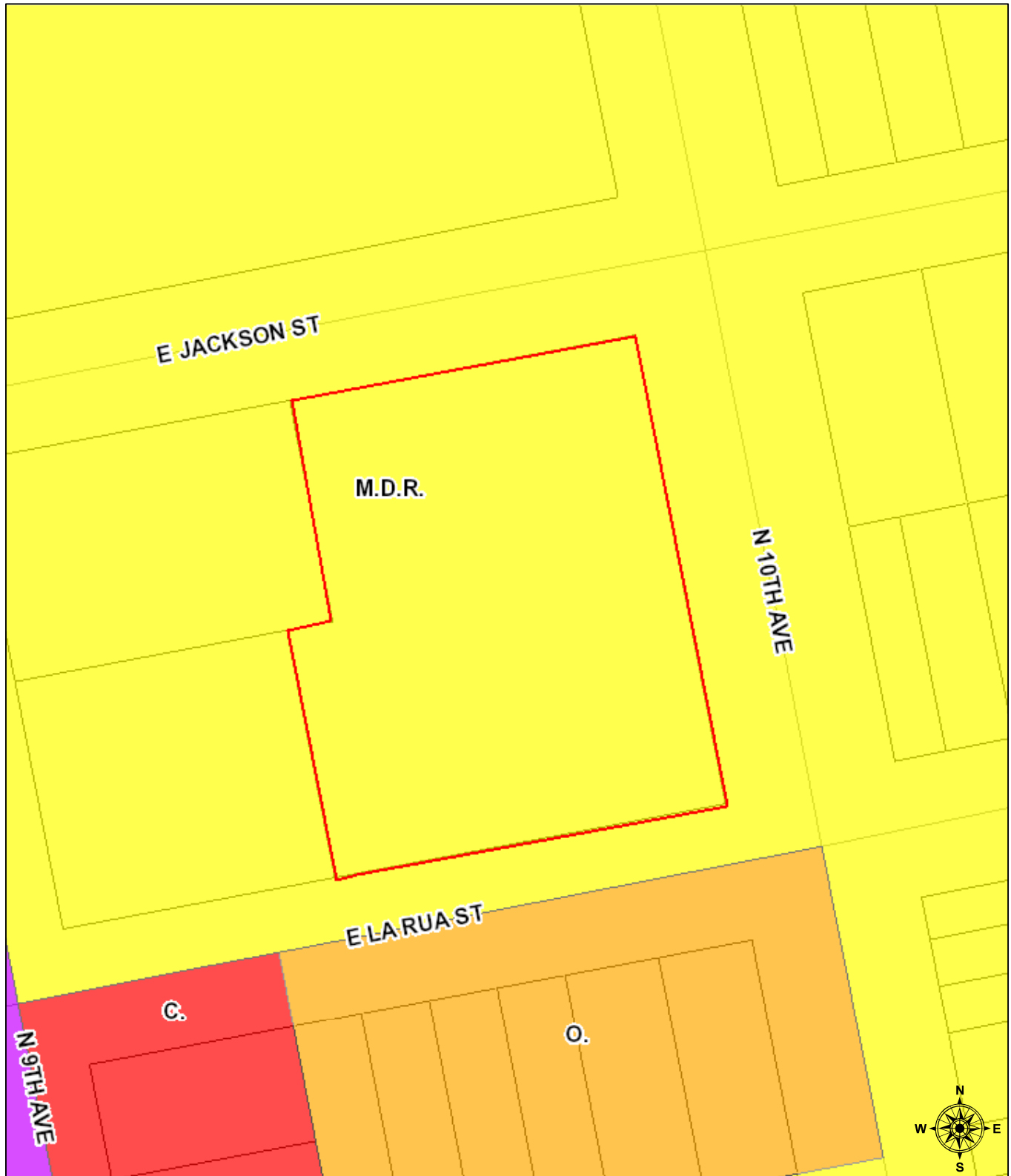
ZONING



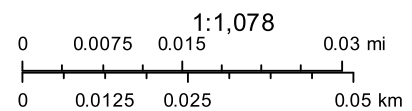
September 3, 2020



FUTURE LAND USE

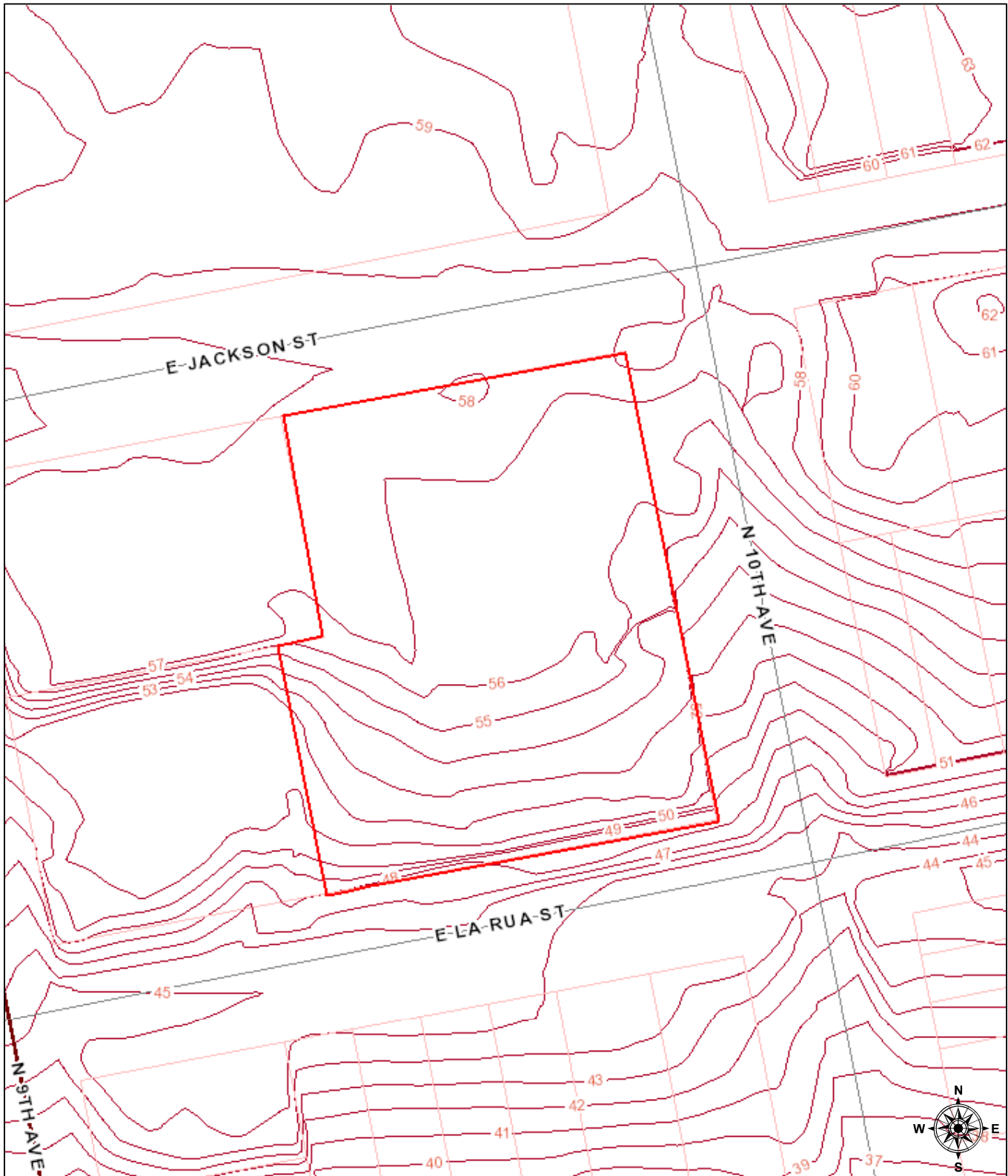


September 3, 2020



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

CONTOURS



September 3, 2020

polygonLayer

Override 1

Streets

— PRINCIPAL ARTERIAL

— MINOR ARTERIAL

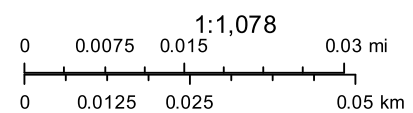
COLLECTOR

— LOCAL ROAD

□ Parcels

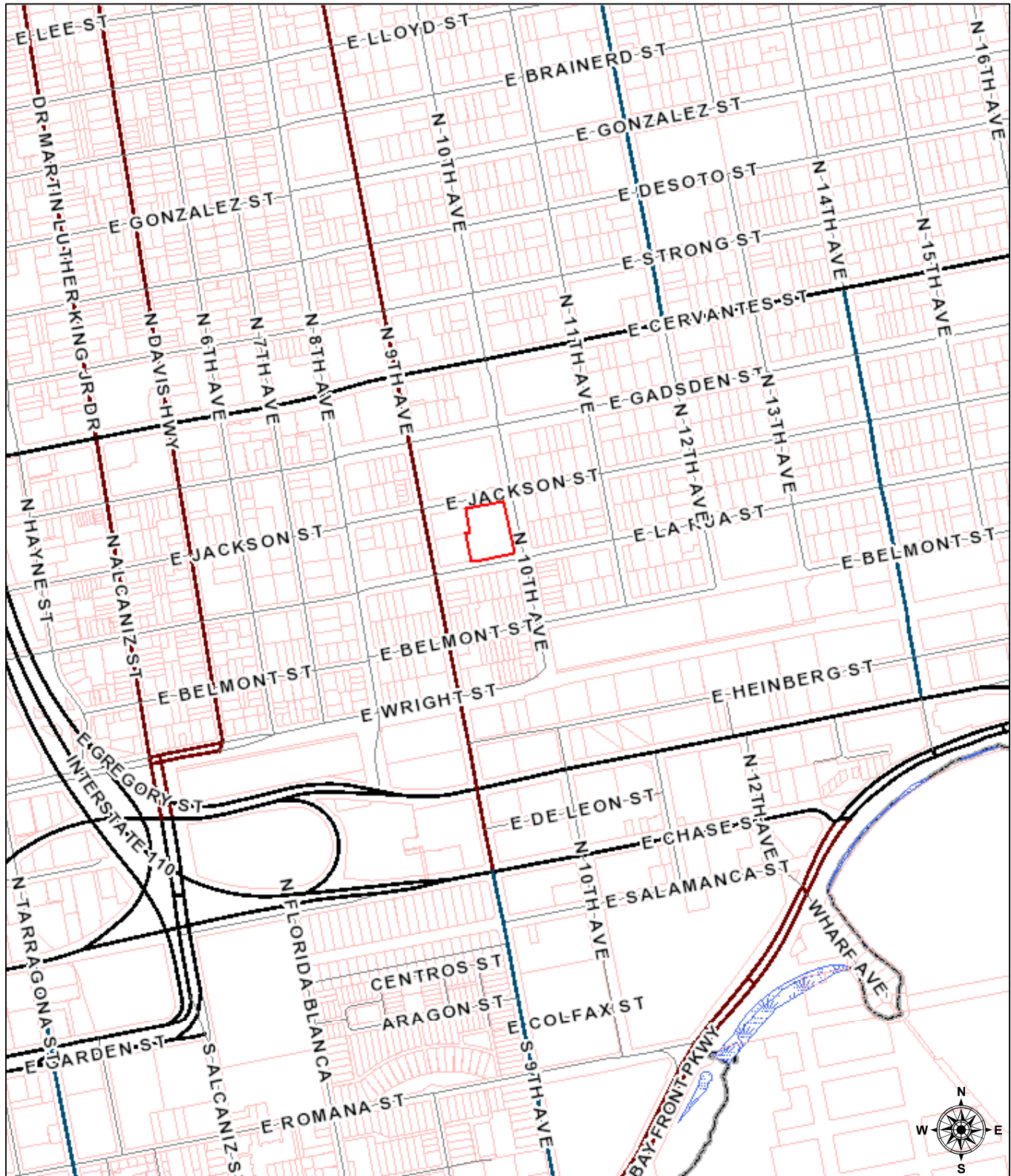
— Contours - Elevation

□ County Outline



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

WETLANDS



September 3, 2020

polygonLayer

Override 1

Streets

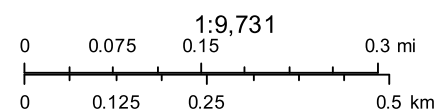
— PRINCIPAL ARTERIAL

— MINOR ARTERIAL

COLLECTOR

— LOCAL ROAD

 Parcels

 Wetlands County Outline

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

COMPARABLE LAND SALE

COMPARABLE NO.: 1 RECORD NUMBER: 7990

CLASSIFICATION: COMMERCIAL LAND

DATE: 05/27/2018

LOCATION: 511 EAST GADSDEN STREET, PENSACOLA, FLORIDA

SALES PRICE: \$180,000

GRANTOR: STEVENS FAMILY LIMITED PARTNERSHIP
GRANTEE: PIKE FAMILY LLC

REFERENCE: OR 7915 PAGE 1610; MLS #537900

BRIEF LEGAL DESCRIPTION: LOTS WITHIN BLOCK 10, EAST KING TRACT;
ESCAMBIA COUNTY, FLORIDA

TERMS: CASH TO SELLER
ZONING: OEHC-1; OLD EAST HILL PRESERVATION
NEIGHBORHOOD

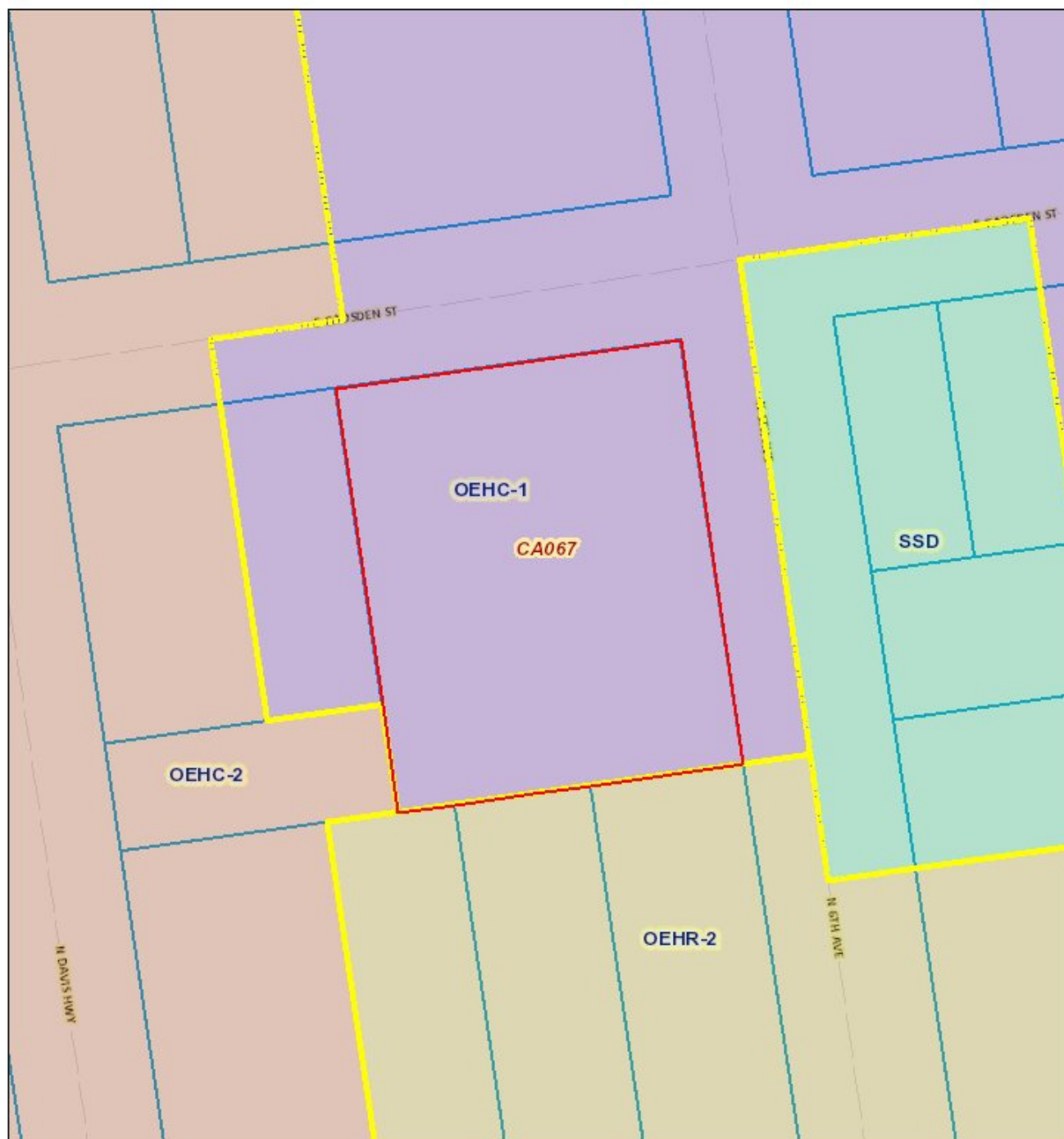
HIGHEST AND BEST USE: OFFICE/RESIDENCE

LAND SIZE:
NUMBER OF ACRES: 0.42 ACRE (18,300 SQ. FT)
FRONT FEET: 150 FT.

LAND UNIT PRICES:
PER SQUARE FOOT: \$9.84
PER FRONT FOOT: \$1,200.00

REMARKS:

- VACANT COMMERCIAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF EAST GADSDEN STREET AND NORTH 6TH AVENUE.
- PROPERTY WAS LISTED FOR SALE WITH LEVIN RINKE REALTY AT A PRICE OF \$180,000 (MLS #537900). PROPERTY WAS ON THE MARKET FOR 1 DAY PRIOR TO BEING SOLD.
- PARCEL I.D. #: 00-0S-00-9020-008-010
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



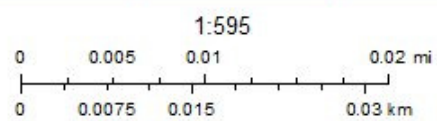
August 27, 2019

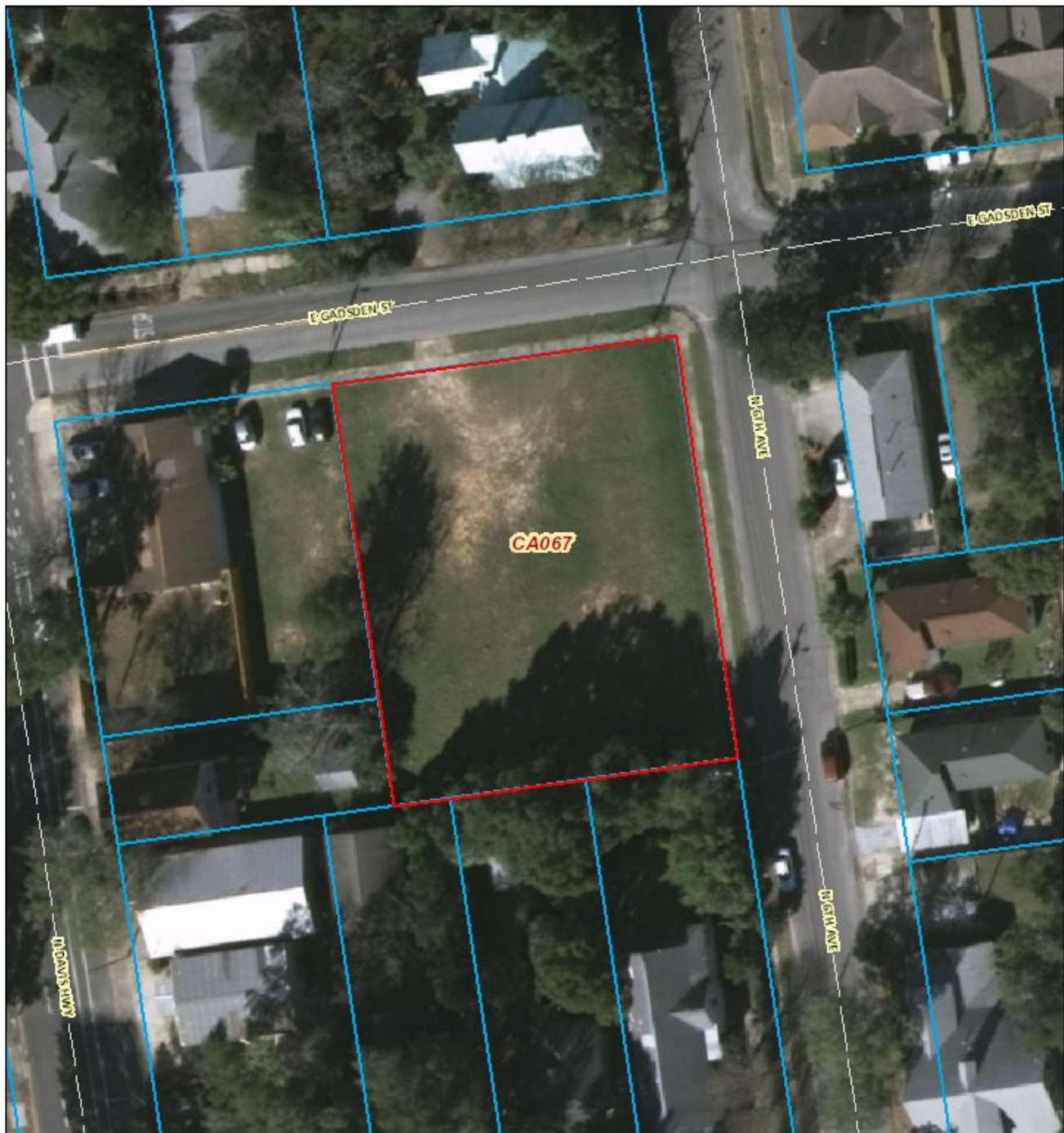
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Override 1

 Map Grid

 Boundary



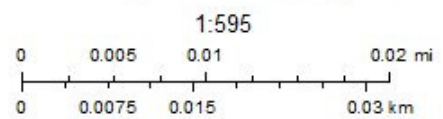


August 27, 2019

polygonLayer

Override 1

- Map Grid
- Boundary
- Property Line



COMPARABLE LAND SALE

COMPARABLE NO.: 2 RECORD NUMBER: 7991

CLASSIFICATION: RESIDENTIAL LAND

DATE: 01/05/2018

LOCATION: 1000 EAST BELMONT STREET, PENSACOLA, FLORIDA

SALES PRICE: \$162,500

GRANTOR: BOBE HOUSE LLC
GRANTEE: ERNST CHAD LEIDNER

REFERENCE: OR 7835 PAGE 1587; MLS #526665

BRIEF LEGAL DESCRIPTION: LOTS 16 AND 17, BLOCK 63, NEW CITY TRACT; ESCAMBIA COUNTY, FLORIDA

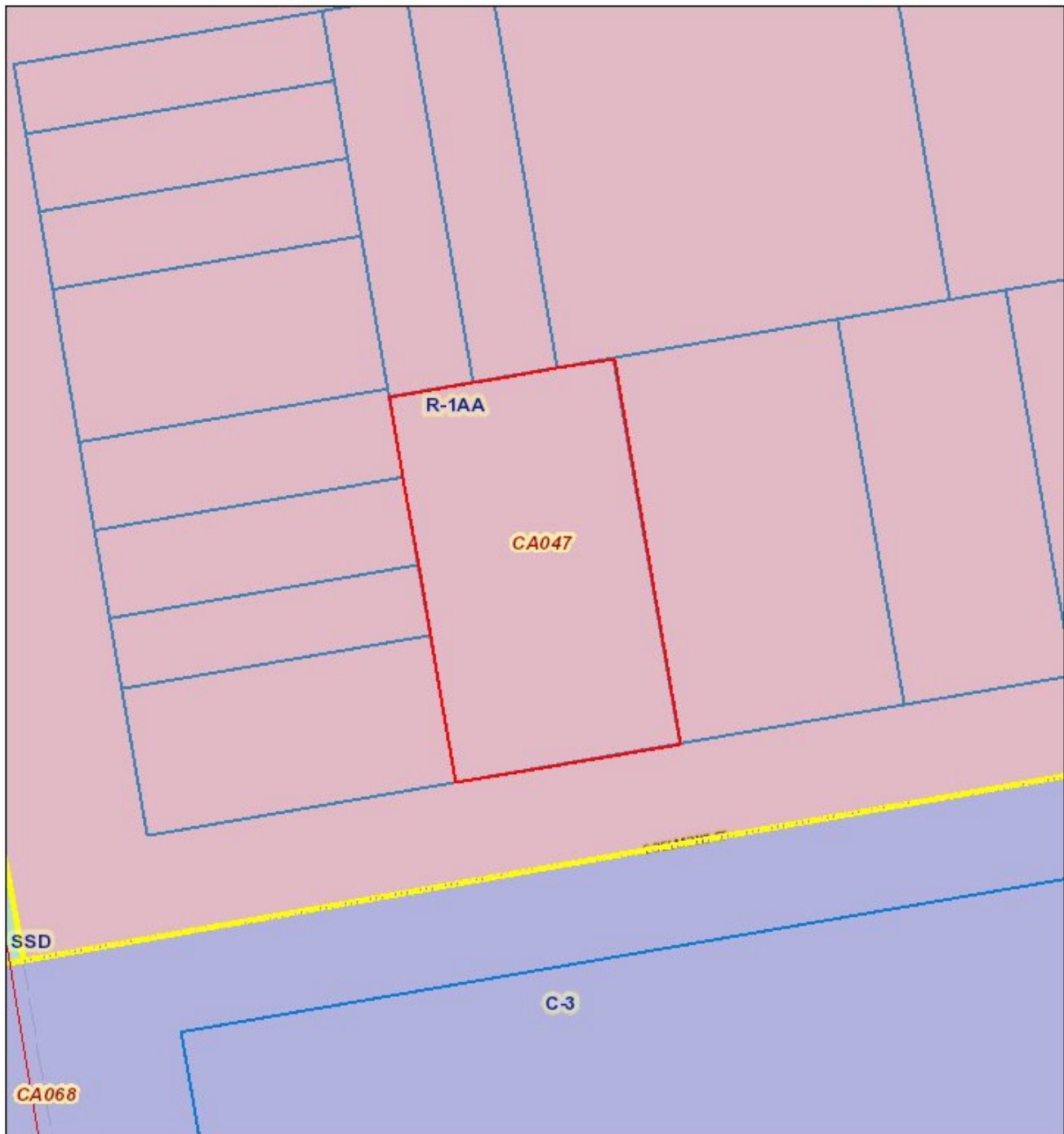
TERMS: CASH TO SELLER
ZONING: R-1AA; MEDIUM DENSITY RESIDENTIAL
HIGHEST AND BEST USE: RESIDENTIAL

LAND SIZE:
NUMBER OF ACRES: 0.25 ACRE (11,000 SQ. FT.)
FRONT FEET: 80 FT.

LAND UNIT PRICES:
PER SQUARE FOOT: \$14.77
PER FRONT FOOT: \$2,031.25

REMARKS:

- INTERIOR PARCEL LOCATED ON THE NORTH SIDE OF EAST BELMONT STREET BETWEEN 10TH AND 11TH AVENUES.
- LAND WAS PURCHASED FOR DEVELOPMENT WITH A RESIDENCE.
- PROPERTY WAS LISTED FOR SALE WITH HARGROVE REALTY AT A PRICE OF \$172,000 (MLS#526665). PROPERTY WAS ON THE MARKET FOR 22 DAYS PRIOR TO BEING SOLD.
- PARCEL I.D. #: 00-0S-00-9025-160-063
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



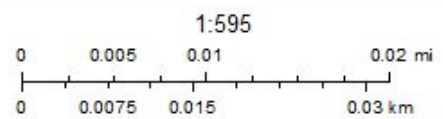
August 27, 2019

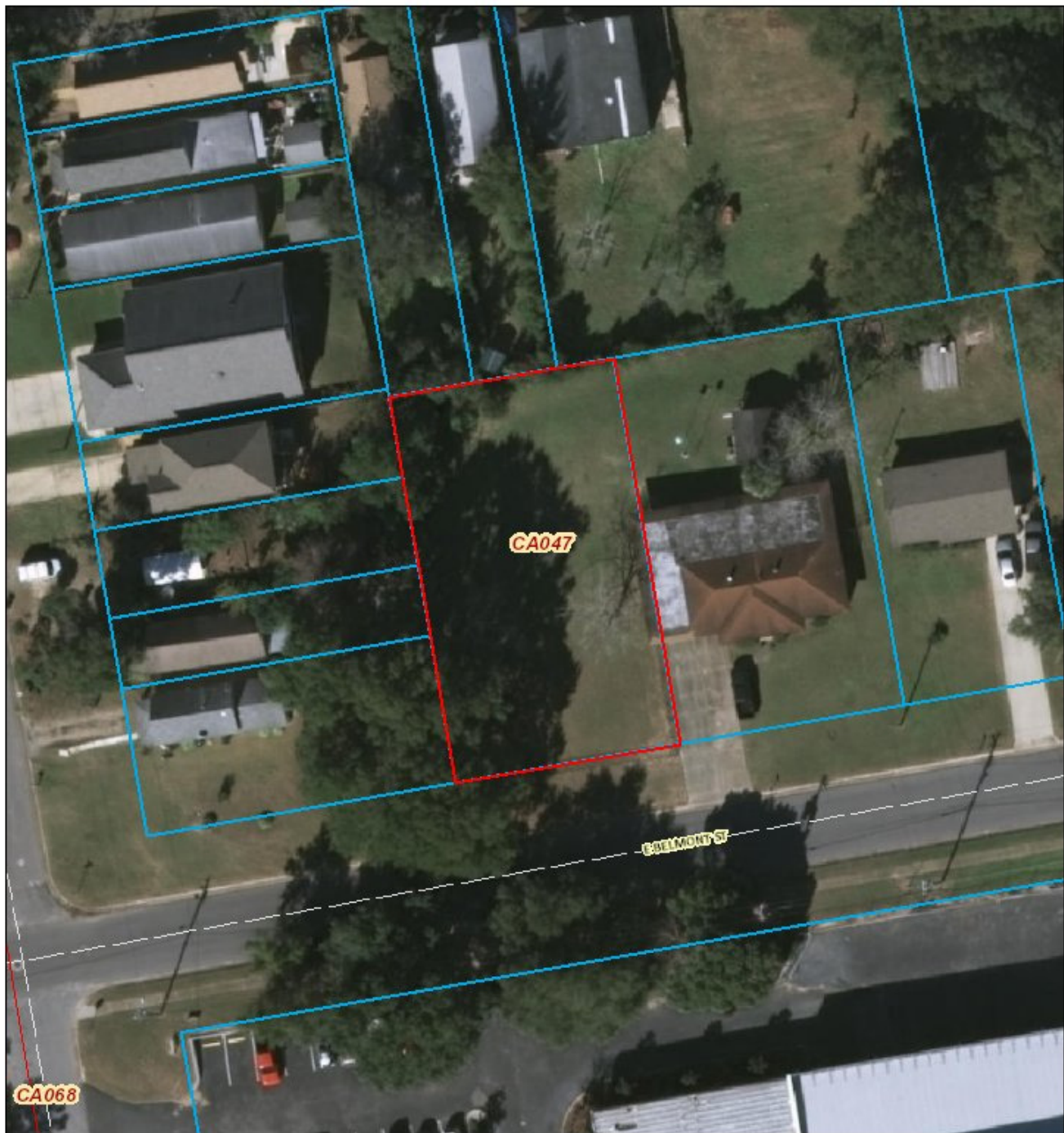
polygonLayer

Override 1

Map Grid

Boundary



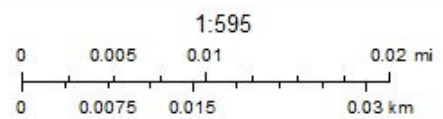


August 27, 2019

polygonLayer

Override 1

-  Map Grid
-  Boundary
-  Property Line

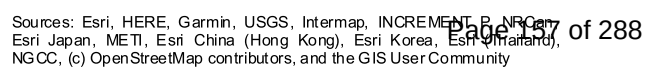


COMPARABLE LAND SALE

COMPARABLE NO.:	3	RECORD NUMBER: 1129
CLASSIFICATION:	RESIDENTIAL LAND	
DATE:	08/28/2020	
LOCATION:	1809 EAST CERVANTES STREET, PENSACOLA, FLORIDA	
SALES PRICE:	\$160,000	
GRANTOR:	MARILYN SIDES	
GRANTEE:	DEED NOT YET RECORDED	
REFERENCE:	DEED NOT YET RECORDED; MLS #577184	
TERMS:	CASH TO SELLER/ARM'S LENGTH TRANSACTION	
ZONING:	R-1AAA; SINGLE FAMILY RESIDENTIAL	
HIGHEST AND BEST USE:	RESIDENTIAL	
LAND SIZE:	10,560 SQ. FT. (0.2433 ACRE)	
FRONT FEET:	80 FT.	
<u>LAND UNIT PRICES:</u>		
PER SQUARE FOOT:	\$15.15	
PER FRONT FOOT:	\$2,000.00	

REMARKS:

- PARCEL IS LOCATED ON THE SOUTH SIDE OF EAST CERVANTES STREET, JUST EAST OF NORTH 18TH AVENUE.
- PROPERTY WAS LISTED FOR SALE WITH BETTER HOMES AND GARDNER REAL ESTATE MAIN STREET PROPERTIES AT A PRICE OF \$199,990 (MLS #577184). PROPERTY WAS ON THE MARKET FOR 4 DAYS BEFORE IT SOLD.
- PARCEL I.D. #: 00-0S-00-9025-004-098
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



COMPARABLE LAND SALE

COMPARABLE NO.: 4 RECORD NUMBER: 7992

CLASSIFICATION: COMMERCIAL LAND

DATE: 10/04/2018

LOCATION: 1307 EAST CERVANTES STREET, PENSACOLA, FLORIDA

SALES PRICE: \$180,000

GRANTOR: MICHAEL THIEL AND ADRIAN F HAMMOND, JR & EMILY JANE HAMMOND

GRANTEE: KIPLING STREET LLC

REFERENCE: OR 7979 PAGE 734

BRIEF LEGAL DESCRIPTION: LOTS WITHIN BLOCK 102, NEW CITY TRACT; ESCAMBIA COUNTY, FLORIDA

TERMS: CASH TO SELLER

ZONING: R-2; RESIDENTIAL/OFFICE

HIGHEST AND BEST USE: OFFICE

LAND SIZE:

NUMBER OF ACRES: 0.25 ACRE (10,890 SQ. FT.)

FRONT FEET: 80 FT.

LAND UNIT PRICES:

PER SQUARE FOOT: \$16.53

PER FRONT FOOT: \$2,250.00

REMARKS:

- VACANT INTERIOR LAND PARCEL LOCATED ON THE SOUTH SIDE OF EAST CERVANTES STREET, JUST EAST OF THIRTEENTH AVENUE.
- PROPERTY WAS NOT LISTED IN MLS.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH ADRIAN HAMMOND (SELLER).
- PARCEL I.D. #: 00-0S-00-9025-003-102
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



August 27, 2019

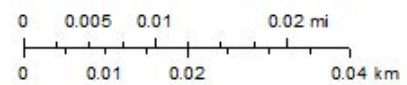
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Override 1

 Map Grid

 Boundary

1:835



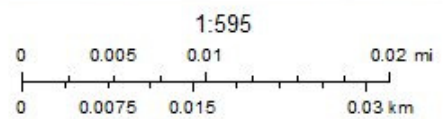


August 27, 2019

polygonLayer

Override 1

- Map Grid
- Boundary
- Property Line



COMPARABLE LOCATION MAP



APPRAISER'S QUALIFICATIONS

NAME: Charles C. Sherrill, Jr., MAI
TITLE: President
OFFICE ADDRESS: Sherrill Appraisal Company
2803 East Cervantes Street, Suite C
Pensacola, Florida 32503
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

CONTINUING EDUCATION:

Credited with attendance/completion of the following seminars/courses:

Appraisal Institute

Eminent Domain and Condemnation
Uniform Standards of Professional Appraisal Practice
Business Practices and Ethics
Analyzing Operating Expenses
Appraising from Blueprints and Specifications
Feasibility, Market Value, and Investment Timing
Analyzing Distressed Real Estate
Hotel/Motel Valuation
Effective Appraisal Report Writing
FHA Homebuyer Protection Plan and The Appraisal Process
Standards of Professional Practice - Part C
Standards of Professional Practice - Part A
Fair Lending and the Appraiser
Appraisal of Retail Properties
Standards of Professional Practice - Part B
Understanding Limited Appraisals and General Reporting Options - General
Accrued Depreciation
Depreciation Analysis
Rates, Ratios, and Reasonableness
Comprehensive Appraisal Workshop
Real Estate Risk Analysis
New Technologies for Real Estate Appraisers

APPRAISER'S QUALIFICATIONS

CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

State Certification

USPAP Update
 Florida Appraisal Laws and Regulations
 Appraisal of 2-4 Family and Multi-Family Properties
 Challenging Assignments for Residential Appraiser's
 Foreclosure Basics for Appraiser's
 Florida Appraiser Supervisor/Trainee Rules
 Neighborhood Analysis
 Communicating the Appraisal
 Appraisal Principles
 Sales Comparison Approach
 Income Capitalization Approach
 Cost Approach
 Real Estate, Mortgages, and Law
 Essential Elements of Disclosures and Disclaimers
 Mold, A Growing Concern
 Construction Details – from Concept to Completion

EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)
 Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)
 Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)
 Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991
 Past Member, Escambia County Value Adjustment Board (2008 – 2012)
 Member, Pensacola Association of Realtors
 Member, Florida Association of Realtors
 Member, National Association of Realtors
 Member, Truist Local Advisory Board of Directors (formerly Branch Banking and Trust Company)

CIVIC ACTIVITIES:

Graduate, Leadership Pensacola (Class of 1999)
 Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient
 Past President and Executive Committee Member, Pensacola Sports Association Board of Directors
 Current Board Member, Pensacola Sports Foundation
 Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors
 Past Board Member and Trustee, Pensacola Historical Society Foundation
 Past Member and Executive Committee Member, Pensacola State College Board of Governors
 Past Board Director & Past Executive Committee Member, Pensacola YMCA
 Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors
 Past President, Booker T. Washington High School Baseball Booster Club Board of Directors

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, Manna Food Bank, and the American Heart Association.

APPRAISER'S QUALIFICATIONS

LISTING OF APPRAISER CLIENTS:

Aegon Realty Advisors Company	Ford Motor Company
Aetna Realty Advisors	Florida Department of Transportation
Bank of America	Gulf Coast Community Bank
Bank of Boston	Hancock Bank
Bank of Pensacola	Harvesters Federal Credit Union
Bank South N. A.	Holley-Navarre Water
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
BBVA Compass	Liberty Bank
Beach Community Bank	Midway Water Company
Branch Banking & Trust (BB&T)	Metropolitan Life Insurance Company
Canadian Imperial Bank of Commerce	National Bank of Commerce (Alabama)
Catholic Church Diocese	National Asset Management Group
Centennial Bank	Navy Federal Credit Union
CenterState Bank	Pen Air Federal Credit Union
Chase Manhattan Mortgage Corp.	Pensacola Area Chamber of Commerce
Charter Bank	Pensacola Government Credit Union
Chicago Title Company	Pensacola Historical Society
Citicorp Real Estate	Pensacola State College
City of Fort Walton Beach	Pensacola Preservation Board (State of Florida)
City of Milton	PHH Relocation and Real Estate
City of Pensacola	PNC Bank
Clarity Appraisal Management	Port of Pensacola
Coastal Bank and Trust	Premier Bank (Louisiana)
Colonial Bank of Alabama	Presbytery of Florida
Cumberland Bank (Kentucky)	RBC Bank
Dart Appraisal Management Company	Recoll Management Corporation Insurance Co.
Dollar Bank	Regions Bank
Dusco Property Management	Sacred Heart Hospital
Emerald Coast Utilities Authority	Saltmarsh, Cleaveland & Gund
Episcopal Church Diocese	ServisFirst Bank
Equity Valuation Partners	Smart Bank
Escambia County, Florida	Southern Company
Escambia County Employees' Credit Union	SunTrust Banks, Inc.
Farm Credit of Northwest Florida	Synovus Financial
Fairfield Communities, Inc.	Travellers Realty Investment Company
Federal Aviation Administration	Tyndall Federal Credit Union
Federal Deposit Insurance Corporation	United Bank (Alabama)
First Alabama Bank	Valuation Management Group
First American Bank	Vanguard Bank & Trust Company
First City Bank of Fort Walton Beach	Various Estates, Attorney's, Accountants, Insurance
First Coast Community Bank	Companies, Churches, & Property Owners
First National Bank of Commerce (Louisiana)	Wachovia Corporation
First National Bank of Florida	Waterfront Rescue Mission
First National Bank of Georgia	Wells Fargo Bank
First Navy Bank	Whitney National Bank
Fisher Brown Insurance Company (Cost Analysis)	WSRE Television

As read into the record by Deputy City Administrator David Forte

24-449 – Declaration of Surplus and Disposition of Real Property – 925 East Jackson Street

Pursuant to Section 163.380 Florida Statutes which governs the disposal of real property by a city or redevelopment agency when the property is located in a community redevelopment area and was acquired for redevelopment purposes; and subsection 163.380(3)(a) which includes a requirement that prior to the sale or lease of such property to a private party, the city or agency must advertise for and invite competing proposals for the property, staff is requesting authorization to begin the required public notice period for the disposition of the property to a community land trust, with the intent to redevelop the site for attainable/workforce housing.

Note: Per the Shimberg Center for Housing Studies at UF – the median sales price for a SFR in Pensacola was approx. \$170K in 2015, and that has escalated to approx. \$330K by mid-point 2023, a nearly 94.4% increase over that 7.5 year period. Median sales prices continue to, and are expected to continue to rise.

Further on the affordable housing crisis, per the 2023 UWF Haas Center Annual Resident Satisfaction Survey, residents were asked what their top priorities among current city initiatives were, and the desire for the city to address the high cost of housing was among the top 3 (Homelessness, crime reduction and housing costs respectively). Per the 2023 Annual Pensacola Young Professionals Quality of Life Survey, 72% of respondents listed “Not enough” to a question asking whether our local governments and its officials are investing adequate time and money toward reducing homelessness and housing challenges in our community.

At its March 4th, 2024 CRA Board Meeting, staff made a presentation outlining its preferences for redevelopment of the property, specifically notating its recommended preference of a community land trust model for the site redevelopment. Following healthy dialogue with the CRA Board, staff did not walk away with any significant concerns or hesitation from the Board collectively, and so the proposed action tonight mirrors that recommended preference of a CLT administered for-sale redevelopment for attainable / workforce level housing.

In addition, and, in general, project preferences from potential submitters are suggested to consider the following:

- Uses and site design should balance the need to address the current affordability crisis, while respecting the existing scale of the surrounding community.
- Exhibit quality design that preserves, reflects and/or pays tribute to the historic vernacular and urban form of the East Hill neighborhood.
- The City will seek for-sale housing development with preference for those eligible buyers with residential ties to the local area.
- At least 51% of dwelling units affordable to individuals with a median household income of 80% Area Median Income (AMI) or less with a remaining target AMI range of 80%-120% AMI.
 - FHFC 2024 - 2 person household - 50% - \$36,000; 60% - \$43,200; 80% - \$57,600; 100% - \$72,000; 120% - \$86,400
- Publicly accessible recreational amenities.
- Features that provide accessibility and encourage aging in place (deciding to stay in your home and community as you grow older).
- Strategic and thoughtful application of parking management that respects the surrounding residential area.
- Elements of public art.
- Inclusion of Minority and Women-owned Business Enterprises (MWBE) vendors.

The real property located at 925 East Jackson Street totals approximately 1.17 acres and is zoned R-1AA (One and Two Family Residential – medium density residential).

Prior to this meeting, notices were mailed to property owners within the 300-ft radius of the property, per Council policy regarding disposition of real property.

Further, Council will be required to approve any land donation agreement for formal execution.

With that, we have the team available to answer any questions you may have.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-402

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 446650-1-94-01 - REMOTE PARKING LOT - CONSTRUCTION AT THE PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council accept the Florida Department of Transportation, Public Transportation Grant Agreement No. 446650-1-94-01 for the Remote Parking Lot Construction in the amount of \$2,200,000 with a \$2,200,000 local match for a total grant value of \$4,400,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On March 23, 2023, City Council approved Resolution 2023-023 authorizing the Mayor to coordinate with the Florida Department of Transportation (FDOT) to allocate funding for FDOT grant 446650-1 to assist with the construction of the Airport's remote parking lot.

The Airport's remote parking lot is located on Tippin Avenue just north of Francis Taylor Blvd. within a vacant parcel on Pensacola International Airport property. This project is designed to help meet the increased parking demands experienced by the Pensacola International Airport by the creation of 434 new asphalt paved parking stalls along Tippin Avenue on property owned by the Pensacola International Airport.

The grant would provide partial funding for the proposed parking improvements including paving an approximately 18,000 square yard area, installing new stormwater pipes and inlets, new curb and gutter, and a new stormwater pond fitted with a sand chimney. Other associated improvements include striping the new parking lot, sidewalk installation, installation of irrigation, landscaping, lighting, electric vehicle charging stations, bus shelters, and security call boxes. The grant would cover construction as well as construction administration services.

The remaining funding will come from the Airport's capital improvement account.

FDOT requires an authorizing resolution accepting the grant award and authorizing the Mayor to execute the grant. Resolution 2024-40 will be brought before City Council to meet this requirement.

PRIOR ACTION:

March 23, 2023 – City Council approved Resolution 2023-023 authorizing the Mayor to coordinate with FDOT to change the project title, funding, scope and deliverables for FDOT grant 446650-1.

FUNDING:

Budget:	\$2,200,000	Grant 446650-1-94-01
	<u>2,200,000</u>	Airport Capital Funds
	<u>\$4,400,000</u>	
Actual:	<u>\$4,400,000</u>	Remote Parking Lot Construction
	<u>\$4,400,000</u>	

FINANCIAL IMPACT:

Pensacola International Airport routinely request grant funding from the FDOT as part of a five-year work program. In anticipation of this grant, funds were allocated in the fiscal year 2024 budget. In fiscal year 2024, funding in the amount of \$2,200,000 has been appropriated in the Airport's State grant account, and funding in the amount \$2,200,000 has been appropriated in the Airport's capital improvement account.

Funds will be provided from the FDOT on a reimbursable basis.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/7/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration and Finance
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. State of Florida Department of Transportation Public Transportation Grant Agreement No. 446650-1-94-01
2. Resolution No. 2024-40

PRESENTATION: No

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 446650-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55032020329 Vendor Number: VF596000406004
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Remote Parking Lot - Construction, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

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- ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

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9. Project Cost:

- a. The estimated total cost of the Project is \$4,400,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,200,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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

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

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

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

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

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

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

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

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

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

Federal Funded:

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

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

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

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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

And

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

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

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of

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Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

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

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

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

19. Miscellaneous:

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

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

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

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

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P. E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Remote Parking Lot - Construction -

See Attachment 1

B. Project Location (limits, city, county, map): Pensacola International Airport/Pensacola, FL/Escambia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees; survey costs; permitting; construction inspection and material testing costs; mobilization and demobilization; maintenance of traffic; erosion control; demolition; excavation; embankment; ground preparation; installation of fencing, posts, rails, and gates; sodding; seeding; provisions for electrical and fiber optic systems; signage; and pavement repairs, including all materials, equipment, labor and incidentals required to complete the fencing project per FAA Advisory Circular (AC) 150/5370-10G, Standards for Specifying Construction of Airports, Part 8 (Fencing). The Sponsor will comply with Aviation Program Assurances. - See Attachment 1

D. Deliverable(s): See Attachment 1

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

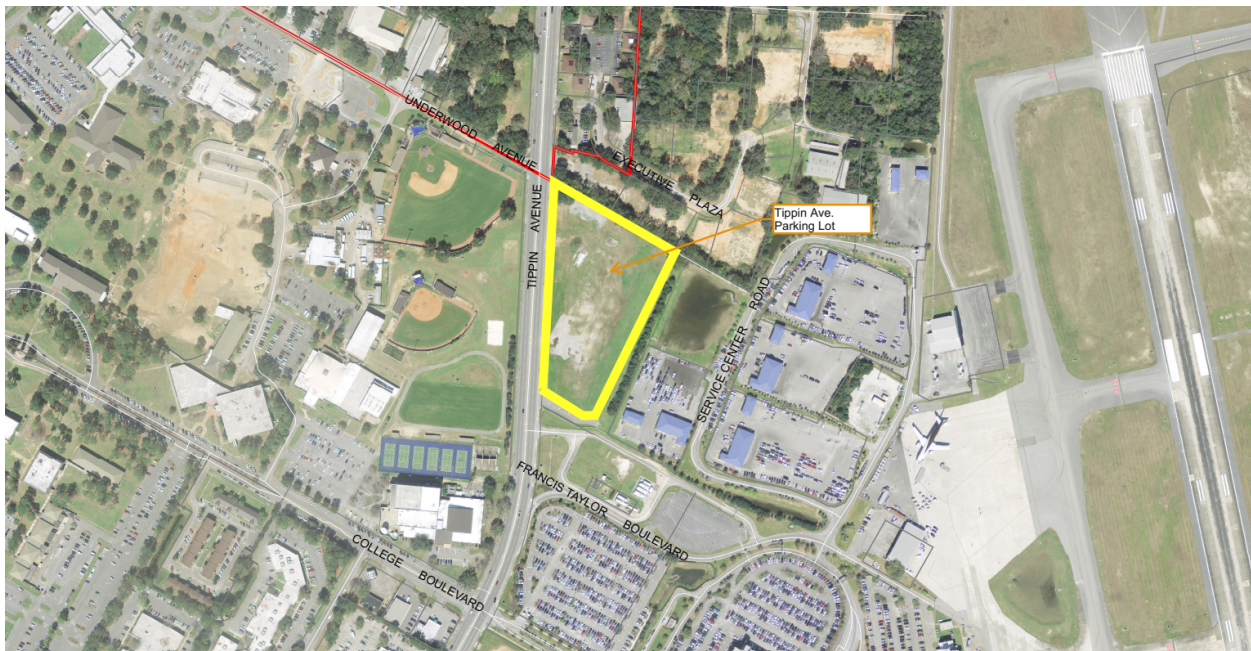
Project Description and Budget
4466501 Remote Parking Lot – Construction & Construction Administration
Pensacola International Airport, Florida

SECTION A: PROJECT DESCRIPTION

This proposed project is located on Tippin Avenue just north of Francis Taylor Blvd. within a vacant parcel on Pensacola International Airport. This project is designed to help meet the increased parking demands experienced by the Pensacola International Airport by the creation of 434 new asphalt paved parking stalls along Tippin Avenue on property owned by the Pensacola International Airport. As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation/embankment, surface preparation, pavement, drainage, markings, signage, lighting and communications systems (conduits, fixtures, etc.), landscaping, fencing, access control, and security systems, including all materials, equipment, labor, and incidentals required to complete the parking lot project. The proposed improvements include installing new stormwater pipes and inlets, new curb and gutter, a new stormwater pond fitted with a sand chimney, and paving an approximately 18,000 square yard area. Other associated improvements include striping the new parking lot, sidewalk installation, installation of irrigation, landscaping, lighting, electric vehicle charging stations, bus shelters, and security call boxes. The Sponsor will comply with Aviation Program Assurances.

SECTION B: PROJECT JUSTIFICATION

Increased parking demand generated by increased patronage at the PNS. The location of the proposed project is shown below.

**SECTION C: DESCRIPTION OF PROFESSIONAL SERVICES**

The following elements describe the specific tasks to be provided as part of this scope:

Project Description and Budget
4466501 Remote Parking Lot – Construction & Construction Administration
Pensacola International Airport, Florida

TASK C-I: DESIGN, BIDDING, AND CONSTRUCTIONPHASE SERVICES

All design phase services are being handled by staff of Pensacola International Airport and the City of Pensacola. These services include preparing design documents, submitting applicable permit applications, and preparing cost estimates.

Airport and City staff shall perform all bidding phase services, including attending a Pre-Bid Conference, attending bid opening, and reviewing bids. City staff shall prepare “Release for Construction” conformed documents, attend Pre-Construction Conference, evaluate/review contractor submittals, participate in periodic site visits, review contractor pay requests, prepare substantial completion punch-list, perform final inspection, and prepare Record Drawings and Close-Out Documents.

Task C-I will be performed by staff of Pensacola International Airport and the City of Pensacola. These services will be paid using internal Airport funds though both normal payroll and allocated overhead.

TASK C-II: CONSTRUCTION

The construction contractor for this project will be determined via a public competitive bidding process. The contractor’s scope will include performing the installation of the project improvements as specified in the contract documents. The contractor shall furnish all materials, labor, incidentals, and supplies required to construct the project and deliver an operable facility ready for use. Payment will be made to the Contractor based on actual constructed quantities at the contract unit prices. Upon completion of the work and prior to final payment, a final change order will be prepared and executed to reflect the final contract amount.

SECTION D: ANTICIPATED PROJECT SCHEDULE

The project schedule is anticipated to require approximately 8 months.

SECTION E: PROJECT BUDGET ESTIMATES:

Construction Phase Services	\$440,000.00
Construction	<u>3,960,000.00</u>
Project Total	<u>\$4,400,000.00</u>
Funding Sources:	
FDOT	\$2,200,00000
Local	<u>2,200,000.00</u>
Total	<u>\$4,400,000.00</u>

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446650-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$1,306,646.00
446650-1-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	\$893,354.00
446650-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$2,200,000.00
Total Financial Assistance							\$4,400,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$2,200,000.00	\$2,200,000.00	\$0.00	\$4,400,000.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$2,200,000.00	\$2,200,000.00	\$0.00	\$4,400,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement. **Invoices will be reimbursed at 50%.

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

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

Quinton Williams

Department Grant Manager Name

Signature

Date

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

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

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

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

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

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

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

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

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

Insert District PIO contact info:

850-330-1205

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

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

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

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$2,200,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

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

RESOLUTION
NO. 2024-40

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 46650-1-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR REMOTE PARKING LOT – CONSTRUCTION AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the construction of a remote parking lot at Pensacola International Airport; and

WHEREAS, the Florida Department of Transportation has approved the project and offered the Public Transportation Grant Agreement in the amount of \$2,200,000 to support the construction efforts;

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

SECTION 1. That the City of Pensacola shall accept the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's facilities.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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

Adopted: _____

Approved: _____
President of City Council

Attest: _____
City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-403

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2024-40 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION AGREEMENT NO. 446650-1-94-01 - REMOTE PARKING LOT -
CONSTRUCTION AT THE PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council adopt Resolution No. 2024-40.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO
EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 46650-1-94-01
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR REMOTE PARKING LOT
– CONSTRUCTION AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN
EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On March 23, 2023, City Council approved Resolution 2023-023 authorizing the Mayor to coordinate with the Florida Department of Transportation (FDOT) to allocate funding for FDOT grant 446650-1 to assist with the construction of the Airport's remote parking lot.

The Airport's remote parking lot is located on Tippin Avenue just north of Francis Taylor Blvd. within a vacant parcel on Pensacola International Airport property. This project is designed to help meet the increased parking demands experienced by the Pensacola International Airport by the creation of 434 new asphalt paved parking stalls along Tippin Avenue on property owned by the Pensacola International Airport.

The grant would provide partial funding for the proposed parking improvements including paving an approximately 18,000 square yard area, installing new stormwater pipes and inlets, new curb and gutter, and a new stormwater pond fitted with a sand chimney. Other associated improvements include striping the new parking lot, sidewalk installation, installation of irrigation, landscaping, lighting, electric vehicle charging stations, bus shelters, and security call boxes. The grant would cover construction as well as construction administration services.

The remaining funding will come from the Airport's capital improvement account.

Approval of Resolution No. 2024-40 will satisfy FDOT's requirement of an authorizing resolution accepting the grant award and authorizing the Mayor to execute the grant.

PRIOR ACTION:

March 23, 2023 – City Council approved Resolution 2023-023 authorizing the Mayor to coordinate with FDOT to change the project title, funding, scope and deliverables for FDOT grant 446650-1.

FUNDING:

Budget:	\$2,200,000	Grant 446650-1-94-01
	<u>2,200,000</u>	Airport Capital Funds
	<u>\$4,000,000</u>	
Actual:	<u>\$4,400,000</u>	Remote Parking Lot Construction
	<u>\$4,400,000</u>	

FINANCIAL IMPACT:

Pensacola International Airport routinely request grant funding from the FDOT as part of a five-year work program. In anticipation of this grant, funds were allocated in the fiscal year 2024 budget. In fiscal year 2024, funding in the amount of \$2,200,000 has been appropriated in the Airport's State grant account, and funding in the amount \$2,200,000 has been appropriated in the Airport's capital improvement account.

Funds will be provided from the FDOT on a reimbursable basis.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/7/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration and Finance
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Resolution No. 2024-40
2. State of Florida Department of Transportation Public Transportation Grant Agreement No. 446650-1-94-01

PRESENTATION: No

RESOLUTION
NO. 2024-40

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE THE PUBLIC TRANSPORTATION GRANT AGREEMENT NO. 46650-1-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR REMOTE PARKING LOT – CONSTRUCTION AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and Airport Management are planning the construction of a remote parking lot at Pensacola International Airport; and

WHEREAS, the Florida Department of Transportation has approved the project and offered the Public Transportation Grant Agreement in the amount of \$2,200,000 to support the construction efforts;

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

SECTION 1. That the City of Pensacola shall accept the Public Transportation Grant Agreement for the purpose of obtaining State aid for the Airport's facilities.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

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

Adopted: _____

Approved: _____
President of City Council

Attest: _____
City Clerk

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR,DPTO	FLAIR Category:
446650-1-94-01	Work Activity Code/Function:	215	Object Code: 751000
	Federal Number/Federal Award		Org. Code: 55032020329
	Identification Number (FAIN) – Transit only:	N/A	Vendor Number: VF596000406004
Contract Number:	Federal Award Date:	N/A	
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Remote Parking Lot - Construction, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

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- *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

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9. Project Cost:

- a. The estimated total cost of the Project is \$4,400,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,200,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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

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

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

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

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

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

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

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

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

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

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

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

Federal Funded:

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

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

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

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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

And

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

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

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of

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Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

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

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

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

19. Miscellaneous:

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

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

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P. E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Remote Parking Lot - Construction -

See Attachment 1

B. Project Location (limits, city, county, map): Pensacola International Airport/Pensacola, FL/Escambia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees; survey costs; permitting; construction inspection and material testing costs; mobilization and demobilization; maintenance of traffic; erosion control; demolition; excavation; embankment; ground preparation; installation of fencing, posts, rails, and gates; sodding; seeding; provisions for electrical and fiber optic systems; signage; and pavement repairs, including all materials, equipment, labor and incidentals required to complete the fencing project per FAA Advisory Circular (AC) 150/5370-10G, Standards for Specifying Construction of Airports, Part 8 (Fencing). The Sponsor will comply with Aviation Program Assurances. - See Attachment 1

D. Deliverable(s): See Attachment 1

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

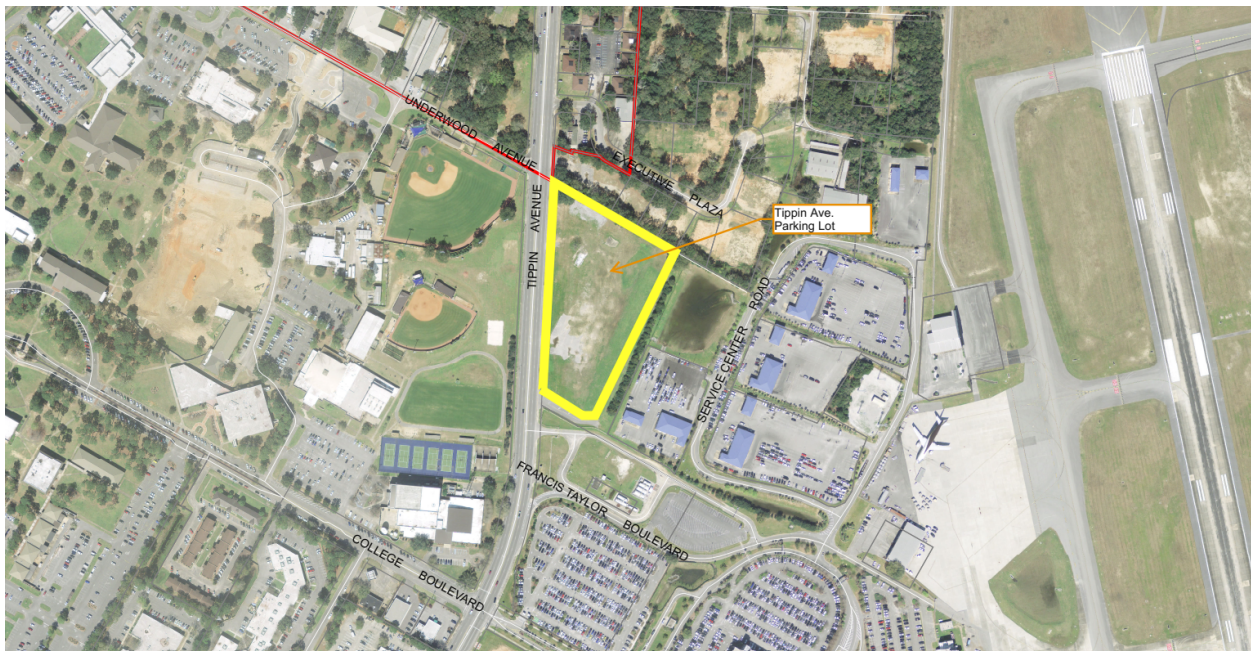
Project Description and Budget
4466501 Remote Parking Lot – Construction & Construction Administration
Pensacola International Airport, Florida

SECTION A: PROJECT DESCRIPTION

This proposed project is located on Tippin Avenue just north of Francis Taylor Blvd. within a vacant parcel on Pensacola International Airport. This project is designed to help meet the increased parking demands experienced by the Pensacola International Airport by the creation of 434 new asphalt paved parking stalls along Tippin Avenue on property owned by the Pensacola International Airport. As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation/embankment, surface preparation, pavement, drainage, markings, signage, lighting and communications systems (conduits, fixtures, etc.), landscaping, fencing, access control, and security systems, including all materials, equipment, labor, and incidentals required to complete the parking lot project. The proposed improvements include installing new stormwater pipes and inlets, new curb and gutter, a new stormwater pond fitted with a sand chimney, and paving an approximately 18,000 square yard area. Other associated improvements include striping the new parking lot, sidewalk installation, installation of irrigation, landscaping, lighting, electric vehicle charging stations, bus shelters, and security call boxes. The Sponsor will comply with Aviation Program Assurances.

SECTION B: PROJECT JUSTIFICATION

Increased parking demand generated by increased patronage at the PNS. The location of the proposed project is shown below.

**SECTION C: DESCRIPTION OF PROFESSIONAL SERVICES**

The following elements describe the specific tasks to be provided as part of this scope:

Project Description and Budget
4466501 Remote Parking Lot – Construction & Construction Administration
Pensacola International Airport, Florida

TASK C-I: DESIGN, BIDDING, AND CONSTRUCTIONPHASE SERVICES

All design phase services are being handled by staff of Pensacola International Airport and the City of Pensacola. These services include preparing design documents, submitting applicable permit applications, and preparing cost estimates.

Airport and City staff shall perform all bidding phase services, including attending a Pre-Bid Conference, attending bid opening, and reviewing bids. City staff shall prepare “Release for Construction” conformed documents, attend Pre-Construction Conference, evaluate/review contractor submittals, participate in periodic site visits, review contractor pay requests, prepare substantial completion punch-list, perform final inspection, and prepare Record Drawings and Close-Out Documents.

Task C-I will be performed by staff of Pensacola International Airport and the City of Pensacola. These services will be paid using internal Airport funds though both normal payroll and allocated overhead.

TASK C-II: CONSTRUCTION

The construction contractor for this project will be determined via a public competitive bidding process. The contractor’s scope will include performing the installation of the project improvements as specified in the contract documents. The contractor shall furnish all materials, labor, incidentals, and supplies required to construct the project and deliver an operable facility ready for use. Payment will be made to the Contractor based on actual constructed quantities at the contract unit prices. Upon completion of the work and prior to final payment, a final change order will be prepared and executed to reflect the final contract amount.

SECTION D: ANTICIPATED PROJECT SCHEDULE

The project schedule is anticipated to require approximately 8 months.

SECTION E: PROJECT BUDGET ESTIMATES:

Construction Phase Services	\$440,000.00
Construction	<u>3,960,000.00</u>
Project Total	<u>\$4,400,000.00</u>
Funding Sources:	
FDOT	\$2,200,00000
Local	<u>2,200,000.00</u>
Total	<u>\$4,400,000.00</u>

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446650-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$1,306,646.00
446650-1-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	\$893,354.00
446650-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	\$2,200,000.00
Total Financial Assistance							\$4,400,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$2,200,000.00	\$2,200,000.00	\$0.00	\$4,400,000.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$2,200,000.00	\$2,200,000.00	\$0.00	\$4,400,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement. **Invoices will be reimbursed at 50%.

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

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

Quinton Williams

Department Grant Manager Name

Signature

Date

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

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

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

Insert District PIO contact info:

850-330-1205

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

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

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

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

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

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1)** The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2)** The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1)** The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2)** The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$2,200,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-416

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

ACCEPTANCE OF AMENDMENT ONE TO GRANT AWARD G0109 - FLORIDA JOB GROWTH INFRASTRUCTURE, PROVIDING FOR ADDITIONAL FUNDING TO GRANT AWARD.

RECOMMENDATION:

That City Council approve the acceptance of Amendment One to grant agreement No: G0109 to retrofit Warehouse #10 at the Port of Pensacola in support of American Magic. This amendment is in the amount of \$1,623,426 for a total grant value of \$5,586,546. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED:

SUMMARY:

In 2023, the City of Pensacola was awarded a grant from Florida Commerce in the amount of \$3,963,120 to design and repurpose Warehouse #10 at the Port of Pensacola to serve as the new headquarters for American Magic, and to house advanced maritime technology, research, and boating equipment. In addition, the funding would be used to design and construct a multi-use docking boat ramp and create 150 new high-wage jobs.

The City of Pensacola has now been awarded an additional \$1,623,426 to aid in its efforts to complete a well-rounded, effective project that will yield high earning results. Additional funding contributing to this project includes Triumph Gulf Coast as well as Florida Seaport Transportation and Economic Development (FSTED) funds which are allocated annually through the Florida Department of Transportation based on projects approved in the Port of Pensacola workplan.

PRIOR ACTION:

Jun 15, 2023 - Council acceptance of the Governor's Job Growth Grant Fund and

supplemental budget resolution.

September 14, 2023 - Council acceptance of the Triumph Gulf Coast Grant and supplemental budget resolution.

November 9, 2023 - Council approval of A&E contract with Muller and Muller, LTD for Phase I of the design and engineering (facility)

January 18, 2024 - Council approval of A&E amendment to contract with Muller and Muller, LTD for design and engineering of the wet slip.

February 20, 2024 - Council approval of Lease Agreement between the City of Pensacola, FLorida and Bella Mente Quantum Racing Association (American Magic) at the Port of the Pensacola.

March 21, 2024 - Council approval of Construction Manager at Risk (CMAR) Contract with Greenhut Construction Company, Inc. for pre-construction services in the amount of \$50,000 and a guaranteed maximum price to be agreed upon at design completion.

FUNDING:

Budget: \$ 5,586,546	Governor's Job Growth Grant Fund and Amendment One
\$ 8,500,000	Triumph Gulf Coast Grant
<u>\$ 2,625,000</u>	<u>FSTED Grant (Agreement Pending)</u>
TOTAL \$16,711,546	

Actual: \$ 1,107,024	Muller and Muller A&E Contract Phase I (design of facility)
\$ 740,004	Muller and Muller A&E Contract Phase II (design of dock and boat ramp)
\$ 50,000	Greenhut CMAR Pre-Construction Services
<u>\$ 14,814,518</u>	<u>Anticipated Construction Costs (Estimated/Budgeted)</u>
TOTAL \$ 16,711,546	

FINANCIAL IMPACT:

There is no financial impact as the project is fully grant funded. Adoption of the Supplemental Budget Resolution will appropriate the additional grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/29/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Lovoy, Finance Director
Erica Grancagnolo, Economic Development Director
William Boyer, Grant and Special Projects Coordinator

ATTACHMENTS:

1. G0109 Amendment

PRESENTATION: No

**FLORIDA JOB GROWTH INFRASTRUCTURE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

AMENDMENT ONE

This Amendment is made and entered into by and between the State of Florida Department of Commerce (“Commerce”) and the **City of Pensacola, Florida** (“Grantee”). Commerce and the Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

RECITALS

WHEREAS, on **October 10, 2023**, Commerce and Grantee entered into Florida Job Growth Infrastructure Grant Agreement number **G0109** (the “Agreement”) wherein Grantee agreed to receive and use state funds for the Project as described in the Proposal; and

WHEREAS Section 24, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, this Agreement is being amended to ensure compliance with all applicable laws, rules, and regulations; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement, as follows:

1. Sentence one (1) of Section 4 of this Agreement is hereby amended to read as follows:

Commerce shall pay Grantee up to Five Million Five Hundred Eighty-Six Thousand Five Hundred Forty-Six Dollars and Zero Cents **(\$5,586,546.00)** in consideration for Grantee’s performance and services pursuant to this agreement.

2. Paragraph two (2) of Section 1, **PROJECT DESCRIPTION**, of Exhibit A, **Scope of Work**, is hereby amended as follow:

Grantee has been awarded \$5,586,546.00 for the design and construction of a dock and boat ramp, and the design, build-out, and retrofit of an existing warehouse and supporting infrastructure at the Port of Pensacola to house advanced manufacturing/boat building, ocean sciences and maritime technology research and development, and marine industry testing. The proposed project will allow the Port of Pensacola to establish a High-Performance Maritime Center of Excellence and American Magic to firmly establish a long-term presence at the project site. Grantee shall certify that 150 new high wage jobs will be created because of this project.

3. Section 4, **DELIVERABLES**, of Exhibit A, **Scope of Work**, is hereby deleted and replaced with the following:

Deliverable No. 1: Design, Engineering and Permits		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete design, engineering and permitting activities as described in Sections 1, 2.b, and 2.d.1 of this Scope of Work.	Grantee may be allowed reimbursement upon completion of design plans and permitting in accordance with Sections 2.b and 2d.1 of this Scope of Work, evidenced by submission to Commerce's Agreement Manager of copies (in digital or hard copy format) of final design plans and permits.	Failure to meet the minimum level of service for this Deliverable shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026, shall be forfeited and shall revert back to Commerce.
DELIVERABLE NOT TO EXCEED: \$2,100,000.00		
Deliverable No. 2: Construction		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall complete the infrastructure activities as described in Section 1, 2.b and 2.d.2 of this Scope of Work	Grantee may be allowed reimbursement upon completion of construction activities in accordance with sections 2b. and 2.d of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	Failure to meet the minimum level of service for this Deliverable shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026, shall be forfeited and shall revert back to Commerce.
DELIVERABLE NOT TO EXCEED: \$3,486,546.00		
TOTAL AMOUNT NOT TO EXCEED \$5,586,546.00		

4. **Exhibit 1 to Exhibit B** is hereby deleted and replaced with the following:

EXHIBIT 1 to Exhibit B**FUNDING RESOURCES**

FEDERAL RESOURCES AWARDED TO THE GRANTEE, AS REFERRED TO IN THIS EXHIBIT 1 TO EXHIBIT B AS SUBRECIPIENT, PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	U.S. Treasury
Catalog of Federal Domestic Assistance Title	Coronavirus State and Local Fiscal Relief Fund
Catalog of Federal Domestic Assistance Number	21.027
Award Amount	\$5,586,546.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through Commerce's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	
Catalog of State Financial Assistance Title	
Catalog of State Financial Assistance Number	
Award Amount	\$0.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

- 5. All other terms and conditions of the Agreement remain in full force and effect.

Remainder of Page Intentionally Left Blank

WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment as of the date last executed below.

DEPARTMENT OF COMMERCE

CITY OF PENSACOLA

By _____
Signature

Title **J. Alex Kelly**
Secretary

Date _____

By _____
Signature

Title **D.C. Reeves**
Mayor

Date _____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-417

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO: 2024-38: AMENDMENT TO GRANT AWARD G0109 - FLORIDA JOB GROWTH INFRASTRUCTURE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-38.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED:

SUMMARY:

In 2023, the City of Pensacola was awarded a grant from Florida Commerce in the amount of \$3,963,120 to design and repurpose Warehouse #10 at the Port of Pensacola to serve as the new headquarters for American Magic, and to house advanced maritime technology, research, and boating equipment. In addition, the funding would be used to design and construct a multi-use docking boat ramp and create 150 new high-wage jobs.

The City of Pensacola has now been awarded an additional \$1,623,426 to aid in its efforts to complete a well-rounded, effective project that will yield high earning results. Additional funding contributing to this project includes Triumph Gulf Coast as well as Florida Seaport Transportation and Economic Development (FSTED) funds which are allocated annually through the Florida Department of Transportation based on projects approved in the Port of Pensacola workplan.

PRIOR ACTION:

Jun 15, 2023 - Council acceptance of the Governor's Job Growth Grant Fund and supplemental budget resolution.

September 14, 2023 - Council acceptance of the Triumph Gulf Coast Grant and supplemental

budget resolution.

November 9, 2023 - Council approval of A&E contract with Muller and Muller, LTD for Phase I of the design and engineering (facility)

January 18, 2024 - Council approval of A&E amendment to contract with Muller and Muller, LTD for design and engineering of the wet slip.

February 20, 2024 - Council approval of Lease Agreement between the City of Pensacola, FLorida and Bella Mente Quantum Racing Association (American Magic) at the Port of the Pensacola.

March 21, 2024 - Council approval of Construction Manager at Risk (CMAR) Contract with Greenhut Construction Company, Inc. for pre-construction services in the amount of \$50,000 and a guaranteed maximum price to be agreed upon at design completion.

FUNDING:

Budget: \$ 5,586,546	Governor's Job Growth Grant Fund and Amendment One
\$ 8,500,000	Triumph Gulf Coast Grant
<u>\$ 2,625,000</u>	<u>FSTED Grant (Agreement Pending)</u>
TOTAL \$ 16,711,546	

Actual: \$ 1,107,024	Muller and Muller A&E Contract Phase I (design of facility)
\$ 740,004	Muller and Muller A&E Contract Phase II (design of dock and boat ramp)
\$ 50,000	Greenhut CMAR Pre-Construction Services
<u>\$ 14,814,518</u>	<u>Anticipated Construction Costs (Estimated/Budgeted)</u>
TOTAL \$ 16,711,546	

FINANCIAL IMPACT:

There is no financial impact as the project is fully grant funded. Adoption of the Supplemental Budget Resolution will appropriate the additional grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/29/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Erica Grancagnolo, Economic Development Director
William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-38
2. Supplemental Budget Explanation No. 2024-38

PRESENTATION: No

**RESOLUTION
NO. 2024-38**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. PORT FUND

As Reads	Federal Grants	13,067,056
To:		
Reads	Federal Grants	14,690,482
As Reads	Capital Outlay	15,781,196
To:		
Reads	Capital Outlay	17,404,622

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

MAY 2024 - SUPPLEMENTAL BUDGET RESOLUTION - AMENDMENT TO GRANT AWARD G0109 - FLORIDA JOB GROWTH INFRASTRUCTURE - RES NO. 2024-38

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
Federal Grants	1,623,426	Increase appropriation for Federal Grants
Total Revenues	<u>1,623,426</u>	
Appropriations		
Capital Outlay	<u>1,623,426</u>	Appropriating Funds for Capital Outlay
Total Appropriations	<u>1,623,426</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-464

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AMENDMENT #1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND WEST FLORIDA HISTORIC PRESERVATION, INC., (WFHPI) FOR ZARAGOZA STREET IMPROVEMENTS PROJECT

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute Amendment #1 to the Interlocal Agreement between the City of Pensacola, Florida and West Florida Historic Preservation, Inc., a Florida non-profit corporation and direct support organization of the University of West Florida ("**WFHPI**") related to providing pedestrian and aesthetic improvements to Zaragoza Street between Tarragona and Adams Streets. Further that City Council authorize the Mayor to take the actions necessary to execute and administer this Interlocal Agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Finally, that City Council adopt a Supplemental Budget Resolution appropriating the additional funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project is for modifications to Zaragoza Street adjacent to the UWF-Historic Pensacola Village property and will include construction of a speed table to also serve as a pedestrian crossing. The intent is to help improve connectivity and implement speed management measures on East Zaragoza Street between South Tarragona Street and South Adams Street so pedestrians can travel safely between UWF-Historic Pensacola properties on either side of the street. The project will also include construction of "bulb-out" landscaped curb extensions along the south side of Zaragoza Street to create protected parallel-parking zones. Sidewalks at the intersection of Tarragona and Zaragoza Streets will be modified to meet ADA requirements. Newly created green spaces will be landscaped. Finally, removable bollards will be installed in order to shut down traffic on this portion of Zaragoza, during City-approved special events.

This Amendment #1 increases the original Interlocal Agreement from \$100,000.00 to \$163,000.00.

PRIOR ACTION:

May 9, 2024 - Award of Bid 24-021 to Chavers Construction, Inc. - Roadway Improvements to Zaragoza Street East of Tarragona Street

October 12, 2023 - Acceptance by Council of original Interlocal Agreement between City of Pensacola and WFHPI for \$100,000.00.

October 12, 2023 - City Council adopted a Supplemental Budget Resolution appropriating \$100,000.00.

FUNDING:

Budget:	\$100,000.00	Original Agreement Amount
	\$ 63,000.00	Additional Funds from Amendment
	\$163,000.00	TOTAL
Actual:	\$145,576.00	Base Bid
	\$ 7,278.80	5% Contingency
	\$ 8,407.01	Engineering Allocation
	\$ 1,000.00	Testing/Geotech/Miscellaneous
	\$162,261.81	TOTAL

FINANCIAL IMPACT:

Council is being asked to approve this amendment to the previously approved reimbursement agreement with WFHPI. Specifically, this amount will approve an additional \$63,000.00 to be added to the \$100,000.00 allocated by the original Interlocal Agreement with WFHPI approved by Council on October 12, 2023. Adoption of the Supplemental Budget Resolution will appropriate the additional funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/10/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE - Director of Public Works & Engineering

ATTACHMENTS:

1. 1st Amendment to Interlocal Agreement
2. West Florida Historic Preservation - Interlocal Agreement FULLY EXECUTED

PRESENTATION: No

Prepared By and Return To:
Adam C. Cobb, City Attorney
City of Pensacola Attorney's Office
222 W Main Street
Pensacola, FL 32502
(850) 435-1615

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("**Amendment**") is made effective the ____ day of May, 2024, by and between the West Florida Historic Preservation, Inc., a Florida non-profit corporation and direct support organization of the University of West Florida ("**WFHPI**") and the City of Pensacola, a municipal corporation (the "**City**").

WITNESSETH:

WHEREAS, WFHPI and the City entered into that certain Interlocal Agreement in relation to certain improvements to Zaragoza Street between Tarragona and Adams Street (the "**Agreement**"), a copy of which Agreement is attached hereto as Exhibit A;

WHEREAS, WFHPI and the City wish to amend certain portions of said Agreement;

NOW, THEREFORE, in consideration of the forgoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. All references to \$100,000.00 in Section 2 "Funds" of the Agreement are hereby amended to \$163,000.00.
2. All references to June 30, 2024, in Section 4 "Schedule" of the Agreement are hereby amended to June 30, 2025.
3. The reference to May 31, 2024, in Section 4 "Schedule" of the Agreement is hereby amended to July 31, 2024.
4. This Amendment may be executed in several counterparts, by separate signature pages, and/or by either emailed (e.g. PDF) or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and emailed or facsimile signatures together shall constitute one and the same Amendment.
5. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.
6. Except as expressly modified herein, the terms of the Agreement remain unchanged and in full force and effect.

[A separate signature page follows.]

IN WITNESS WHEREOF, parties have executed this First Amendment to Interlocal Agreement as of the dates of their respective signatures below.

Attest:

CITY OF PENSACOLA
a municipal corporation

City Clerk (SEAL)

By: _____
David Forte, Deputy City Administrator

WEST FLORIDA HISTORIC
PRESERVATION, INC,

By: _____

Print: _____

Its: _____

Signature page – First Amendment to Interlocal Agreement

Interlocal Agreement

West Florida
Historic
Preservation, Inc.

City of Pensacola

Interlocal Agreement Between The City of Pensacola and West Florida Historic Preservation, Inc.

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the West Florida Historic Preservation, Inc., a Florida non-profit corporation and direct support organization of the University of West Florida (WFHPI") with administrative offices at 120 E. Church Street, Pensacola, Florida 32502 and the City of Pensacola, Florida, a municipal corporation (the "City"), with administrative offices at 222 W. Main Street, Pensacola, Florida 32502 (each referred to as a "party" or "parties").

RECITALS:

Whereas, the City and WFHPI are both governmental entities of the State of Florida;

Whereas, the City is responsible for maintaining and improving the City's streets, sidewalks, stormwater systems, street lighting, and traffic control devices located within the City;

Whereas, the City has substantial experience and expertise in public infrastructure design, construction, and regulation in the City;

Whereas, WFHPI has sought and secured grant funding to provide pedestrian and aesthetic improvements to Zaragoza Street between Tarragona and Adams Street;

Whereas, the City and WFHPI anticipate such improvements will further the public interest; and

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

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

WITNESSETH

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

This Agreement establishes the terms relating to that certain improvement project on Zaragoza Street, as defined below, located in downtown Pensacola.

1. **Improvements.** The improvements to Zaragoza Street will include, without limitation, traffic operational improvements, installation of a mid-block raised pedestrian crossing, installation of on-street landscaping and/or trees on the south side of the roadway, installation of bollards at the intersection of Zaragoza and Tarragona Street as well as at the intersection of Zaragoza and Adams Street (the “Improvements”).

2. **Funds.** WFHPI shall reimburse the City for all soft and hard costs incurred by the City related to the design and construction of the Improvements, whether such costs are for services performed by employees of the City or by third parties retained by the City, including without limitation engineering and design costs, legal expenses, permitting fees, materials costs, and construction costs, up to the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Within thirty (30) days after completion of the design of the Improvements, WFHPI shall reimburse the City for all design and other costs incurred by the City up to and including completion of design. Within thirty days after completion of the construction of the Improvements, WFHPI shall reimburse the City for the cost of construction and all other costs incurred by the City and not previously reimbursed. Construction completion is established as the date in which the City formally accepts the project from the contractor. Notwithstanding the foregoing, in the event that the contract for construction of the Improvements that the City desires to enter into causes the City’s estimated total costs of the Improvements to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00), the City shall give written notice to WFHPI specifying the estimated total cost of the Improvements, and this Agreement shall thereupon automatically terminate unless within fifteen (15) days after WFHPI’s receipt of such notice from the City WFHPI pays to the City the amount by which the City’s estimated total costs of the Improvements exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00). In the event this Agreement terminates pursuant to the preceding sentence, WFHPI shall be and remain obligated to reimburse the City for the design and other costs incurred by the City up to and including the date of termination, which obligation shall survive the termination of this Agreement.

3. **Grant Requirements.** WFHPI intends to reimburse the City from the proceeds of that certain Grant from the Division of Historical Resources, Florida Department of State, bearing grant number 24.h.sc.900.119 (the “Grant”). However, WFHPI’s obligations under Section 2 shall not be contingent upon its receipt of such Grant proceeds.

4. **Schedule.** Time is of the essence. The City will prosecute the design, review, permitting, and construction of the Improvements as expeditiously as reasonably practicable. The City agrees to enter into a contract for construction of the Improvements no later than May 31, 2024, and to substantially complete construction of the Improvements no later than June 30, 2024. WFHPI’s payment of the funds is contingent upon timely substantial completion of the project by June 30, 2024.

5. **City Responsibilities.** The City will manage all design, approval, and construction phases of the Improvements. The City will seek WFHPI input and work with WFHPI to design the Improvements. The City will provide engineering professional support as necessary and sufficient to design all portions of the project. The City will manage all necessary solicitations, coordination, and inspection of the construction. The City shall retain control over its employees, agents, servants, contractors and subcontractors, as well as control over its invitees, and its activities on

or around the Improvements and the manner in which such activities shall be undertaken. Precaution shall be exercised at all times by the City for the protection of all persons, including employees, and property.

6. WFHPI Responsibilities. WFHPI will make payments to the City in accordance with the terms of this Agreement. Upon completion of the City's construction of the Improvements, WFHPI will maintain all installed living landscaping, to include grasses, shrubbery, and/or trees. WFHPI shall not be responsible for maintaining any infrastructure, including without limitation, the newly installed infrastructure related to the roadway, crosswalk, or sidewalk.

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

8. Tax Immunity. The City and WFHPI are each tax immune and exempt from payment of all sales, use or excise taxes.

9. Liability. Each party will be responsible for the acts of its employees or officers when performing functions within the scope of their employment. Nothing contained herein shall be construed or interpreted as: i) denying either party any remedy or defense available under the laws of the State of Florida; ii) the consent of either party to be sued; iii) a waiver of sovereign immunity of either party beyond the waiver provided in Section 768.28, Florida Statutes.

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

11. This Agreement Constitutes a Contract. The parties hereto acknowledge they will rely on the covenants and obligations created herein, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of the Effective Date.

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

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

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

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

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

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

To WFHPI: Robert Overton
Executive Director
West Florida Historic Preservation, Inc.
P.O. Box 12866
Pensacola, FL 32591

To the City: David Forte
Deputy City Administrator
City of Pensacola
222 W. Main Street
Pensacola, FL 32502

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

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

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

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

(SEAL)

ATTEST:

Cricket L. Bennett

CITY OF PENSACOLA, FLORIDA

By:

Its:

[Signature]
Deputy City Administrator

WEST FLORIDA HISTORIC
PRESERVATION, INC.

By:

Its:

[Signature]
Executive Director



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-468

City Council

5/23/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-042 - AMENDMENT #1 TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND WEST FLORIDA HISTORIC PRESERVATION, INC., (WFHPI) FOR ZARAGOZA STREET IMPROVEMENTS PROJECT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-042.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project is for modifications to Zaragoza Street adjacent to the UWF-Historic Pensacola Village property and will include construction of a speed table to also serve as a pedestrian crossing. The intent is to help improve connectivity and implement speed management measures on East Zaragoza Street between South Tarragona Street and South Adams Street so pedestrians can travel safely between UWF-Historic Pensacola properties on either side of the street. The project will also include construction of "bulb-out" landscaped curb extensions along the south side of Zaragoza Street to create protected parallel-parking zones. Sidewalks at the intersection of Tarragona and Zaragoza Streets will be modified to meet ADA requirements. Newly created green spaces will be landscaped. Finally, removable bollards will be installed in order to shut down traffic on this portion of Zaragoza, during City-approved special events.

This Amendment #1 increases the original Interlocal Agreement from \$100,000.00 to \$163,000.00.

PRIOR ACTION:

May 9, 2024 - Award of Bid 24-021 to Chavers Construction, Inc. - Roadway Improvements to Zaragoza Street East of Tarragona Street

October 12, 2023 - Acceptance by Council of original Interlocal Agreement between City of Pensacola and WFHPI for \$100,000.00.

October 12, 2023 - City Council adopted a Supplemental Budget Resolution appropriating \$100,000.00.

FUNDING:

Budget:	\$100,000.00	Original Agreement Amount
	\$ 63,000.00	Additional Funds from Amendment
	\$163,000.00	TOTAL
Actual:	\$145,576.00	Base Bid
	\$ 7,278.80	5% Contingency
	\$ 8,407.01	Engineering Allocation
	\$ 1,000.00	Testing/Geotech/Miscellaneous
	\$162,261.81	TOTAL

FINANCIAL IMPACT:

Council is being asked to approve this amendment to the previously approved reimbursement agreement with WFHPI. Specifically, this amount will approve an additional \$63,000.00 to be added to the \$100,000.00 allocated by the original Interlocal Agreement with WFHPI approved by Council on October 12, 2023. Adoption of the Supplemental Budget Resolution will appropriate the additional funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/10/2024

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE - Director of Public Works & Engineering

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-42
2. Supplemental Budget Explanation No. 2024-42
3. 1st Amendment to Interlocal Agreement
4. West Florida Historic Preservation - Interlocal Agreement FULLY EXECUTED

PRESENTATION: No

**RESOLUTION
NO. 2024-42**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Contributions and Donations	3,209,638
Amended		
To Read:	Contributions and Donations	3,272,638
As Reads	Operating Expenses	4,334,383
Amended		
To Read:	Operating Expenses	4,397,383

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

MAY 2024 - SUPPLEMENTAL BUDGET RESOLUTION - INTERLOCAL AGRMT - WFHPI- ZARAGOZA ST IMPRV - RES NO. 2024-042

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Contributions and Donations	63,000	Increase estimated revenue - WFHPI Interlocal Agreement
Total Revenues	63,000	
Appropriations		
Operating Expenses	63,000	Appropriate funds for Operating Expenses
Total Appropriations	63,000	

Prepared By and Return To:
Adam C. Cobb, City Attorney
City of Pensacola Attorney's Office
222 W Main Street
Pensacola, FL 32502
(850) 435-1615

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("**Amendment**") is made effective the ____ day of May, 2024, by and between the West Florida Historic Preservation, Inc., a Florida non-profit corporation and direct support organization of the University of West Florida ("**WFHPI**") and the City of Pensacola, a municipal corporation (the "**City**").

WITNESSETH:

WHEREAS, WFHPI and the City entered into that certain Interlocal Agreement in relation to certain improvements to Zaragoza Street between Tarragona and Adams Street (the "**Agreement**"), a copy of which Agreement is attached hereto as Exhibit A;

WHEREAS, WFHPI and the City wish to amend certain portions of said Agreement;

NOW, THEREFORE, in consideration of the forgoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. All references to \$100,000.00 in Section 2 "Funds" of the Agreement are hereby amended to \$163,000.00.
2. All references to June 30, 2024, in Section 4 "Schedule" of the Agreement are hereby amended to June 30, 2025.
3. The reference to May 31, 2024, in Section 4 "Schedule" of the Agreement is hereby amended to July 31, 2024.
4. This Amendment may be executed in several counterparts, by separate signature pages, and/or by either emailed (e.g. PDF) or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and emailed or facsimile signatures together shall constitute one and the same Amendment.
5. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.
6. Except as expressly modified herein, the terms of the Agreement remain unchanged and in full force and effect.

[A separate signature page follows.]

IN WITNESS WHEREOF, parties have executed this First Amendment to Interlocal Agreement as of the dates of their respective signatures below.

Attest:

CITY OF PENSACOLA
a municipal corporation

City Clerk (SEAL)

By: _____
David Forte, Deputy City Administrator

WEST FLORIDA HISTORIC
PRESERVATION, INC,

By: _____

Print: _____

Its: _____

Signature page – First Amendment to Interlocal Agreement

Interlocal Agreement

West Florida
Historic
Preservation, Inc.

City of Pensacola

**Interlocal Agreement
Between The City of Pensacola and
West Florida Historic Preservation, Inc.**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the West Florida Historic Preservation, Inc., a Florida non-profit corporation and direct support organization of the University of West Florida (WFHPI") with administrative offices at 120 E. Church Street, Pensacola, Florida 32502 and the City of Pensacola, Florida, a municipal corporation (the "City"), with administrative offices at 222 W. Main Street, Pensacola, Florida 32502 (each referred to as a "party" or "parties").

RECITALS:

Whereas, the City and WFHPI are both governmental entities of the State of Florida;

Whereas, the City is responsible for maintaining and improving the City's streets, sidewalks, stormwater systems, street lighting, and traffic control devices located within the City;

Whereas, the City has substantial experience and expertise in public infrastructure design, construction, and regulation in the City;

Whereas, WFHPI has sought and secured grant funding to provide pedestrian and aesthetic improvements to Zaragoza Street between Tarragona and Adams Street;

Whereas, the City and WFHPI anticipate such improvements will further the public interest; and

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

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

WITNESSETH

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

This Agreement establishes the terms relating to that certain improvement project on Zaragoza Street, as defined below, located in downtown Pensacola.

1. **Improvements.** The improvements to Zaragoza Street will include, without limitation, traffic operational improvements, installation of a mid-block raised pedestrian crossing, installation of on-street landscaping and/or trees on the south side of the roadway, installation of bollards at the intersection of Zaragoza and Tarragona Street as well as at the intersection of Zaragoza and Adams Street (the “Improvements”).

2. **Funds.** WFHPI shall reimburse the City for all soft and hard costs incurred by the City related to the design and construction of the Improvements, whether such costs are for services performed by employees of the City or by third parties retained by the City, including without limitation engineering and design costs, legal expenses, permitting fees, materials costs, and construction costs, up to the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Within thirty (30) days after completion of the design of the Improvements, WFHPI shall reimburse the City for all design and other costs incurred by the City up to and including completion of design. Within thirty days after completion of the construction of the Improvements, WFHPI shall reimburse the City for the cost of construction and all other costs incurred by the City and not previously reimbursed. Construction completion is established as the date in which the City formally accepts the project from the contractor. Notwithstanding the foregoing, in the event that the contract for construction of the Improvements that the City desires to enter into causes the City’s estimated total costs of the Improvements to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00), the City shall give written notice to WFHPI specifying the estimated total cost of the Improvements, and this Agreement shall thereupon automatically terminate unless within fifteen (15) days after WFHPI’s receipt of such notice from the City WFHPI pays to the City the amount by which the City’s estimated total costs of the Improvements exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00). In the event this Agreement terminates pursuant to the preceding sentence, WFHPI shall be and remain obligated to reimburse the City for the design and other costs incurred by the City up to and including the date of termination, which obligation shall survive the termination of this Agreement.

3. **Grant Requirements.** WFHPI intends to reimburse the City from the proceeds of that certain Grant from the Division of Historical Resources, Florida Department of State, bearing grant number 24.h.sc.900.119 (the “Grant”). However, WFHPI’s obligations under Section 2 shall not be contingent upon its receipt of such Grant proceeds.

4. **Schedule.** Time is of the essence. The City will prosecute the design, review, permitting, and construction of the Improvements as expeditiously as reasonably practicable. The City agrees to enter into a contract for construction of the Improvements no later than May 31, 2024, and to substantially complete construction of the Improvements no later than June 30, 2024. WFHPI’s payment of the funds is contingent upon timely substantial completion of the project by June 30, 2024.

5. **City Responsibilities.** The City will manage all design, approval, and construction phases of the Improvements. The City will seek WFHPI input and work with WFHPI to design the Improvements. The City will provide engineering professional support as necessary and sufficient to design all portions of the project. The City will manage all necessary solicitations, coordination, and inspection of the construction. The City shall retain control over its employees, agents, servants, contractors and subcontractors, as well as control over its invitees, and its activities on

or around the Improvements and the manner in which such activities shall be undertaken. Precaution shall be exercised at all times by the City for the protection of all persons, including employees, and property.

6. WFHPI Responsibilities. WFHPI will make payments to the City in accordance with the terms of this Agreement. Upon completion of the City's construction of the Improvements, WFHPI will maintain all installed living landscaping, to include grasses, shrubbery, and/or trees. WFHPI shall not be responsible for maintaining any infrastructure, including without limitation, the newly installed infrastructure related to the roadway, crosswalk, or sidewalk.

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

8. Tax Immunity. The City and WFHPI are each tax immune and exempt from payment of all sales, use or excise taxes.

9. Liability. Each party will be responsible for the acts of its employees or officers when performing functions within the scope of their employment. Nothing contained herein shall be construed or interpreted as: i) denying either party any remedy or defense available under the laws of the State of Florida; ii) the consent of either party to be sued; iii) a waiver of sovereign immunity of either party beyond the waiver provided in Section 768.28, Florida Statutes.

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

11. This Agreement Constitutes a Contract. The parties hereto acknowledge they will rely on the covenants and obligations created herein, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of the Effective Date.

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

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To WFHPI: Robert Overton
Executive Director
West Florida Historic Preservation, Inc.
P.O. Box 12866
Pensacola, FL 32591

To the City: David Forte
Deputy City Administrator
City of Pensacola
222 W. Main Street
Pensacola, FL 32502

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

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

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

(SEAL)

ATTEST:

Cricket L. Bennett

CITY OF PENSACOLA, FLORIDA

By:

Its:

[Signature]
Deputy City Administrator

WEST FLORIDA HISTORIC
PRESERVATION, INC.

By:

Its:

[Signature]
Executive Director