



City of Pensacola

City Council

Agenda Conference

Agenda

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

September 8, 2026, 3:30 PM

Hagler-Mason Conference Room, 2nd Floor

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

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. 26-864 FISCAL YEAR 2026-2027 SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING (MOU) — BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, AND THE CITY OF PENSACOLA POLICE DEPARTMENT

Recommendation: That City Council approve a Memorandum of Understanding between the Pensacola Police Department (PPD) and The School Board of Escambia County (ECSB) for the purpose of providing School Resource Officers at Pensacola High School, Washington High School, and Workman Middle School in the City of Pensacola, Escambia County, Florida, for the Fiscal Year 2026-2027 in the amount not to exceed \$529,522. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *School Resource Officer Program MOU 2026-2027*

2. 26-866 FISCAL YEAR 2026-2027 IN SUPPORT AND PARTNERSHIP OF SAFE SCHOOLS MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, AND THE

PENSACOLA POLICE DEPARTMENT

Recommendation: That City Council approve a Memorandum of Understanding between the Pensacola Police Department and the School Board of Escambia County for the purpose of providing protection and safety to the students and staff at all School Board of Escambia County schools located in the City of Pensacola. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *School Board of Escambia County, Florida Safe Schools MOU 2026-2027*

3. 26-966 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of \$500 to The Eastside Neighborhood Improvement Association from the City Council Discretionary Funds for District 3.

Sponsors: Casey Jones, Council Member

Attachments: *None*

REVIEW OF REGULAR AGENDA ITEMS

4. 26-615 AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION SSCP

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Airport Terminals Program ("ATP") Grant for Terminal Modernization and Expansion in the amount of \$9,000,000 with a \$473,685 local match requirement for a total grant value of \$9,473,685. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget

resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *FAA Confirmation of Support*
Supplemental Budget Resolution No. 2026-20
Supplemental Budget Explanation No. 2026-20
Project Area Sketch

5. 26-616 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-20 - AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION SSCP

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-20.

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

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-20*
Supplemental Budget Explanation No. 2026-20
FAA Confirmation of Support
Project Area Sketch

6. 26-954 AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TAXIWAY A SOUTH REHABILITATION

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Airport Improvement Program Entitlement Grant for the rehabilitation of Taxiway A South in the amount of \$9,719,671 with a \$1,079,964 local match requirement for a total grant value of \$10,799,635. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget

resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *FAA Confirmation of Support*
Supplemental Budget Resolution No. 2026-34
Supplemental Budget Explanation No. 2026-34
Project Area Sketch

7. 26-957 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-34 - AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TAXIWAY A SOUTH REHABILITATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-34.

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

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-34*
Supplemental Budget Explanation No. 2026-34
FAA Confirmation of Support
Project Area Sketch

8. 26-972 AIRPORT - AWARD OF BID NO. 26-036 - TAXIWAY A SOUTH REHABILITATION AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council award Bid No. 26-036, Taxiway A South Rehabilitation to Panhandle Grading and Paving, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$9,998,752.39 plus a 10% contingency of \$999,875.24 for a total of \$10,998,627.63. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Notice of Intent*
Tabulation of Bids
Project Area Sketch

9. 26-953 AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL APRON EXPANSION

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant for the construction of the Terminal Apron Expansion in the amount of \$6,009,997 with a \$667,778 local match requirement for a total grant value of \$6,667,775. 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: DC Reeves, Mayor

Attachments: *FAA Confirmation of Support*
Project Area Sketch

10. 26-955 AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - GROUND VEHICLE TRANSMITTERS

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Airport Improvement Program Discretionary Grant for Automatic Surveillance-Broadcast Vehicle Transmitters in the amount of \$66,204 with a \$7,356 local match requirement for a total grant value of \$73,560. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *FAA Confirmation of Support*

Supplemental Budget Resolution No. 2026-35

Supplemental Budget Explanation No. 2026-35

- 11. 26-958** SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-35 - AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - GROUND VEHICLE TRANSMITTERS

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-35.

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

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-35*
Supplemental Budget Explanation No. 2026-35
FAA Confirmation of Support

- 12. 26-956** AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION GPU/PCA/BOILER

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Voluntary Airport Low Emissions (VALE) Program Grant for Terminal Modernization and Expansion in the amount of \$12,779,600 with a \$1,419,956 local match requirement for a total grant value of \$14,195,556. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *FAA Confirmation of Support*
Supplemental Budget Resolution No. 2026-36
Supplemental Budget Explanation No. 2026-36

Project Area Sketch

13. 26-959 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-36 - AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION GPU/PCA/BOILER

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-36.

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

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-36*
Supplemental Budget Explanation No. 2026-36
FAA Confirmation of Support
Project Area Sketch

14. 26-788 ACCEPTANCE OF FY25-26 FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) GRANT AWARD NO. IG102

Recommendation: That City Council approve the acceptance of the FY25-26 Florida Department of Law Enforcement (FDLE) Grant Award No. IG102 in the amount of \$540,701.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *Agreement - Grant Award No. IG102*
Motorola Solutions Proposal
Supplemental Budget Resolution No. 2026-26
Supplemental Budget Explanation No. 2026-26

- 15.** 26-785 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-26- FY25-26
FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) GRANT
AWARD NO. IG102

Recommendation: That City Council adopt Supplement Budget Resolution No. 2026-26.

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

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-26*
Supplemental Budget Explanation No. 2026-26

- 16.** 26-915 FY 26-27 COMMUNITY EMERGENCY RESPONSE TEAM
(CERT)/CITIZENS CORPS (CC) GRANT -

Recommendation: That City Council approve the acceptance of the Community Emergency Response Team (CERT)/ Citizens Corp Grant to support the Be Read Alliance Escambia Community (BRACE) Community Emergency Response Team) in the amount of \$10,000 Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *City of Pensacola Fire CC Award contract letter*

- 17.** 26-960 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-38 - FIRE - FY 26-27
COMMUNITY EMERGENCY RESPONSE TEAM (CERT)/CITIZEN CORPS
(CC) GRANT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-38

A RESOLUTION AUTHORIZING AND MAKING PROVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER

2026; PROVIDING FOR AN EFFECTIVE DATE

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-38*
Supplemental Budget Explanation No. 2026-38

18. 26-986 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT NO. DH020 - HOLLICE T. WILLIAMS STORMWATER PARK

Recommendation: That City Council approve the acceptance of the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GRANT NO. DH020 - HOLLICE T. WILLIAMS STORMWATER PARK for the construction and monitoring of stormwater improvements in the amount of \$5,190,939 with a \$0 local match for a total grant value of \$5,190,939. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant agreement, including any final revisions required by FDEP, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *DH020 Hollice T. Williams Stormwater Park Execution*

19. 26-987 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-40 - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT NO. DH020 - HOLLICE T. WILLIAMS STORMWATER PARK

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-40.

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

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-40*

*Supplemental Budget Explanation No. 2026-40**DH020 Hollice T. Williams Stormwater Park Execution***20. 26-833** AWARD OF BID NO. 26-046 - HOLLICE T. WILLIAMS STORMWATER PARK

Recommendation: That City Council award Bid # 26-046, Hollice T. Williams Stormwater Park to Talcon Group, LLC of Havana, FL, the lowest and most responsible bidder with a base bid of \$12,580,243.13, plus \$5,169,565.04 for bid alternates #1 through #6, plus a 12% contingency of \$2,129,976.98 for a total of \$19,879,785.15. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Project Limits HTW*
 Bid Tab for HTW

21. 26-952 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-39 -
 APPROPRIATING FUNDS FOR THE NEXT PLANTING OF THE TREE
 CANOPY REVITALIZATION PROJECT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-39.

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

Sponsors: DC Reeves, Mayor

Attachments: *Winter Planting Locations FY27*
 Supplemental Budget Resolution No. 2026-39
 Supplemental Budget Explanation No. 2026-39

22. 26-538 PROPOSED ORDINANCE NO.7-26 - AN ORDINANCE AMENDING TITLE
 XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CHAPTER

11-2 TRAFFIC.

Recommendation: That City Council approve Proposed Ordinance NO. 7-26 on first reading.

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-37(a). PARKING FINES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 7-26*
Business Impact Estimate

CONSIDERATION OF ANY ADD-ON ITEMS**DISCUSSION ITEMS****READING OF ITEMS FOR COUNCIL AGENDA****CITY ADMINISTRATOR'S COMMUNICATION****CITY ATTORNEY'S COMMUNICATION****CITY COUNCIL COMMUNICATION****ADJOURNMENT**

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance.

However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-864

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FISCAL YEAR 2026-2027 SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING (MOU) — BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA, AND THE CITY OF PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That City Council approve a Memorandum of Understanding between the Pensacola Police Department (PPD) and The School Board of Escambia County (ECSB) for the purpose of providing School Resource Officers at Pensacola High School, Washington High School, and Workman Middle School in the City of Pensacola, Escambia County, Florida, for the Fiscal Year 2026-2027 in the amount not to exceed \$529,522. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #3: Support for Youth Experiences.

Florida Statute §1006.12 governs School Resource Officer (SRO) Programs, which are a cooperative agreement between the district school board and any law enforcement agency. In part, the law states that SROs shall be certified law enforcement officers, as defined in §943.10(1), who are employed by a law enforcement agency. The powers and duties of the law enforcement officer shall continue throughout the employee's tenure as an SRO. SROs shall abide by district school board policies and shall consult with and coordinate activities through the school principal but shall be responsible to the law enforcement agency in all matters relating to employment, subject to agreements between the district school board and the law enforcement agency. Activities conducted by the SRO that are part of the regular instructional program of the school shall be under the direction of the school principal.

Goals of the SRO program include, but are not limited to:

1. Helping reduce crime in the school system and the community by educating students to better understand the benefits of a fair and impartial judicial system;
2. Fostering a better understanding of law enforcement and creating a more positive concept of the legal system through interaction with law enforcement officers;
3. Developing a better appreciation of citizen rights, obligations and responsibilities;
4. Promoting student behavior in accordance with the law, which is mutually beneficial to the student and society

The parties desire to enter into a memorandum of understanding setting forth the terms, conditions, and responsibilities of a coordinated and collective effort to continue the School Resource Officer Program and have determined that such an agreement to accomplish the purposes, as set forth herein, involves appropriate public expenditures to achieve important public purposes.

PRIOR ACTION:

September 11, 2025 – The City Council approved the School Resource Office Program Memorandum of Understanding for Fiscal Year 2025-2026.

FUNDING:

Budget:	\$529,500	
Actual:	\$529,522	
	\$529,522	TOTAL

FINANCIAL IMPACT:

Funding for the School Resource Officer Program with the School District of Escambia County, Florida, has been included in the Police Department's Fiscal Year 2027 Budget.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

7/28/2026

STAFF CONTACT:

David Stafford, City Administrator
Eric Winstrom, Chief of Police

ATTACHMENTS:

1. School Resource Officer Program MOU 2026-2027

PRESENTATION: No

AGREEMENT BETWEEN
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
AND
THE CITY OF PENSACOLA POLICE DEPARTMENT
FOR
THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT, by and between **THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**, (hereinafter referred to as the **ECSB**), and **THE CITY OF PENSACOLA POLICE DEPARTMENT**, (hereinafter referred to as the **PPD**) is entered into upon the date the agreement is executed by both parties, and is effective from July 1, 2026 through June 30, 2027.

WITNESSETH:

- A. The ECSB and the PPD desire to provide law enforcement and related services to the public schools within the city limits of the City of Pensacola; and
- B. A School Resource Officer Program ("SRO Program") has been proposed for the public school system of Escambia County, Florida, as hereinafter described; and
- C. The ECSB and the PPD recognize the potential outstanding benefits of the SRO Program to the citizens of the City of Pensacola, Florida, and particularly to the students of the public school system of Escambia County, Florida; and
- D. It is in the best interest of the ECSB, the PPD, and the citizens of the City of Pensacola to establish this SRO program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the ECSB and the PPD hereby agree as follows:

ARTICLE I

A School Resource Officer Program is hereby established in the public schools located in the jurisdictional boundaries of the City of Pensacola, Florida.

ARTICLE II

RIGHTS AND DUTIES OF THE PPD

The PPD shall provide Supervisors and School Resource Officers (hereinafter referred to as SROs) as follows:

- A. The PPD shall assign Supervisors for the SRO Program as follows:
One (1) Lieutenant
One (1) Sergeant

The ECSB and the PPD agree to share equally (50% each) in the costs associated with the lieutenant and sergeant as provided herein.

- B. The PPD shall assign regularly employed police officer(s) to each of the following schools as indicated:

Pensacola High School – two (2) SROs
Washington High School – two (2) SROs
Workman Middle School – one (1) SRO

The ECSB and the PPD agree to share equally (50% each) in the costs associated with these five (5) officers as provided herein.

- C. Regular Duty Hours of School Resource Officers

Each SRO shall be assigned to a school on a full-time basis of eight (8) hours on the days that the school is in regular session. When required by the principal for attendance to parent/faculty meetings, school functions, PTA meetings or any sporting events beyond the eight (8) hour regular duty assignment, the ECSB will compensate the SRO at an hourly rate as established by the Chief of Police of forty (40) dollars per hour or give the SRO compensatory time that will be taken off during his/her normal eight (8) hour school workday. The SRO may be temporarily reassigned by the Chief of Police during school holidays and vacations or during the period of a police emergency. PPD shall notify the ECSB in writing of any change in the hourly rate established by the Chief of Police sixty (60) days prior to the implementation of a rate increase.

The ECSB will coordinate any requests for security at a meeting or workshop with PPD so long as the meeting or workshop is located within the city limits. Such security will be facilitated through the off-duty details.

- D. Duties of School Resource Officers

- I. Every SRO, or any officer filling in for an SRO, must clock into the

school's system to confirm that an SRO was on campus each day as required. Emergency circumstances causing tardiness or absence may arise. In the event that such a circumstance arises, PPD will immediately notify the ECSB point of contact ("POC") as to the unexpected event or emergency resulting in tardiness or absence and will provide written documentation as to such incident.

2. The SRO shall coordinate all of his/her activities with the principal and staff members and seek their permission, advice, and guidance prior to enacting any program within the school.
3. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws, the role of the police officer, and the police mission.
4. The SRO shall encourage individual and small group discussions in class to further establish rapport with the students.
5. In compliance with section C, the SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist with problems of law enforcement or crime prevention. Confidential information obtained pursuant to Chapter 39, Florida Statutes (Proceedings Relating to Juveniles), shall not be disclosed except as provided by law or court order.
6. The SRO shall become familiar with all community agencies that offer assistance to youth and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty, and staff of the school.
7. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.
8. Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to the ECSB policy and legal requirements. The SRO shall inform school personnel any time he or she learns of another law enforcement officer conducting student interviews on school campuses.
9. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the school aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions to the extent that the SRO may do so

under the authority of the law. Whenever practicable, the SRO shall advise the principal before requesting additional police assistance on campus.

10. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding the SRO's school assignment, whenever necessary. The SRO shall, whenever possible, participate in and/or attend school functions during those hours that school is in regular session.
11. The SRO may be assigned investigations provided such investigations relate to the students attending the school to which the SRO is assigned.
12. The SRO shall maintain detailed and accurate records of the operation of the SRO Program and submit other reports of an instructional nature as required by the principal or school staff.
13. The SRO shall not act as a school disciplinarian. If the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate. SROs are not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved. SROs will not assume nor conduct any duties involving the collection of funds on behalf of the school, the ECSB, or related to any school activities or student groups or programs.

E. Points of Contact (POC) for PPD shall be:

Lieutenant Amy Parsons
AParsons@cityofpensacola.com
850-435-1900

Sergeant Jamie Briarton
JBriarton@cityofpensacola.com
850-435-1928
850-698-0851
711 N Hayne Street
Pensacola, Fl. 32501

ARTICLE III

RIGHTS AND DUTIES OF THE ECSB

- A. The ECSB shall provide to the full-time SRO of each high school and middle school the following materials and facilities that are deemed necessary to the performance of the SRO's duties:
1. Access to an air conditioned and properly lighted private office that can be locked and prevents access by any person other than PPD law enforcement personnel with a telephone that may be used for general business purposes.
 2. A location for files and records in the office as described in (1) above that can be properly locked and secured.
 3. A desk with drawers, a chair, worktable, filing cabinet, and office supplies in office as described in (1) above.
 4. Access to a computer with access to school network records (i.e. FOCUS) and/or secretarial assistance.
 5. Printers with connectivity to the SRO office computers.
 6. An administrator key provided to each SRO on each campus.
- B. Pursuant to section 39.201, Florida Statutes, regarding mandatory reporting:
1. Whenever any schoolteacher or other school official or other member of a school staff knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, the matter will be reported to the Department of Children and Families and to the SRO, or, in his/her absence, to the PPD Dispatch.
 2. Whenever any schoolteacher or other school official or other member of a school staff knows, or who has reasonable cause to suspect, that a child is abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare, the matter will be reported to the Department of Children and Families and to the SRO, or, in his/her absence, to the PPD Dispatch.
 3. Whenever any schoolteacher or other school official or other member of a school staff knows, or has reasonable cause to suspect, that a child is the victim of childhood sexual abuse, or the victim of a known or suspected juvenile sexual offender, the matter will be reported to

the Department of Children and Families and to the SRO, or, in his/her absence, to the PPD Dispatch.

- C. In the interest of student safety, the person designated by the principal of the school shall report to the SRO assigned to any public school of the Escambia County School District, or in his/her absence, to the PPD Dispatch, whenever any school teacher or other school official or other member of a school staff has reason to believe that any one (1) or more of the following acts or omissions have occurred on school property, during school-sponsored transportation, or during school-sponsored activities:
1. A known or suspected felony offense, or if the perpetrator is a juvenile, any offense that would be a felony if committed by an adult, including, but not limited to, any sexual battery offense as defined in Section 794.011, Florida Statutes, and any lewd and lascivious conduct offense as defined in Section 800.04, Florida Statutes.
 2. A known or suspected misdemeanor offense, or, if the perpetrator is a juvenile, any offense that would be a misdemeanor if committed by an adult, involving violence or threat to commit an offense of violence, including, but not limited to, disorderly conduct, simple assault or battery, and affray.
 3. Any possession or transfer of any controlled substance or other contraband item.
 4. Known or suspected child abuse by someone other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare.
 5. Known or suspected juvenile sexual abuse, that is, any sexual behavior which occurs without consent, without equality, or as a result of coercion, as those terms are defined in Section 39.01(41), Florida Statutes.
 6. Any act of high school hazing as defined in Section 1006.135, Florida Statutes.
 7. Any known or suspected student bullying, cyberbullying or harassment, as those terms are defined in Section 1006.147, Florida Statutes.
 8. A fatality or serious injury of any person.
 9. A missing or abducted student.

10. Possession of a weapon and/or discharge or display of a weapon.
11. Any suicide attempt or information regarding a student's suicidal or homicidal threats or ideations or threat to harm others.
12. Any major bus disturbance or bus accident.
13. Any fire or suspected harmful chemical or biological release.
14. Any suspected site reconnaissance or surveillance.
15. Any intruder or other suspicious person or suspicious items.
16. Any building structural collapse.
17. Any other matter that may pose a threat to school safety.

D. The foregoing reporting requirement is mandatory

1. The SRO must notify the principal as soon as practical after taking a report. The SRO and the PPD will take law enforcement action as appropriate.
2. Nothing in this agreement shall be construed to impair or restrict activities otherwise appropriate by SROs within that officer's authority as a certified law enforcement officer.
3. School officials will assist and cooperate with law enforcement in the investigation of incidents reported to the SRO or the PPD pursuant to this agreement. Should it become necessary to conduct formal law enforcement interviews with students, the SRO or other investigator shall adhere to ECSB policy, PPD policy, and legal requirements with regard to such interview. If there is a conflict between the ECSB policy and the PPD policy or legal requirements, then the PPD policy or legal requirements shall prevail.
4. Any conduct or incident that is either a serious breach of conduct, or a very serious breach of conduct, as set forth in the Escambia County School District Students Rights and Responsibilities Handbook but does not fall into one of the categories listed above, may, in the discretion of the principal, be handled by school officials without filing a report with the SRO or law enforcement. The SRO receiving information will either write an offense report and generate a complaint number when a crime is committed or will generate an incident through communications and provide a CAD number to the school.

E. The POC for the ECSB shall be:

Kyle Kinser, Director of Protection Services
KKinser@ecsdfl.us
(850) 469-5421

ARTICLE IV

FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM

- A. The ECSB and the PPD agree to share equally (50% each) in the personnel related costs associated with the SRO Program, as agreed upon and set forth in Appendix A. In addition, the ECSB will pay 50% of the costs associated with the SRO's attendance at State or National conferences.
- B. The ECSB's share, not to exceed \$529,522 shall be reimbursed to the PPD on a pro-rated basis over the 2026-2027 school year, payable within 30 days of receipt of the invoice and based on actual cost identified on a detailed invoice provided by the PPD's finance department and verified by the District. Upon execution of this agreement, the ECSB shall immediately pay the PPD the prorated portion of such reimbursement for those months of the 2026-2027 school year already completed at the time of execution. In the event the SROs assigned to this program work over and above their normal workday as a result of this agreement, the ECSB shall be responsible for reimbursement of those costs associated with such overtime. All overtime in excess of the normal workday under this contract would need to be approved by the listed POC of the District in order to be considered for payment under this contract.

ARTICLE V

EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER

SROs shall remain employees of the PPD and not be considered contract employees of the ECSB. The ECSB and the PPD acknowledge that the SROs shall remain responsive to the authority of the PPD chain of command. The PPD office warrants that all SROs meet requirements as described in Section 1012.32, Florida Statutes. PPD shall maintain all training records for SROs in the same manner as PPD maintains all law enforcement training records.

ARTICLE VI

Appointment of SROs will be made by the Chief of Police per the PPD policy. The

Chief of Police and his designated SRO staff, in coordination with the Superintendent of Schools, will determine which schools have the greater need for SROs. The Chief of Police will assign officers to the schools based upon many factors including, but not limited to, seniority, experience as an SRO, and conflicts or potential conflicts of interest (i.e., personal relationships with administrators, students, and/or teachers). Placement of individual SROs to a specific school will be made by the Chief of Police after considering the needs and request of the Superintendent of Schools.

In the event of an extended absence, the PPD administration will provide notification to the Superintendent of Schools' POC anytime an assigned SRO is approved temporary duty, training, extended leave, or other collateral responsibilities which required an absence away from their assigned school.

ARTICLE VII

DISMISSAL OF SCHOOL RESOURCE OFFICER; REPLACEMENT

- A. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend to the Superintendent of Schools that the SRO be removed from the program and state the reasons in writing.
 1. Within a reasonable time after receiving the recommendation from the principal, the Superintendent or his designee shall advise the Chief of Police of the principal's request.
 2. If the Chief of Police so desires, the Superintendent and the Chief of Police, or their designees, shall meet with the SRO to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present.
 3. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved, then the SRO shall be removed from the program at the school and a replacement shall be established.
 4. In the event mediation is not sought by the Chief of Police then the SRO shall be removed from the SRO Program at the school and a replacement shall be established.
- B. The PPD may dismiss or reassign an SRO based upon agency rules and regulations within the discretion of the Chief of Police.

- C. In the event of resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the PPD shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the PPD will select a permanent replacement for the SRO position.

ARTICLE VIII

BEGINNING AND ENDING DUTY DATES

SROs will report for duty at each assigned school on two (2) teacher planning days prior to the 2026-2027 school session. Their last day at each school will be the last day for students but includes graduation dates at the end of the 2026-2027 school year, or a date to be determined by the ECSB.

ARTICLE IX

HOLD HARMLESS AGREEMENT

It is hereby acknowledged that the SROs are assigned pursuant to the provisions of this agreement are employees of the employing law enforcement agency and not employees of the ECSB.

To the extent permitted by Florida law, and within the limits of liability set forth in Section 768.28, Florida Statutes, the City of Pensacola agrees to hold the ECSB harmless from any and all claims, damages, and judgments in connection with loss of life, bodily or personal injury, or property damage resulting from the actions of law enforcement officers employed and assigned pursuant to this agreement who are acting within the scope of their law enforcement responsibilities.

To the extent permitted by Florida law, and within the limits of liability of Section 768.28, Florida Statutes, the ECSB shall hold the City of Pensacola harmless from all claims, damages, and judgments in connection with loss of life, bodily or personal injury, or property damage resulting from the actions of any employee, representative, or agent of the ECSB.

No provision of this agreement to provide SRO services is intended to expand, enlarge, diminish, limit, waive, or alter in any way the scope of responsibility, liability, immunities, or defenses which each signatory public agency has or may have for itself, its agents, or its employees. By entering into this agreement, neither signatory agency intends that any third-party beneficiary be created by execution of this agreement. In the event that any claim, action, lawsuit, or other proceeding is

brought by a third party against one or both of the signatory agencies hereto, the costs of defense shall be borne separately by the agency or agencies so charged.

ARTICLE X

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon a ninety (90) day written notice that either party has failed to substantially perform in accordance with the terms and conditions of this agreement. This agreement may be terminated without cause by either party upon a one hundred eighty (180) day written notice. Termination of this agreement may only be accomplished as provided herein. In the event this agreement is terminated, compensation will be made to the PPD for all services performed to the date of termination. The ECSB shall be entitled to a prorated refund for that period of time when SRO services are not provided because of the termination of this agreement.

ARTICLE XI

GOOD FAITH

The ECSB, the PPD, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the PPD or their designees.

ARTICLE XII

MODIFICATION

This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

ARTICLE XIII

NON-ASSIGNMENT

This agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the ECSB and the PPD is

obtained.

ARTICLE XIV

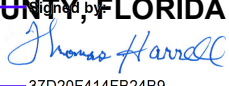
MERGER

This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

THE SCHOOL BOARD OF ESCAMBIA
COUNTY, FLORIDA


37D20F414FB24B9...
Thomas Harrell, Board Chair

DATE: 7/24/2026 | 1:08 PM CDT

DocuSigned by:

49386E2EC066436...
ATTEST: Keith Leonard, Superintendent

DATE: 7/24/2026 | 1:28 PM CDT

APPROVED AS TO FORM:


Ellen Odom, School Board Attorney

DATE: 6/29/26

THE CITY OF PENSACOLA, FLORIDA

D.C. Reeves, Mayor

DATE:

ATTEST: Ericka L. Burnett, City Clerk

DATE:

PENSACOLA POLICE DEPARTMENT

Eric Winstrom, Chief of Police

DATE: 7/29/26

APPROVED AS TO FORM:

City Attorney

DATE:

DS





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-866

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FISCAL YEAR 2026-2027 IN SUPPORT AND PARTNERSHIP OF SAFE SCHOOLS
MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF ESCAMBIA
COUNTY, FLORIDA, AND THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That City Council approve a Memorandum of Understanding between the Pensacola Police Department and the School Board of Escambia County for the purpose of providing protection and safety to the students and staff at all School Board of Escambia County schools located in the City of Pensacola. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #3: Support for Youth Experiences.

Florida Statute §1006.12 governs School Resource Officer (SRO) Programs, which are a cooperative agreement between the district school board and any law enforcement agency. In

part, the law states that SROs shall be certified law enforcement officers, as defined in §943.10(1), who are employed by a law enforcement agency. The powers and duties of the law enforcement officer shall continue throughout the employee's tenure as an SRO. SROs shall abide by district school board policies and shall consult with and coordinate activities through the school principal but shall be responsible to the law enforcement agency in all matters relating to employment, subject to agreements between the district school board and the law enforcement agency. Activities conducted by the SRO that are part of the regular instructional program of the school shall be under the direction of the school principal.

The Pensacola Police Department (PPD) will assist the Escambia County School Board with obligations regarding "safe school" criteria as described in §1006.12, Florida Statute, such as officers on campus at ECSB elementary schools; participate in emergency drills, procedures and training; conduct safety assessments; review safety procedures and policies; and participate in Threat Assessment Team meetings.

The parties desire to enter into a memorandum of understanding setting forth the terms, conditions, and responsibilities of a coordinated and collective effort to continue the School Resource Officer Program and have determined that such an agreement to accomplish the purposes, as set forth herein, involves appropriate public expenditures to achieve important public purposes.

There is no cost to PPD for this program. Staffing is by off-duty officers who are paid directly by the schools.

PRIOR ACTION:

September 11, 2025 – The City Council approved the Partnership of Safe Schools Memorandum of Understanding between the School Board of Escambia County, Florida, and Pensacola Police Department for Fiscal Year 2025-2026.

FUNDING:

N/A

FINANCIAL IMPACT:

No financial impact to PPD - these are off-duty jobs paid by the school(s) directly to the officer.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

7/28/2026

STAFF CONTACT:

David Stafford, City Administrator
Eric Winstrom, Chief of Police

ATTACHMENTS:

1. School Board of Escambia County, Florida Safe Schools MOU 2026-2027

PRESENTATION: No

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PENSACOLA POLICE DEPARTMENT
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
IN SUPPORT AND PARTNERSHIP OF SAFE SCHOOLS

The Pensacola Police Department (“PPD”) and the School Board of Escambia County (“ECSB”) enter into this Memorandum of Understanding (“MOU”) to memorialize their commitment to the protection and safety of students and staff at all School Board of Escambia County schools located within the City of Pensacola and to express the intent and cooperation of PPD to assist the ECSB in its obligations regarding “safe school” criteria as described in section 1006.12, Florida Statutes.

Both Parties Agree:

PPD will continue to provide offering of off duty details for PPD officers who meet “safe school” officer statutory criteria to sign up to provide a safe school officer on campus each school day at ECSB elementary schools located within the City of Pensacola. In the event that an off-duty detail is not filled or if an emergency situation arises where an officer will not be on a campus, the PPD will immediately notify the ECSB point of contact (“POC”). The POCs for both agencies shall be the same as those listed in the SRO Agreement.

PPD will participate, upon request, in ECSB emergency drills and emergency procedure trainings related to any law enforcement related response to the ECSB schools located within the City of Pensacola. This participation will include assistance, upon request, in implementation of school safety and emergency procedures related to a law enforcement response.

PPD will participate, upon request, in conducting safety assessments of ECSB schools and in the development and review of ECSB safety procedures and policies of ECSB schools located within the City of Pensacola.

PPD will participate in all Threat Assessment Team meetings at ECSB schools located within the City of Pensacola, upon notification by a school of a scheduled Threat Assessment Team meeting.

This Agreement is entered into upon the date of signature by the last party and is effective from July 1, 2026 through June 30, 2027.

Signed, sealed, and delivered in the presence of:

**THE SCHOOL BOARD OF ESCAMBIA
COUNTY, FLORIDA**

Signed by:

37D20F414FB24B9...

Thomas Harrell, Board Chair

7/24/2026 | 1:09 PM CDT

DATE: _____

THE CITY OF PENSACOLA, FLORIDA

D.C. Reeves, Mayor

DATE: _____

ATTEST:
Keith Leonard, Superintendent

7/24/2026 | 1:28 PM CDT

DATE: _____

ATTEST:
Ericka L. Burnett, City Clerk

DATE: _____

APPROVED AS TO FORM:


Ellen Odom, School Board Attorney

6/29/26

DATE: _____

PENSACOLA POLICE DEPARTMENT

Eric Winstrom, Chief of Police

DATE: 7/29/26

APPROVED AS TO FORM:

Assistant City Attorney

DATE: _____

DS

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD
JUL 21 2026
VERIFIED BY RECORDING SECRETARY



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-966

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Casey Jones, Council Member

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$500 to The Eastside Neighborhood Improvement Association 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.

The Eastside Neighborhood is centrally located within the City of Pensacola. It is centered roughly around the Martin Luther King, Jr. Drive and Davis Street corridor and bounded by Baars Street to the North, Cervantes Street to the South, Hayne Street to the west and between 6th and 9th Avenues to the east. The Eastside Neighborhood is contained within the East King Tract, one of several land grants awarded to prominent citizens during Spanish Rule. The Association was planning to hold a neighborhood community social event on

August 29, 2026, organized to bring together residents of all ages to strengthen relationships, promote neighborhood pride and encourage greater community involvement. However, due to unforeseen circumstances, that event will be rescheduled for sometime in either September or October 2026. Funds will be used to offset 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: \$ 20,900 District 3 Discretionary Funds

Actual: \$ 500 Eastside Neighborhood Improvement Association

FINANCIAL IMPACT:

A balance of \$20,900 is currently within the District 3 Discretionary Fund Account . Upon approval by City Council, a balance of \$20,400 will remain in the District 3 Discretionary Fund Account.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: 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 #: 26-615

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL
MODERNIZATION AND EXPANSION SSCP

RECOMMENDATION:

That City Council approve the acceptance of the Federal Aviation Administration Airport Terminals Program ("ATP") Grant for Terminal Modernization and Expansion in the amount of \$9,000,000 with a \$473,685 local match requirement for a total grant value of \$9,473,685. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Pensacola International Airport is eligible to compete for grants in aid from the Federal Aviation Administration ("FAA") to help cover the costs of the Airport's Terminal Modernization and

Expansion project. These competitive grants are offered under the FAA's Airport Terminal Program ("ATP") as a Discretionary Grant for airport terminal development projects that focus on addressing the aging infrastructure of the nation's airports and helps to build, modernize and upgrade airport facilities.

Airport staff works with FAA personnel to identify projects that would rank well under the competitive nature of the grant and submits pre-applications and applications to the FAA accordingly. For this year, Airport staff, working with the FAA Airports District Office, identified the costs for the Airport to modernize and expand the Airport's Security Screening Checkpoint.

On January 15, 2026, Airport staff submitted a grant application to the FAA for the Security Screening Checkpoint Expansion ("SSCP") construction. The proposed project will expand the existing security screening checkpoint by approximately 8,406 square feet through new construction over the existing baggage make-up area, add an additional screening lane for a total of six, provide expanded queuing space to reduce recurring congestion that currently extends into administrative areas, and add new restrooms. In response to the application filed by Airport staff, the FAA has offered a grant in the amount of \$9,000,000.

The FAA anticipates the release of the grant agreement for signature by September 1, 2026 and is requiring a two-week turnaround for signatures. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied confirmation of support for this project through their Airport Terminal Program site. Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to accept and execute this grant based on the FAA Airport Terminal Program site.

PRIOR ACTION:

May 25, 2023 – City Council approved Resolution No. 2023-032 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved Supplemental Budget Resolution No. 2023-033 in the amount of \$2,000,000 for the Public Transportation Grant Agreement No. 452606-1-A801 with

the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

July 20, 2023 – City Council awarded a contract to EXP U.S. Services, Inc. for professional engineering and architectural services related to passenger terminal facility expansion at the Airport requested through RFQ #23-016.

October 10, 2024 – City Council approved Resolution No. 2024-72 establishing the intent to be reimbursed from proceeds of a future tax-exempt financing for the costs of the design and construction of the terminal expansion and renewal at the Airport in an amount not to exceed \$140 million.

February 13, 2025 – City Council approved Resolution No. 2025-4 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved Supplemental Budget Resolution No. 2025-5 in the amount of \$5,000,000 for the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved the selection of the underwriting syndicate for the Airport System Revenue Bonds, Series 2025 composed of Bank of America Securities, Inc. as the senior managing underwriter and PNC Capital Markets LLC and Raymond James & Associates as co-managing underwriters.

March 13, 2025 – City Council approved the selection of Archer Western Construction, LLC (“Archer Western”) as the best and most qualified firm under City of Pensacola Request for Qualifications No. 25-004 for Professional Construction Management at Risk (CMAR) Services for the Terminal Building Expansion Project at Pensacola International Airport (the “RFQ”) and authorize the Mayor to negotiate a contract between the City and Archer Western to provide such services.

June 12, 2025 – City Council approved the acceptance of the Federal Aviation Administration Airport Terminals Program (“ATP”) Grant No. 58 for Terminal Modernization and Expansion in the amount of \$4,000,000.

June 12, 2025 – City Council approved Supplemental Budget Resolution No. 2025-33 in the amount of \$4,000,000 for the Federal Aviation Administration Airport Terminals Program (“ATP”) Grant No. 58 for Terminal Modernization and Expansion in the amount of \$4,000,000.

September 11, 2025 - City Council held a public hearing regarding adoption of Resolution No. 2025-37 approving the issuance of the Series 2025 Bonds to finance the 2025 Projects, which include the Terminal Modernization and Expansion project.

September 11, 2025 - City Council adopted Resolution 2025-37 approving the issuance of the Series 2025 Bonds, in an amount not to exceed \$150,000,000 to finance the 2025 Projects, which include the Terminal Modernization and Expansion project.

July 18, 2026 - City Council approved the award of Bid No. 26-031, Terminal Apron Expansion for Pensacola International Airport to C.W. Roberts Contracting, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$7,845,951.00 plus a 10% contingency of \$784,595.10 for a total of \$8,630,546.10.

FUNDING:

Budget:	\$9,000,000	FAA ATP Grant 62 - Terminal Modernization and Expansion
	<u>473,685</u>	Airport System Revenue Bonds, Series 2025
	<u>\$9,473,685</u>	TOTAL
Actual:	<u>\$9,473,685</u>	Terminal Modernization and Expansion
	<u>\$9,473,685</u>	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. The matching funds are currently appropriated in the Airport within the Airport System Revenue Bonds, Series 2025 account. Adoption of the supplemental budget resolution will appropriate the grant funds.

Funds will be provided by FAA on a reimbursable basis.

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

8/18/2026

STAFF CONTACT:

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

ATTACHMENTS:

1. FAA Confirmation of Support
2. Supplemental Budget Resolution No. 2026-20
3. Supplemental Budget Explanation No. 2026-20
4. Project Area Sketch

PRESENTATION: No



Federal Aviation
Administration

[Home](#)

Infrastructure Investment and Jobs Act - Airport Terminals Program



BUILDING BETTER AIRPORT TERMINALS

Through the Infrastructure Investment and Jobs Act, a total of **\$5 billion has been allocated (\$1 billion annually from 2022-2026)** to provide competitive grants for airport terminal development projects that address the aging infrastructure of the nation's airports. These grants provide funding for safe, sustainable and accessible airport terminals, airport-owned airport traffic control towers, and on-airport rail and bus projects that improve multimodal connections, ensuring a safe and seamless travel experience for families across the U.S.

This interactive map shows how these funds are being invested.

Airport Terminals Program



Announced

2026 \$9,000,000



Selected Filters
Fiscal Year: 2026
State: Florida
City: Pensacola
Airport: Pensacola International Airport
Airport ID: PNS
Criteria: Multiple
Department Priorities:
Other Major Category:
Terminal
Status: Announced
Airport Size: Small

● Small

Filters
Fiscal Year 2026
State Florida
City Pensacola
Airport Pensacola International Airport
Airport ID PNS
Airport Size Small
Criteria (All)
Status Announced
☐ Show Family Friendly ☐ Show Cancelled
Click to reset filters

For full details on the IJIA selected projects and funding amounts, please visit the [Infrastructure Investment and Jobs Act Airport Terminal Program grants file](#).

**RESOLUTION
NO. 2026-20**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	Federal Grants	37,265,891
To:		
Reads	Federal Grants	46,265,891
As Reads	Capital Outlay	270,370,475
To:		
Reads	Capital Outlay	279,370,475

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

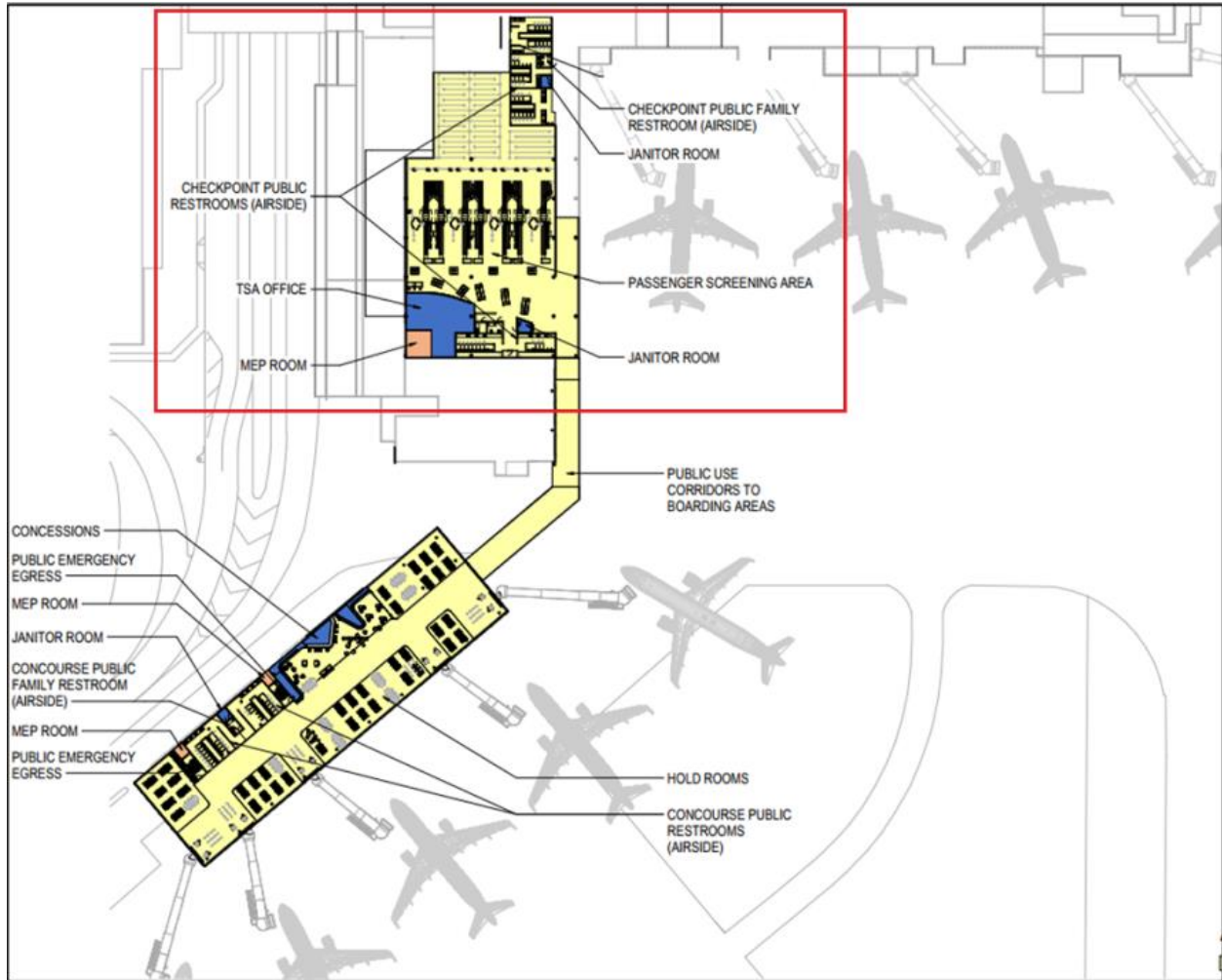
Attest:

City Clerk

THE CITY OF PENSACOLA
SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND
EXPANSION SSCP - RES NO. 2026-20

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	9,000,000	Increase Appropriation for Federal Grants - FAA Grant
Total Revenues	<u>9,000,000</u>	
Appropriations		
Capital Outlay	9,000,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>9,000,000</u>	

Project Area Sketch:





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-616

Agenda Conference

9/8/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-20 - AIRPORT - FEDERAL AVIATION
ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION SSCP

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-20.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Pensacola International Airport is eligible to compete for grants in aid from the Federal Aviation
Administration ("FAA") to help cover the costs of the Airport's Terminal Modernization and
Expansion project. These competitive grants are offered under the FAA's Airport Terminal
Program ("ATP") as a Discretionary Grant for airport terminal development projects that focus

on addressing the aging infrastructure of the nation's airports and helps to build, modernize and upgrade airport facilities.

Airport staff works with FAA personnel to identify projects that would rank well under the competitive nature of the grant and submits pre-applications and applications to the FAA accordingly. For this year, Airport staff, working with the FAA Airports District Office, identified the costs for the Airport to modernize and expand the Airport's Security Screening Checkpoint.

On January 15, 2026, Airport staff submitted a grant application to the FAA for the Security Screening Checkpoint Expansion ("SSCP") construction. The proposed project will expand the existing security screening checkpoint by approximately 8,406 square feet through new construction over the existing baggage make-up area, add an additional screening lane for a total of six, provide expanded queuing space to reduce recurring congestion that currently extends into administrative areas, and add new restrooms. In response to the application filed by Airport staff, the FAA has offered a grant in the amount of \$9,000,000.

The FAA anticipates the release of the grant agreement for signature by September 1, 2026 and is requiring a two-week turnaround for signatures. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied confirmation of support for this project through their Airport Terminal Program site. Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to accept and execute this grant based on the FAA Airport Terminal Program site.

PRIOR ACTION:

May 25, 2023 – City Council approved Resolution No. 2023-032 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved Supplemental Budget Resolution No. 2023-033 in the amount of \$2,000,000 for the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

July 20, 2023 – City Council awarded a contract to EXP U.S. Services, Inc. for professional engineering and architectural services related to passenger terminal facility expansion at the Airport requested through RFQ #23-016.

October 10, 2024 – City Council approved Resolution No. 2024-72 establishing the intent to be reimbursed from proceeds of a future tax-exempt financing for the costs of the design and construction of the terminal expansion and renewal at the Airport in an amount not to exceed \$140 million.

February 13, 2025 – City Council approved Resolution No. 2025-4 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved Supplemental Budget Resolution No. 2025-5 in the amount of \$5,000,000 for the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved the selection of the underwriting syndicate for the Airport System Revenue Bonds, Series 2025 composed of Bank of America Securities, Inc. as the senior managing underwriter and PNC Capital Markets LLC and Raymond James & Associates as co-managing underwriters.

March 13, 2025 – City Council approved the selection of Archer Western Construction, LLC (“Archer Western”) as the best and most qualified firm under City of Pensacola Request for Qualifications No. 25-004 for Professional Construction Management at Risk (CMAR) Services for the Terminal Building Expansion Project at Pensacola International Airport (the “RFQ”) and authorize the Mayor to negotiate a contract between the City and Archer Western to provide such services.

June 12, 2025 – City Council approved the acceptance of the Federal Aviation Administration Airport Terminals Program (“ATP”) Grant No. 58 for Terminal Modernization and Expansion in the amount of \$4,000,000.

June 12, 2025 – City Council approved Supplemental Budget Resolution No. 2025-33 in the amount of \$4,000,000 for the Federal Aviation Administration Airport Terminals Program

("ATP") Grant No. 58 for Terminal Modernization and Expansion in the amount of \$4,000,000.

September 11, 2025 - City Council held a public hearing regarding adoption of Resolution No. 2025-37 approving the issuance of the Series 2025 Bonds to finance the 2025 Projects, which include the Terminal Modernization and Expansion project.

September 11, 2025 - City Council adopted Resolution 2025-37 approving the issuance of the Series 2025 Bonds, in an amount not to exceed \$150,000,000 to finance the 2025 Projects, which include the Terminal Modernization and Expansion project.

July 18, 2026 - City Council approved the award of Bid No. 26-031, Terminal Apron Expansion for Pensacola International Airport to C.W. Roberts Contracting, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$7,845,951.00 plus a 10% contingency of \$784,595.10 for a total of \$8,630,546.10.

FUNDING:

Budget:	\$9,000,000	FAA ATP Grant 62 - Terminal Modernization and Expansion
	<u>473,685</u>	Airport System Revenue Bonds, Series 2025
	<u>\$9,473,685</u>	TOTAL
Actual:	<u>\$9,473,685</u>	Terminal Modernization and Expansion
	<u>\$9,473,685</u>	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds.

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

8/18/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator

Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-20
2. Supplemental Budget Explanation No. 2026-20
3. FAA Confirmation of Support
4. Project Area Sketch

PRESENTATION: No

**RESOLUTION
NO. 2026-20**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	Federal Grants	37,265,891
To:		
Reads	Federal Grants	46,265,891
As Reads	Capital Outlay	270,370,475
To:		
Reads	Capital Outlay	279,370,475

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

SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION SSCP - RES NO. 2026-20

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	9,000,000	Increase Appropriation for Federal Grants - FAA Grant
Total Revenues	<u>9,000,000</u>	
Appropriations		
Capital Outlay	9,000,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>9,000,000</u>	



**Federal Aviation
Administration**

[Home](#)

Infrastructure Investment and Jobs Act - Airport Terminals Program



BUILDING BETTER AIRPORT TERMINALS

Through the Infrastructure Investment and Jobs Act, a total of **\$5 billion has been allocated (\$1 billion annually from 2022-2026)** to provide competitive grants for airport terminal development projects that address the aging infrastructure of the nation's airports. These grants provide funding for safe, sustainable and accessible airport terminals, airport-owned airport traffic control towers, and on-airport rail and bus projects that improve multimodal connections, ensuring a safe and seamless travel experience for families across the U.S.

This interactive map shows how these funds are being invested.

Airport Terminals Program



Announced

2026 \$9,000,000



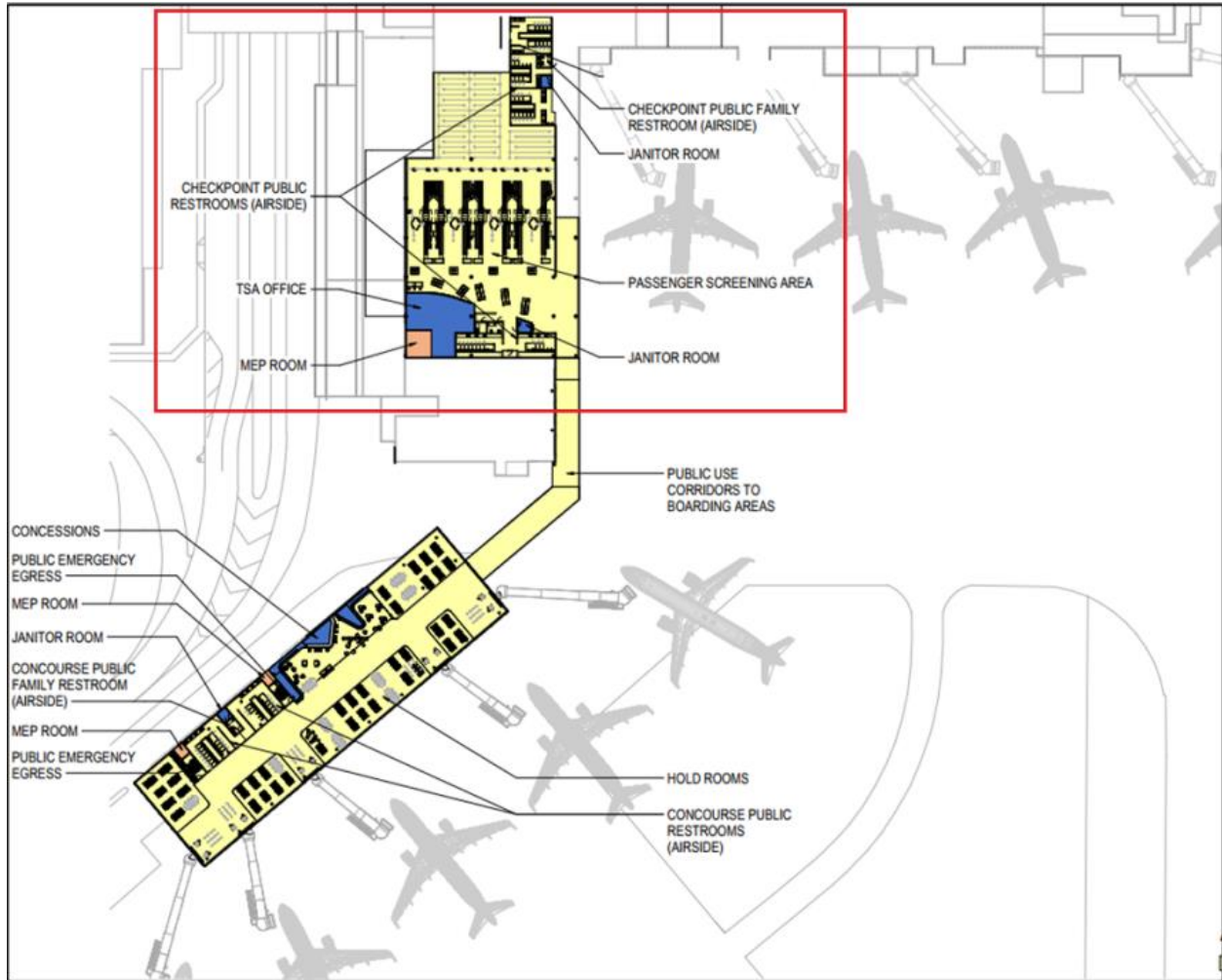
Selected Filters
 Fiscal Year: 2026
 State: Florida
 City: Pensacola
 Airport: Pensacola International Airport
 Airport ID: PNS
 Criteria: Multiple
 Department Priorities:
 Other Major Category:
 Terminal
 Status: Announced
 Airport Size: Small

● Small

Filters	
Fiscal Year	2026
State	Florida
City	Pensacola
Airport	Pensacola International Airport
Airport ID	PNS
Airport Size	Small
Criteria	(All)
Status	Announced
☐ Show Family Friendly	
☐ Show Cancelled	
Click to reset filters	

For full details on the IJIA selected projects and funding amounts, please visit the [Infrastructure Investment and Jobs Act Airport Terminal Program grants file](#).

Project Area Sketch:





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-954

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TAXIWAY A SOUTH
REHABILITATION

RECOMMENDATION:

That City Council approve the acceptance of the Federal Aviation Administration Airport Improvement Program Entitlement Grant for the rehabilitation of Taxiway A South in the amount of \$9,719,671 with a \$1,079,964 local match requirement for a total grant value of \$10,799,635. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Pensacola International Airport is eligible to receive annual grants in aid from the Federal Aviation Administration (FAA) to help cover the costs of certain safety, security, or capacity

projects needed for the ongoing operation and development of the facility. These grants, offered under the FAA's Airport Improvement Program ("AIP") as an entitlement grant, are allocated to airports based on passenger enplanements.

Airport staff works with FAA personnel to identify projects that qualify for AIP reimbursement and submits pre-applications and applications to the FAA accordingly. For this year, Airport staff, working with the FAA Airports District Office, identified the requirement for construction cost related to the rehabilitation of Taxiway A South as an Airport safety enhancement.

On June 12, 2026, Airport staff submitted a grant application to the FAA for the rehabilitation of Taxiway "A" South. The proposed project consists of the south half of Taxiway A to the end of Runway 35, including a mill and overlay of the existing asphalt pavement, new LED taxiway edge lights, new airfield signs, and pavement markings to address pavement that has reached the end of its usable life. In response to the application filed by Airport staff, the FAA has offered a multi-year grant in the amount of \$9,719,671. The grant is sequenced to include \$8,002,530 in fiscal year 2026 and \$1,717,141 in fiscal year 2027.

The FAA anticipates the release of the grant agreement for signature by September 1, 2026 and is requiring a two-week turnaround for signatures. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied confirmation of support for this project through email. Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to accept and execute this grant based on the FAA confirmation of support.

PRIOR ACTION:

September 12, 2024 - City Council approved the acceptance of an Airport Infrastructure Grant (AIG) with the Federal Aviation Administration for the Taxiway "A" Rehabilitation (South) - Design in the estimated amount of \$1,170,000.

October 10, 2024 - City Council approved the award of a contract to AtkinsRéalis USA, Inc. for professional engineering and architectural services related to the rehabilitation of Taxiway "A" South at Pensacola International Airport as published in RFQ No. 24-026.

FUNDING:

Budget:	\$9,719,671.00	FAA AIP Grant 60
	539,982.00	FDOT
	<u>539,982.00</u>	Airport Capital Funds
	<u>\$10,799,635.00</u>	TOTAL00
Actual:	<u>\$10,799,635.00</u>	Taxiway A South Rehabilitation
	<u>\$10,799,635.00</u>	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. The matching funds are currently appropriated in the Airport within the Capital Improvement Account. Adoption of the supplemental budget resolution will appropriate the grant funds.

Funds will be provided by FAA on a reimbursable basis.

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

8/18/2026

STAFF CONTACT:

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

ATTACHMENTS:

1. FAA Confirmation of Support
2. Supplemental Budget Resolution No. 2026-34
3. Supplemental Budget Explanation No. 2026-34
4. Project Area Sketch

PRESENTATION: No

Roy Remington

From: Martinez, Miguel (FAA) <Miguel.Martinez@faa.gov>
Sent: Tuesday, August 11, 2026 11:01 AM
To: Roy Remington
Cc: Laura Amentler; Mimi Tsai
Subject: RE: [EXTERNAL] Terminal Expansion Application (ATP)

 **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** 

Hi Roy,

Here's what I am showing for grants at PNS this year:

AIP 59 - Rehabilitate Taxiway A7 (Entitlements)
AIP 60 - Rehabilitate Taxiway A South (Entitlements)
AIP 61 - Expand Apron (AIG)
AIP 62 - Expand Terminal (ATP)
AIP 63 - Ground Vehicle VMAT (Discretionary)
AIP 64 - GPU/PCA/Boiler (Discretionary)

Miguel A. Martinez
Program Manager

Orlando Airports District Office
8427 Southpark Circle, Suite 524
Orlando, Florida 32819-9058
Telephone: 407-487-7235
Fax: 407-487-7135

**RESOLUTION
NO. 2026-34**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	Federal Grants	46,265,891
To:		
Reads	Federal Grants	55,985,562
As Reads	Capital Outlay	279,370,475
To:		
Reads	Capital Outlay	289,090,146

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:

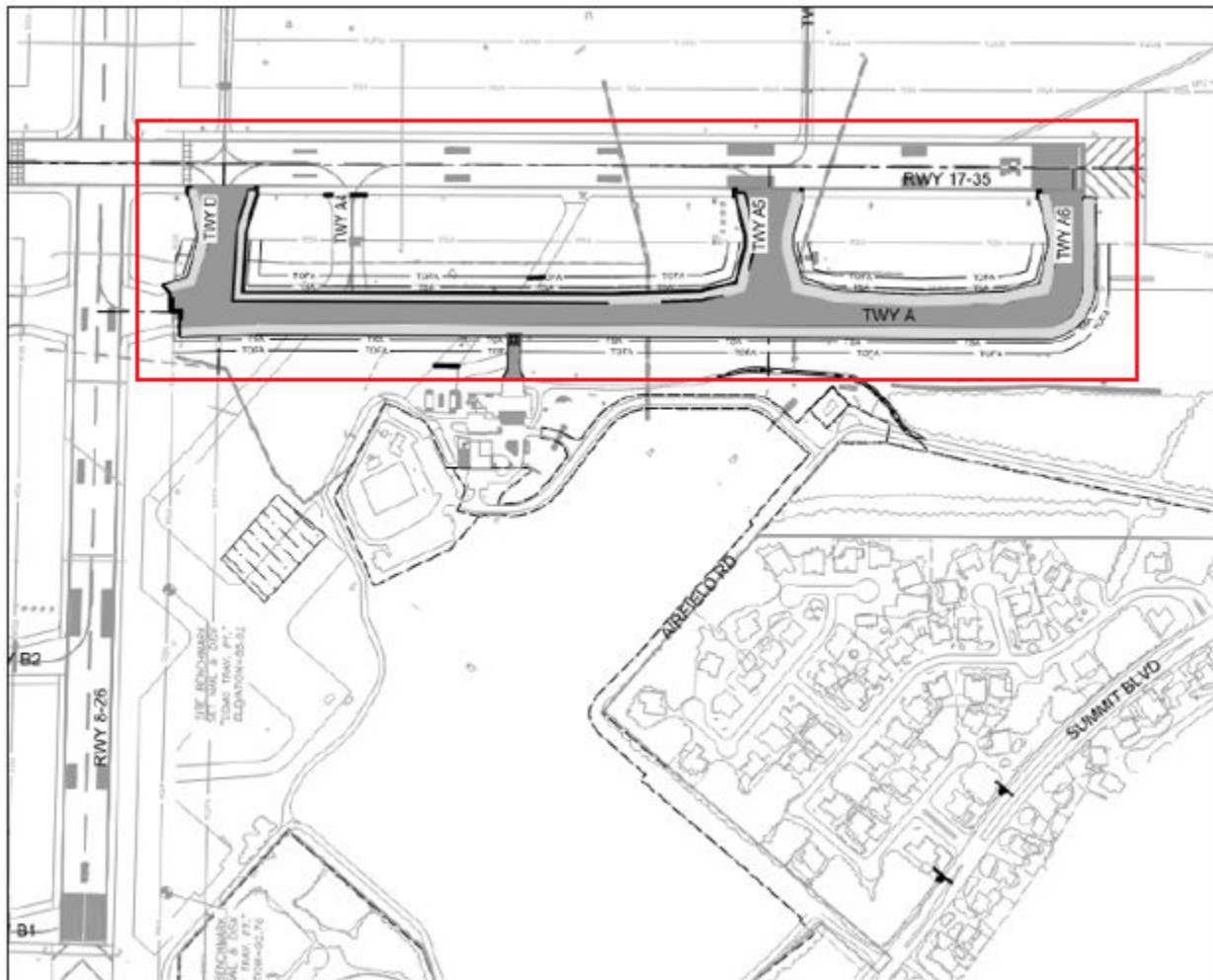
City Clerk

THE CITY OF PENSACOLA

SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TAXIWAY A SOUTH REHABILITATION - RES NO. 2026-34

FUND		AMOUNT	DESCRIPTION
AIRPORT FUND			
Estimated Revenues			
Federal Grants		9,719,671	Increase Appropriation for Federal Grants - FAA Grant - Taxiway A
Total Revenues		<u>9,719,671</u>	
Appropriations			
Capital Outlay		9,719,671	Increase appropriation for Capital Outlay
Total Appropriations		<u>9,719,671</u>	

Project Area Sketch:





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-957

Agenda Conference

9/8/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-34 - AIRPORT - FEDERAL AVIATION
ADMINISTRATION GRANT - TAXIWAY A SOUTH REHABILITATION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-34.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Pensacola International Airport is eligible to receive annual grants in aid from the Federal
Aviation Administration (FAA) to help cover the costs of certain safety, security, or capacity
projects needed for the ongoing operation and development of the facility. These grants,
offered under the FAA's Airport Improvement Program ("AIP") as an entitlement grant, are

allocated to airports based on passenger enplanements.

As part of the annual budget process, Airport staff works with FAA personnel to identify projects that qualify for AIP reimbursement and submits pre-applications and applications to the FAA accordingly. For this year, Airport staff, working with the FAA Airports District Office, identified the requirement for construction cost related to the rehabilitation of Taxiway A South as an Airport safety enhancement.

On June 12, 2026, Airport staff submitted a grant application to the FAA for the rehabilitation of Taxiway "A" South. The proposed project consists of the south half of Taxiway A to the end of Runway 35, including a mill and overlay of the existing asphalt pavement, new LED taxiway edge lights, new airfield signs, and pavement markings to address pavement that has reached the end of its usable life. In response to the application filed by Airport staff, the FAA has offered a multi-year grant in the amount of \$9,719,671. The grant is sequenced to include \$8,002,530 in fiscal year 2026 and \$1,717,141 in fiscal year 2027.

The FAA anticipates the release of the grant agreement for signature by September 1, 2026 and is requiring a two-week turnaround for signatures. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied confirmation of support for this project through email. Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to accept and execute this grant based on the FAA confirmation of support.

PRIOR ACTION:

September 12, 2024 - City Council approved the acceptance of an Airport Infrastructure Grant (AIG) with the Federal Aviation Administration for the Taxiway "A" Rehabilitation (South) - Design in the estimated amount of \$1,170,000.

October 10, 2024 - City Council approved the award of a contract to AtkinsRéalis USA, Inc. for professional engineering and architectural services related to the rehabilitation of Taxiway "A" South at Pensacola International Airport as published in RFQ No. 24-026.

FUNDING:

Budget: \$9,719,671.00 FAA AIP Grant 60

539,982.00	FDOT
<u>539,982.00</u>	Airport Capital Funds
<u>\$10,799,635.00</u>	TOTAL

Actual:	<u>\$10,799,635.00</u>	Taxiway A South Rehabilitation
	<u>\$10,799,635.00</u>	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds.

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

8/18/2026

STAFF CONTACT:

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

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-34
2. Supplemental Budget Explanation No. 2026-34
3. FAA Confirmation of Support
4. Project Area Sketch

PRESENTATION: No

**RESOLUTION
NO. 2026-34**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	Federal Grants	46,265,891
To:		
Reads	Federal Grants	55,985,562
As Reads	Capital Outlay	279,370,475
To:		
Reads	Capital Outlay	289,090,146

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

SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TAXIWAY A SOUTH REHABILITATION - RES NO. 2026-34

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	9,719,671	Increase Appropriation for Federal Grants - FAA Grant - Taxiway A
Total Revenues	<u>9,719,671</u>	
Appropriations		
Capital Outlay	9,719,671	Increase appropriation for Capital Outlay
Total Appropriations	<u>9,719,671</u>	

Roy Remington

From: Martinez, Miguel (FAA) <Miguel.Martinez@faa.gov>
Sent: Tuesday, August 11, 2026 11:01 AM
To: Roy Remington
Cc: Laura Amentler; Mimi Tsai
Subject: RE: [EXTERNAL] Terminal Expansion Application (ATP)

 **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** 

Hi Roy,

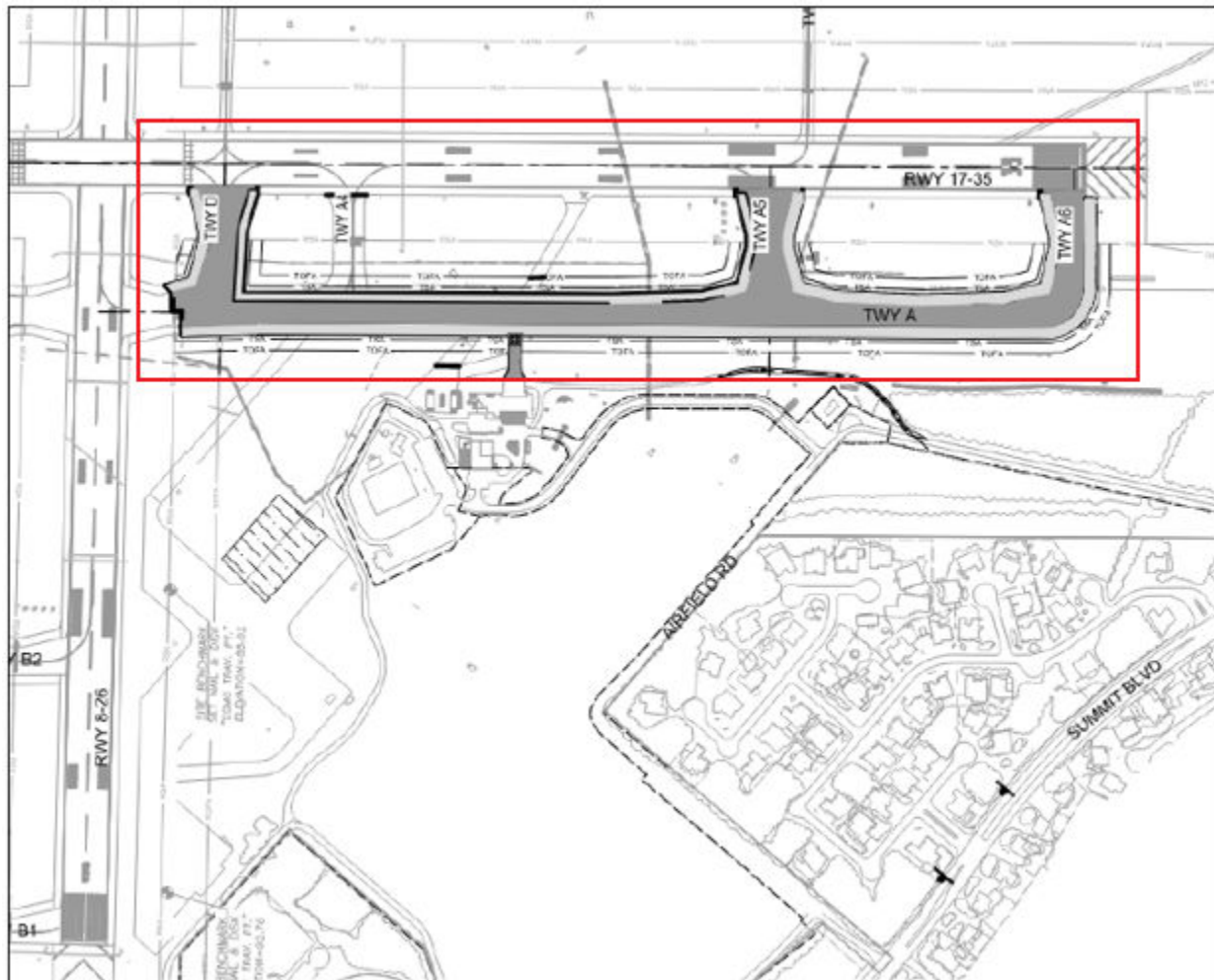
Here's what I am showing for grants at PNS this year:

AIP 59 - Rehabilitate Taxiway A7 (Entitlements)
AIP 60 - Rehabilitate Taxiway A South (Entitlements)
AIP 61 - Expand Apron (AIG)
AIP 62 - Expand Terminal (ATP)
AIP 63 - Ground Vehicle VMAT (Discretionary)
AIP 64 - GPU/PCA/Boiler (Discretionary)

Miguel A. Martinez
Program Manager

Orlando Airports District Office
8427 Southpark Circle, Suite 524
Orlando, Florida 32819-9058
Telephone: 407-487-7235
Fax: 407-487-7135

Project Area Sketch:





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-972

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - AWARD OF BID NO. 26-036 - TAXIWAY A SOUTH REHABILITATION AT PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council award Bid No. 26-036, Taxiway A South Rehabilitation to Panhandle Grading and Paving, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$9,998,752.39 plus a 10% contingency of \$999,875.24 for a total of \$10,998,627.63. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

On May 12, 2026, the City solicited Bid No. 26-036 for the Taxiway A South Rehabilitation at Pensacola International Airport. The proposed project consists of the south half of Taxiway A to the end of Runway 35, including a mill and overlay of the existing asphalt pavement, new

LED taxiway edge lights, new airfield signs, and pavement markings to address pavement that has reached the end of its usable life.

On June 11, 2026, bids closed, and the City received three (3) responsive bidders. The City intends to award the contract to Panhandle Grading and Paving, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$9,998,752.39 plus a 10% contingency of \$999,875.24 for a total of \$10,998,627.63. Funding will be through a combination of FAA, Florida Department of Transportation (FDOT), and local match and would cover construction as well as construction administration services.

PRIOR ACTION:

September 12, 2024 - City Council approved the acceptance of an Airport Infrastructure Grant (AIG) with the Federal Aviation Administration for the Taxiway "A" Rehabilitation (South) - Design in the estimated amount of \$1,170,000.

October 10, 2024 - City Council approved the award of a contract to AtkinsRéalis USA, Inc. for professional engineering and architectural services related to the rehabilitation of Taxiway "A" South at Pensacola International Airport as published in RFQ No. 24-026.

FUNDING:

Budget:	\$9,719,671.00	FAA AIP Grant 60
	539,982.00	FDOT
	<u>1,539,856.63</u>	Airport Capital Funds
	<u>\$11,799,509.63</u>	TOTAL
Actual:	\$9,998,752.39	Taxiway A South Rehabilitation Construction
	999,875.24	Taxiway A South Rehabilitation Construction Contingency
	<u>800,882.00</u>	Construction Administration (Estimate)
	<u>\$11,799,509.63</u>	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. Pensacola International Airport routinely request grant funding from the FDOT as part of a five-year work program. In anticipation of the grant, funding has been appropriated in the Airport's state grant account and the Airport's capital improvement account. Adoption of

Supplemental Budget Resolution No. 2026-34 will appropriate the FAA grant funds.

Funds will be provided by FAA and FDOT on a reimbursable basis.

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

8/18/2026

STAFF CONTACT:

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

ATTACHMENTS:

1. Notice of Intent
2. Tabulation of Bids
3. Project Area Sketch

PRESENTATION: No



TO: Respondents to Bid No. 26-036, Taxiway A South at Pensacola International Airport

FROM: Dedria Lunderman, Purchasing Manager

SUBJ: Notice of Intent to Award

The City of Pensacola intends to award the contract to Panhandle Grading and Paving, Inc., as indicated in the attached tabulation. Thank you for your interest in the City's project. This notice serves as the City's notice of intent to award.

Protest of the intent to award must be in writing and received in the Purchasing Office within five business days, no later than 10:00 A.M. on July 22, 2026. Protest must be delivered to:

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

A detailed explanation of the protest must specify each and every one of the grounds asserted for the protest. It must be signed by an individual authorized to represent the bidder, and must cite the law, rule, local ordinance, procedure or solicitation 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.

We hope that you will be able to participate in future opportunities with the City.

cc: Matt Coughlin, Airport Director, Pensacola International Airport, City of Pensacola
Roy Remington, Deputy Airport Director, Pensacola International Airport, City of Pensacola
Mimi Tsai, Airport Director of Planning & Engineering, Pensacola International Airport, City of Pensacola



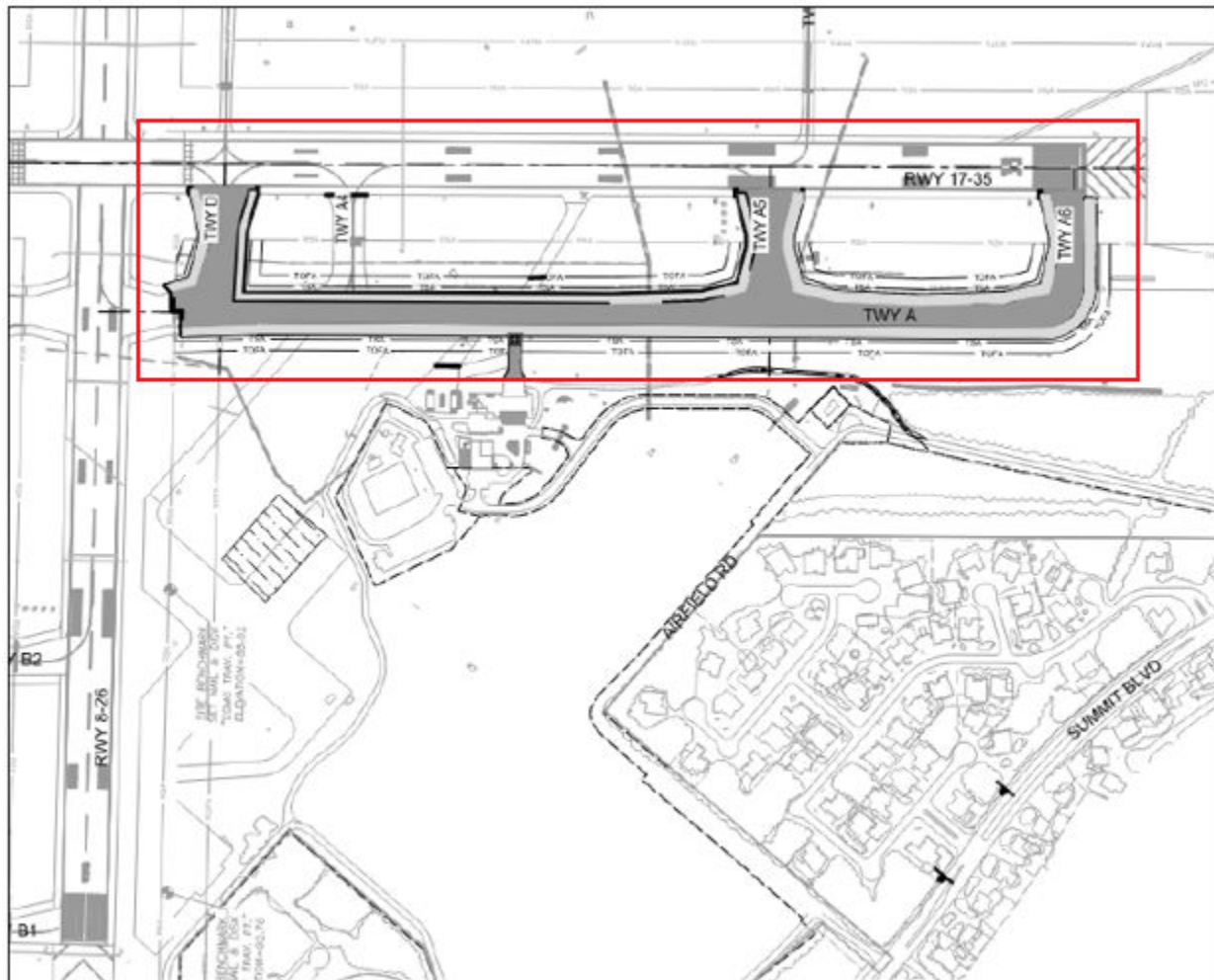
TABULATION OF BIDS

ITB No: 26-036

TITLE: TAXIWAY A SOUTH REHABILITATION AT PENSACOLA INTERNATIONAL AIRPORT

Submittals Due: 06/11/2026, 2:30 PM Department: AIRPORT	PANHANDLE GRADING AND PAVING, INC. Pensacola, FL	ROADS, INC., OF NWF Cantonment, FL	C. W. ROBERTS CONTRACTING, INC. Pensacola, FL
Base Bid	\$9,998,752.39	\$10,575,655.68	\$11,287,468.45

Project Area Sketch:





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-953

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL APRON
EXPANSION

RECOMMENDATION:

That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant for the construction of the Terminal Apron Expansion in the amount of \$6,009,997 with a \$667,778 local match requirement for a total grant value of \$6,667,775. 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:

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

Pensacola International Airport is eligible to receive annual grants in aid from the Federal Aviation Administration (FAA) to help cover the costs of certain safety, security, or capacity projects needed for the ongoing operation and development of the facility. These grants,

offered under the FAA's Airport Improvement Program ("AIP") as an Airport Infrastructure Grant (AIG), are allocated to airports based on passenger enplanements.

As part of the annual budget process, Airport staff works with FAA personnel to identify projects that qualify for AIG reimbursement and submits pre-applications and applications to the FAA accordingly. For this year, Airport staff, working with the FAA Airports District Office, identified the requirement for construction cost related to the terminal apron expansion as an Airport capacity enhancement.

On May 30, 2026, Airport staff submitted a grant application to the FAA for the construction of the Passenger Terminal Apron. The project supports the airport's Terminal Modernization and Expansion program by expanding the existing Air Carrier Ramp to the West Remain Over Night apron to accommodate the future 5-gate concourse. In response to the application filed by Airport staff, the FAA has offered a grant in the amount of \$6,009,997.

The FAA anticipates the release of the grant agreement for signature by September 1, 2026 and is requiring a two-week turnaround for signatures. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied confirmation of support for this project through their Airport Infrastructure Grant Program site. Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to accept and execute this grant based on the FAA Airport Infrastructure Grant Program site.

PRIOR ACTION:

May 25, 2023 – City Council approved Resolution No. 2023-032 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved Supplemental Budget Resolution No. 2023-033 in the amount of \$2,000,000 for the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

July 20, 2023 – City Council awarded a contract to EXP U.S. Services, Inc. for professional engineering and architectural services related to passenger terminal facility expansion at the Airport requested through RFQ #23-016.

October 10, 2024 – City Council approved Resolution No. 2024-72 establishing the intent to be reimbursed from proceeds of a future tax-exempt financing for the costs of the design and construction of the terminal expansion and renewal at the Airport in an amount not to exceed \$140 million.

February 13, 2025 – City Council approved Resolution No. 2025-4 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved Supplemental Budget Resolution No. 2025-5 in the amount of \$5,000,000 for the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved the selection of the underwriting syndicate for the Airport System Revenue Bonds, Series 2025 composed of Bank of America Securities, Inc. as the senior managing underwriter and PNC Capital Markets LLC and Raymond James & Associates as co-managing underwriters.

March 13, 2025 – City Council approved the selection of Archer Western Construction, LLC (“Archer Western”) as the best and most qualified firm under City of Pensacola Request for Qualifications No. 25-004 for Professional Construction Management at Risk (CMAR) Services for the Terminal Building Expansion Project at Pensacola International Airport (the “RFQ”) and authorize the Mayor to negotiate a contract between the City and Archer Western to provide such services.

June 12, 2025 – City Council approved the acceptance of the Federal Aviation Administration Airport Terminals Program (“ATP”) Grant No. 58 for Terminal Modernization and Expansion in the amount of \$4,000,000.

June 12, 2025 – City Council approved Supplemental Budget Resolution No. 2025-33 in the amount of \$4,000,000 for the Federal Aviation Administration Airport Terminals Program (“ATP”) Grant No. 58 for Terminal Modernization and Expansion in the amount of \$4,000,000.

September 11, 2025 - City Council held a public hearing regarding adoption of Resolution No. 2025-37 approving the issuance of the Series 2025 Bonds to finance the 2025 Projects, which include the Terminal Modernization and Expansion project.

September 11, 2025 - City Council adopted Resolution 2025-37 approving the issuance of the Series 2025 Bonds, in an amount not to exceed \$150,000,000 to finance the 2025 Projects, which include the Terminal Modernization and Expansion project.

July 18, 2026 - City Council approved the award of Bid No. 26-031, Terminal Apron Expansion for Pensacola International Airport to C.W. Roberts Contracting, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$7,845,951.00 plus a 10% contingency of \$784,595.10 for a total of \$8,630,546.10.

FUNDING:

Budget:	\$6,009,997	FAA AIG Grant 61 - Terminal Apron
	<u>667,778</u>	Airport System Revenue Bonds, Series 2025
	<u>\$6,677,775</u>	TOTAL
Actual:	<u>\$6,677,775</u>	Terminal Apron Construction/Construction Administration
	<u>\$6,677,775</u>	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. Pensacola International Airport routinely request AIG funding from the FAA as part of an annual work program. In anticipation of this grant, \$6,009,997 in federal funds were allocated in the fiscal year 2026 budget. The matching funds are currently appropriated in the Airport within the Airport System Revenue Bonds, Series 2025 account.

Funds will be provided by FAA on a reimbursable basis.

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

8/18/2026

STAFF CONTACT:

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

ATTACHMENTS:

1. FAA Confirmation of Support
2. Project Area Sketch

PRESENTATION: No



**Federal Aviation
Administration**

[Home](#)

Infrastructure Investment and Jobs Act - Airport Infrastructure Grants (AIG)



As part of the Infrastructure Investment and Jobs Act, the Airport Infrastructure Grant (AIG) program provides **\$14.5 billion** in funding over five years starting in FY 2022. This includes up to \$2.39 billion for primary airports and up to **\$500 million** for nonprimary airports. These funds can be invested in runways, taxiways, safety and sustainability projects, as well as terminal, airport transit connections, and roadway projects.

FY26 Airport Infrastructure Grant Funding Amounts

The FAA has released the fifth and final installment of \$2.89 billion in funding for U.S. airports. The map below shows each airport with funding allocations and the projects underway.

For full details on funding amounts, see the [Infrastructure Investment and Jobs Act Airport Allocations file](#).

Airport Infrastructure Grants

Click to show/hide filters ✕

Announced (FY26)	
FY26 A7	\$6,009,997



Filters

Announcement Number

FY26 A7

State

Florida

City

Pensacola

Airport Name (ID)

Pensacola International (PNS)

Hub - Role Description

Small

Click to reset filters

Selected Filters
Year Awarded/Announced: FY26
State: Florida
City: Pensacola
Airport: Pensacola International
Airport ID: PNS
Hub-Role Description: Small

* Announced projects have received congressional approval and will be awarded a grant once all statutory and administrative requirements are finalized.
* AIG funds not awarded after four years are required by law to be reallocated to the FCT and AFR competitive grant programs. Airport sponsors had until September 30, 2025 to request and complete the process to receive a grant award using FY2022 funds before it was reallocated.
* The amount available may be higher or lower if funds are transferred between airports, a project was cancelled, or project costs are more or less than expected.
* The awarded data is current as of October 1, 2025.

IIJA Resources

- [Getting Started with IIJA](#)
- [Subscribe for the latest updates](#)
- [Frequently Asked Questions](#)

Related IIJA Airport Programs

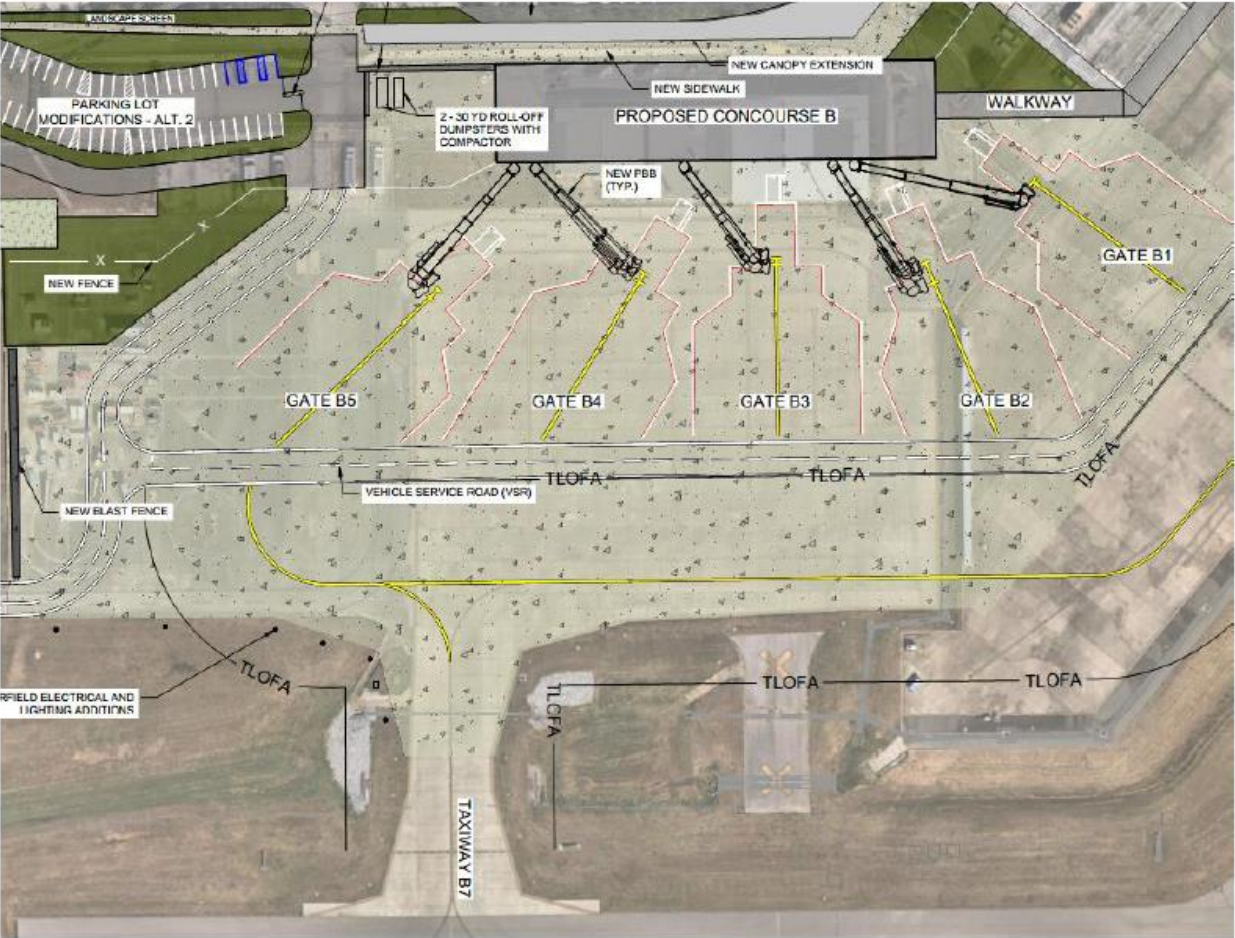
- [Airport Infrastructure Grants \(AIG\) Funding Reallocation Program](#)
- [Airport Terminals Program](#)
- [Contract Tower Competitive Grant Program](#)

Last updated: Wednesday, August 12, 2026

U.S. DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591
866.835.5322 (866-TELL-FAA)
[Contact Us](#)

Project Area Sketch:





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-955

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - GROUND VEHICLE
TRANSMITTERS

RECOMMENDATION:

That City Council approve the acceptance of the Federal Aviation Administration Airport Improvement Program Discretionary Grant for Automatic Surveillance-Broadcast Vehicle Transmitters in the amount of \$66,204 with a \$7,356 local match requirement for a total grant value of \$73,560. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Pensacola International Airport is eligible to compete for grants in aid from the Federal Aviation Administration ("FAA") to help cover the costs of certain safety, security, or capacity projects

needed for the ongoing operation and development of the facility. These competitive grants are offered under the FAA's Airport Improvement Program ("AIP") as a Discretionary Grant and are ranked based on a national level.

Airport staff works with FAA personnel to identify projects that would rank well under the competitive nature of the grant and submits pre-applications and applications to the FAA accordingly. For this year, Airport staff, working with the FAA Airports District Office, identified the costs for the Airport to purchase and install Automatic Dependent Surveillance-Broadcast (ADS-B) Vehicle Movement Area Transmitters (VMATs) as an Airport safety enhancement.

On May 30, 2026, Airport staff submitted a grant application to the FAA for the purchase and installation ADS-B VMATs. The proposed project consists of the purchase and installation of twenty (20) Vehicle Tracking Units and associated regulatory setup fees. These units will be installed on vehicles operated at the Airport to provide situational awareness and surface surveillance of the movement area, especially during periods of low visibility. In response to the application filed by Airport staff, the FAA has offered a grant in the amount of \$66,204.

The FAA anticipates the release of the grant agreement for signature by September 1, 2026 and is requiring a two-week turnaround for signatures. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied confirmation of support for this project through email. Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to accept and execute this grant based on the FAA confirmation of support.

PRIOR ACTION:

None.

FUNDING:

Budget:	\$66,204.00	FAA AIP Grant 63
	<u>7,356.00</u>	Airport Capital Funds
	<u>\$73,560.00</u>	TOTAL
Actual:	<u>\$73,560.00</u>	ADS-B Vehicle Movement Area Transmitters
	<u>\$73,560.00</u>	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. The matching funds are currently appropriated in the Airport within the Capital Improvement Account. Adoption of the supplemental budget resolution will appropriate the grant funds.

Funds will be provided by FAA on a reimbursable basis.

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

8/18/2026

STAFF CONTACT:

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

ATTACHMENTS:

1. FAA Confirmation of Support
2. Supplemental Budget Resolution No. 2026-35
3. Supplemental Budget Explanation No. 2026-35

PRESENTATION: No

Roy Remington

From: Martinez, Miguel (FAA) <Miguel.Martinez@faa.gov>
Sent: Tuesday, August 11, 2026 11:01 AM
To: Roy Remington
Cc: Laura Amentler; Mimi Tsai
Subject: RE: [EXTERNAL] Terminal Expansion Application (ATP)

 **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** 

Hi Roy,

Here's what I am showing for grants at PNS this year:

AIP 59 - Rehabilitate Taxiway A7 (Entitlements)
AIP 60 - Rehabilitate Taxiway A South (Entitlements)
AIP 61 - Expand Apron (AIG)
AIP 62 - Expand Terminal (ATP)
AIP 63 - Ground Vehicle VMAT (Discretionary)
AIP 64 - GPU/PCA/Boiler (Discretionary)

Miguel A. Martinez
Program Manager

Orlando Airports District Office
8427 Southpark Circle, Suite 524
Orlando, Florida 32819-9058
Telephone: 407-487-7235
Fax: 407-487-7135

**RESOLUTION
NO. 2026-35**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	Federal Grants	68,765,162
To:		
Reads	Federal Grants	68,831,366
As Reads	Operating Expenses	26,978,426
To:		
Reads	Operating Expenses	27,044,630

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
SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - GROUND VEHICLE TRANSMITTERS -
RES NO. 2026-35

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	66,204	Increase Appropriation for Federal Grants - FAA Grant - Ground Vehicle Transmitters
Total Revenues	<u>66,204</u>	
Appropriations		
Operating Expenses	66,204	Increase appropriation for Operating Expenses
Total Appropriations	<u>66,204</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-958

Agenda Conference

9/8/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-35 - AIRPORT - FEDERAL AVIATION
ADMINISTRATION GRANT - GROUND VEHICLE TRANSMITTERS

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-35.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Pensacola International Airport is eligible to compete for grants in aid from the Federal Aviation
Administration ("FAA") to help cover the costs of certain safety, security, or capacity projects
needed for the ongoing operation and development of the facility. These competitive grants are
offered under the FAA's Airport Improvement Program ("AIP") as a Discretionary Grant and are

ranked based on a national level.

Airport staff works with FAA personnel to identify projects that would rank well under the competitive nature of the grant and submits pre-applications and applications to the FAA accordingly. For this year, Airport staff, working with the FAA Airports District Office, identified the costs for the Airport to purchase and install Automatic Dependent Surveillance-Broadcast (ADS-B) Vehicle Movement Area Transmitters (VMATs) as an Airport safety enhancement.

On May 30, 2026, Airport staff submitted a grant application to the FAA for the purchase and installation ADS-B VMATs. The proposed project consists of the purchase and installation of twenty (20) Vehicle Tracking Units and associated regulatory setup fees. These units will be installed on vehicles operated at the Airport to provide situational awareness and surface surveillance of the movement area, especially during periods of low visibility. In response to the application filed by Airport staff, the FAA has offered a grant in the amount of \$66,204.

The FAA anticipates the release of the grant agreement for signature by September 1, 2026 and is requiring a two-week turnaround for signatures. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied confirmation of support for this project through email. Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to accept and execute this grant based on the FAA confirmation of support.

PRIOR ACTION:

None.

FUNDING:

Budget:	\$66,204.00	FAA AIP Grant 63
	<u>7,356.00</u>	Airport Capital Funds
	<u>\$73,560.00</u>	TOTAL
Actual:	<u>\$73,560.00</u>	ADS-B Vehicle Movement Area Transmitters
	<u>\$73,560.00</u>	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds.

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

8/18/2026

STAFF CONTACT:

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

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-35
2. Supplemental Budget Explanation No. 2026-35
3. FAA Confirmation of Support

PRESENTATION: No

**RESOLUTION
NO. 2026-35**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	Federal Grants	68,765,162
To:		
Reads	Federal Grants	68,831,366
As Reads	Operating Expenses	26,978,426
To:		
Reads	Operating Expenses	27,044,630

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
SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - GROUND VEHICLE TRANSMITTERS - RES NO. 2026-35

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	66,204	Increase Appropriation for Federal Grants - FAA Grant - Ground Vehicle Transmitters
Total Revenues	<u>66,204</u>	
Appropriations		
Operating Expenses	66,204	Increase appropriation for Operating Expenses
Total Appropriations	<u>66,204</u>	

Roy Remington

From: Martinez, Miguel (FAA) <Miguel.Martinez@faa.gov>
Sent: Tuesday, August 11, 2026 11:01 AM
To: Roy Remington
Cc: Laura Amentler; Mimi Tsai
Subject: RE: [EXTERNAL] Terminal Expansion Application (ATP)

 **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** 

Hi Roy,

Here's what I am showing for grants at PNS this year:

AIP 59 - Rehabilitate Taxiway A7 (Entitlements)
AIP 60 - Rehabilitate Taxiway A South (Entitlements)
AIP 61 - Expand Apron (AIG)
AIP 62 - Expand Terminal (ATP)
AIP 63 - Ground Vehicle VMAT (Discretionary)
AIP 64 - GPU/PCA/Boiler (Discretionary)

Miguel A. Martinez
Program Manager

Orlando Airports District Office
8427 Southpark Circle, Suite 524
Orlando, Florida 32819-9058
Telephone: 407-487-7235
Fax: 407-487-7135



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-956

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL
MODERNIZATION AND EXPANSION GPU/PCA/BOILER

RECOMMENDATION:

That City Council approve the acceptance of the Federal Aviation Administration Voluntary Airport Low Emissions (VALE) Program Grant for Terminal Modernization and Expansion in the amount of \$12,779,600 with a \$1,419,956 local match requirement for a total grant value of \$14,195,556. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Pensacola International Airport is eligible to compete for grants in aid from the Federal Aviation Administration ("FAA") to help cover the costs of the Airport's Terminal Modernization and

Expansion project as it relates to air quality. These competitive grants are offered under the FAA's Voluntary Low Emissions Program ("VALE") as a Discretionary Grant for assisting commercial service airports in improving regional air quality and comply with the Clean Air Act.

Airport staff works with FAA personnel to identify projects that would rank well under the competitive nature of the grant and submits pre-applications and applications to the FAA accordingly. For this year, Airport staff, working with the FAA Airports District Office, identified the costs for the Airport to purchase heating and cooling systems.

On July 9, 2026, Airport staff submitted a grant application to the FAA for Gate Electrification and Pre-Conditioned Air units for the Passenger Boarding Bridges for the existing and future 5-gate concourse. The project will install 14 electric 400 Hz ground power units (GPUs) and 15 pre-conditioned air (PCA) units across 10 existing gates and five new gates, replacing equipment that is past the end of its useful life, allowing aircraft to turn off auxiliary power units while parked at the gate and thereby reducing criteria pollutants and improving local air quality. In response to the application filed by Airport staff, the FAA has offered funding in the amount of \$3,745,372.

On July 23, 2026, Airport staff submitted a second grant application to the FAA for the Electric Hydronic Boiler System project. The project will install a new electric hydronic boiler system to serve the new 5-gate concourse and replace the 27 existing packaged gas-fired rooftop units serving the existing terminal with multi-zone variable air volume ("VAV") air handling units and associated VAV terminals incorporating hydronic hot water heating, eliminating natural gas use for terminal heating, and improving local air quality. In response to the application filed by Airport staff, the FAA has offered funding in the amount of \$9,034,228.

On August 11, 2026, the Airport received confirmation that the two projects would be combined into a single VALE grant award in the amount of \$12,779,600.

The FAA anticipates the release of the grant agreement for signature by September 1, 2026 and is requiring a two-week turnaround for signatures. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied confirmation of support for this project through email. Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to accept and execute this grant based on the FAA confirmation of support.

PRIOR ACTION:

May 25, 2023 – City Council approved Resolution No. 2023-032 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved Supplemental Budget Resolution No. 2023-033 in the amount of \$2,000,000 for the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

July 20, 2023 – City Council awarded a contract to EXP U.S. Services, Inc. for professional engineering and architectural services related to passenger terminal facility expansion at the Airport requested through RFQ #23-016.

October 10, 2024 – City Council approved Resolution No. 2024-72 establishing the intent to be reimbursed from proceeds of a future tax-exempt financing for the costs of the design and construction of the terminal expansion and renewal at the Airport in an amount not to exceed \$140 million.

February 13, 2025 – City Council approved Resolution No. 2025-4 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

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Associates as co-managing underwriters.

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FUNDING:

Budget:	\$12,779,600	FAA VALE Grant 64 - GPU/PCA/Boiler
	<u>1,419,956</u>	Airport System Revenue Bonds, Series 2025
	<u>\$14,195,556</u>	TOTAL
Actual:	<u>\$14,195,556</u>	Terminal Modernization and Expansion
	<u>\$14,195,556</u>	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. The matching funds are currently appropriated in the Airport within the Airport System Revenue Bonds, Series 2025 account. Adoption of the supplemental budget resolution will appropriate the grant funds.

Funds will be provided by FAA on a reimbursable basis.

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

8/18/2026

STAFF CONTACT:

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

ATTACHMENTS:

1. FAA Confirmation of Support
2. Supplemental Budget Resolution No. 2026-36
3. Supplemental Budget Explanation No. 2026-36
4. Project Area Sketch

PRESENTATION: No

Roy Remington

From: Martinez, Miguel (FAA) <Miguel.Martinez@faa.gov>
Sent: Tuesday, August 11, 2026 11:01 AM
To: Roy Remington
Cc: Laura Amentler; Mimi Tsai
Subject: RE: [EXTERNAL] Terminal Expansion Application (ATP)

 **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** 

Hi Roy,

Here's what I am showing for grants at PNS this year:

AIP 59 - Rehabilitate Taxiway A7 (Entitlements)
AIP 60 - Rehabilitate Taxiway A South (Entitlements)
AIP 61 - Expand Apron (AIG)
AIP 62 - Expand Terminal (ATP)
AIP 63 - Ground Vehicle VMAT (Discretionary)
AIP 64 - GPU/PCA/Boiler (Discretionary)

Miguel A. Martinez
Program Manager

Orlando Airports District Office
8427 Southpark Circle, Suite 524
Orlando, Florida 32819-9058
Telephone: 407-487-7235
Fax: 407-487-7135

**RESOLUTION
NO. 2026-36**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	Federal Grants	55,985,562
To:		
Reads	Federal Grants	68,765,162
As Reads	Capital Outlay	289,090,146
To:		
Reads	Capital Outlay	301,869,746

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

SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - GPU/PCA/BOILER - RES NO. 2026-36

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	12,779,600	Increase Appropriation for Federal Grants - FAA Grant -GPU/PCA/Boiler
Total Revenues	<u>12,779,600</u>	
Appropriations		
Capital Outlay	12,779,600	Increase appropriation for Capital Outlay
Total Appropriations	<u>12,779,600</u>	

Project Area Sketch:





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-959

Agenda Conference

9/8/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-36 - AIRPORT - FEDERAL AVIATION
ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION
GPU/PCA/BOILER

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-36.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Pensacola International Airport is eligible to compete for grants in aid from the Federal Aviation Administration ("FAA") to help cover the costs of the Airport's Terminal Modernization and Expansion project as it relates to air quality. These competitive grants are offered under the

FAA's Voluntary Low Emissions Program ("VALE") as a Discretionary Grant for assisting commercial service airports in improving regional air quality and comply with the Clean Air Act.

Airport staff works with FAA personnel to identify projects that would rank well under the competitive nature of the grant and submits pre-applications and applications to the FAA accordingly. For this year, Airport staff, working with the FAA Airports District Office, identified the costs for the Airport to purchase heating and cooling systems.

On July 9, 2026, Airport staff submitted a grant application to the FAA for Gate Electrification and Pre-Conditioned Air units for the Passenger Boarding Bridges for the existing and future 5-gate concourse. The project will install 14 electric 400 Hz ground power units (GPUs) and 15 pre-conditioned air (PCA) units across 10 existing gates and five new gates, replacing equipment that is past the end of its useful life, allowing aircraft to turn off auxiliary power units while parked at the gate and thereby reducing criteria pollutants and improving local air quality. In response to the application filed by Airport staff, the FAA has offered funding in the amount of \$3,745,372.

On July 23, 2026, Airport staff submitted a second grant application to the FAA for the Electric Hydronic Boiler System project. The project will install a new electric hydronic boiler system to serve the new 5-gate concourse and replace the 27 existing packaged gas-fired rooftop units serving the existing terminal with multi-zone variable air volume ("VAV") air handling units and associated VAV terminals incorporating hydronic hot water heating, eliminating natural gas use for terminal heating, and improving local air quality. In response to the application filed by Airport staff, the FAA has offered funding in the amount of \$9,034,228.

On August 11, 2026, the Airport received confirmation that the two projects would be combined into a single VALE grant award in the amount of \$12,779,600.

The FAA anticipates the release of the grant agreement for signature by September 1, 2026 and is requiring a two-week turnaround for signatures. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied confirmation of support for this project through email. Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to accept and execute this grant based on the FAA confirmation of support.

PRIOR ACTION:

May 25, 2023 – City Council approved Resolution No. 2023-032 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved Supplemental Budget Resolution No. 2023-033 in the amount of \$2,000,000 for the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

July 20, 2023 – City Council awarded a contract to EXP U.S. Services, Inc. for professional engineering and architectural services related to passenger terminal facility expansion at the Airport requested through RFQ #23-016.

October 10, 2024 – City Council approved Resolution No. 2024-72 establishing the intent to be reimbursed from proceeds of a future tax-exempt financing for the costs of the design and construction of the terminal expansion and renewal at the Airport in an amount not to exceed \$140 million.

February 13, 2025 – City Council approved Resolution No. 2025-4 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

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FUNDING:

Budget:	\$12,779,600	FAA VALE Grant 64 - GPU/PCA/Boiler
	<u>1,419,956</u>	Airport System Revenue Bonds, Series 2025
	<u>\$14,195,556</u>	TOTAL
Actual:	<u>\$14,195,556</u>	Terminal Modernization and Expansion
	<u>\$14,195,556</u>	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

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

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-36
2. Supplemental Budget Explanation No. 2026-36
3. FAA Confirmation of Support
4. Project Area Sketch

PRESENTATION: No

**RESOLUTION
NO. 2026-36**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	Federal Grants	55,985,562
To:		
Reads	Federal Grants	68,765,162
As Reads	Capital Outlay	289,090,146
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Reads	Capital Outlay	301,869,746

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

SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - GPU/PCA/BOILER - RES NO. 2026-36

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	12,779,600	Increase Appropriation for Federal Grants - FAA Grant -GPU/PCA/Boiler
Total Revenues	<u>12,779,600</u>	
Appropriations		
Capital Outlay	12,779,600	Increase appropriation for Capital Outlay
Total Appropriations	<u>12,779,600</u>	

Roy Remington

From: Martinez, Miguel (FAA) <Miguel.Martinez@faa.gov>
Sent: Tuesday, August 11, 2026 11:01 AM
To: Roy Remington
Cc: Laura Amentler; Mimi Tsai
Subject: RE: [EXTERNAL] Terminal Expansion Application (ATP)

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Here's what I am showing for grants at PNS this year:

AIP 59 - Rehabilitate Taxiway A7 (Entitlements)
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Miguel A. Martinez
Program Manager

Orlando Airports District Office
8427 Southpark Circle, Suite 524
Orlando, Florida 32819-9058
Telephone: 407-487-7235
Fax: 407-487-7135

Project Area Sketch:





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-788

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ACCEPTANCE OF FY25-26 FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE)
GRANT AWARD NO. IG102

RECOMMENDATION:

That City Council approve the acceptance of the FY25-26 Florida Department of Law Enforcement (FDLE) Grant Award No. IG102 in the amount of \$540,701.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The corresponding purchases do not directly advance a goal of the City of Pensacola Strategic Plan, but will support activities required under local, state, or federal law, governance, or regulation.

The Pensacola Police Department (PPD) submitted a grant application to the Florida Department of Law Enforcement (FDLE) for funding for:

- (40) Portable public safety radios to improve interoperability, officer safety, and coordination during joint operations with our federal, state, and local law enforcement partners
- A digital evidence and data storage system to support criminal investigations involving immigration-related offenses and transnational criminal activity
- Specialized training and certification program for law enforcement personnel involved in immigration enforcement operations and related investigative functions
- Overtime expenses associated with immigration enforcement activities, operational support, and any task force operations under the 287g program

PPD has been awarded \$540,701 through the FY25-26 Immigration Grant Program (IGP) as administered through the State Board of Immigration Enforcement (SBIE). The grant assists Florida law enforcement agencies with the costs of equipment, technology, training, overtime, and operational costs associated with the public safety initiatives, inter-agency cooperation, and operational activities required of local law enforcement agencies under State and Federal immigration enforcement programs and regulations.

Pursuant to SBIE grant requirements, City Council is being notified of PPD's intended use of the grant funds and is asked to approve acceptance of the grant, with members of the public being provided an opportunity to comment on the application submission.

PRIOR ACTION:

None

FUNDING:

Budget:	\$540,701.00	
Actual:	\$13,444.00	Training Programs for 287(g)
	\$1,750.00	Travel & Lodging
	\$477,224.00	Equipment, Hardware, Software
	\$48,283.00	Overtime/Fringe for Task Officers
	\$540,701.00	TOTAL

FINANCIAL IMPACT:

The grant funds will provide funding for this project and do not require a local match. Adoption of the supplemental budget resolution will appropriate the grant funds.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

7/1/2026

STAFF CONTACT:

David Stafford, City Administrator
Eric Winstrom, Chief of Police

ATTACHMENTS:

1. Agreement - Grant Award No. IG102
2. Motorola Solutions Proposal
3. Supplemental Budget Resolution No. 2026-26
4. Supplemental Budget Explanation No. 2026-26

PRESENTATION: No

**State Board of Immigration Enforcement
Local Law Enforcement Immigration Grant Program
Grant Award Agreement**

This grant award agreement is entered into by and between the State Board of Immigration Enforcement

Award Number: IG102
Participating Agency: City of Pensacola
Grant Activity Period: 02/17/2025 – 06/30/2027
Award Amount: \$540,701.17
CSFA Catalog Number: 71.158

(herein referred to as the “Board”) and the Participating Agency named above.

WHEREAS, the Board has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Participating Agency in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, Chapter 2025-1, Laws of Florida, created Section 908.1033, Florida Statutes, and resulted in an appropriation of \$250,000,000 in funds for the Board to pass-through to local law enforcement agencies and county detention facilities in support of the Local Law Enforcement Immigration Grant Program;

WHEREAS, Section 122 of the Florida General Appropriations Act for the 2026-2027 fiscal year reverted and reappropriated the unexpended balance of funds for use during the 2026-2027 state fiscal year; and

WHEREAS, the Participating Agency represents that it is fully qualified and eligible to receive this award and to perform the tasks identified herein in accordance with the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections and appendices:

Section I: Scope of Work
Section II: Deliverables
Section III: Approved Budget
Section IV: Amendments
Section V: Data Collection Requirements
Section VI: Performance Reporting
Section VII: Financial Reporting and Reimbursement
Section VIII: Award Contacts
Section IX: Special Conditions
Section X: Standard Conditions for State Financial Assistance Awards
Section XI: Award Signatures

SECTION I: SCOPE OF WORK

The purpose of the Local Law Enforcement Immigration Grant Program (IGP) is to foster cooperation and coordination with federal immigration agencies in the enforcement of federal immigration laws by completing one or more of the following activities:

- (1) Supporting the training and credentialing of local law enforcement and corrections personnel to perform designated immigration enforcement activities through the Department of Homeland Security (DHS), Immigration and Customs Enforcement's (ICE) 287(g) program.

- (2) Subleasing detention beds to ICE for temporary periods of time in accordance with agreements executed between the Participating Agency and ICE.
- (3) Assisting in the transport of unauthorized aliens between local, state, and federal facilities.
- (4) Providing personnel to perform allowable activities under the DHS/ICE 287(g) program.
- (5) Providing bonus payments to credentialed law enforcement and correctional personnel who perform designated immigration enforcement duties as outlined in program statute and rule.
- (6) Procuring equipment, hardware, and software is essential to assisting the federal government in its enforcement of immigration laws.
- (7) Performing other functions related to the detention and transport of unauthorized aliens or other functions related to participation in the 287(g) program, as approved by the Board.

This grant award agreement will provide reimbursement to the Participating Agency for the approved costs outlined in Section III of this agreement. Reimbursement will be contingent on the Participating Agency complying with the applicable program data collection elements outlined in Section V of this agreement.

SECTION II: DELIVERABLES

The Participating Agency shall determine the specific tasks associated with each approved activity below based on the nature of the immigration enforcement initiative performed by their agency.

Financial Consequences: Each deliverable listed below is a cost-reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request and supported by the appropriate documentation will be eligible for reimbursement under this grant.

IGP – A Deliverable:	The Participating Agency will send officers to training programs related to supporting the enforcement of federal immigration laws.
Minimum Performance	The Participating Agency shall register and send officers to training programs that provide knowledge, skills, and/or information on the enforcement of federal immigration laws. Documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$13,444.00.
IGP – D Deliverable:	The Participating Agency will travel to perform designated immigration officer duties in accordance with the 287(g) program.
Minimum Performance	The Participating Agency shall provide credentialed staff to perform required duties under the Participating Agency's 287(g) agreement with Immigration and Customs Enforcement. Documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$1,750.00.
IGP – G Deliverable:	The Participating Agency will procure approved equipment, hardware, and/or software necessary for the performance of immigration enforcement duties.
Minimum Performance	The Participating Agency shall procure the approved equipment, hardware, and/or software outlined in Section III of this agreement and in accordance with the Participating Agency's own procurement policies and procedures. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$477,223.90.
IGP – H Deliverable:	The Participating Agency will provide other services related to the detention and transport of unauthorized aliens and/or other activities related to the 287(g) program as approved by the Board.
Minimum Performance	The Participating Agency shall provide the ancillary services outlined in Section III of this agreement. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$48,283.27.

SECTION III: APPROVED BUDGET

Budget Category	Total
IGP-A: Training Programs for 287(g)	\$13,444.00
IGP-B: Subletting Detention Beds	\$0.00
IGP-C: Transportation on Behalf of ICE	\$0.00
IGP-D: Travel and Lodging for 287(g)	\$1,750.00
IGP-E: LEO Bonus Payments	\$0.00
IGP-F: CO Bonus Payments	\$0.00
IGP-G: Equipment, Hardware, and Software for 287(g)	\$477,223.90
IGP-H: Other Costs Related to Immigration Enforcement	\$48,283.27
TOTAL	\$540,701.17

The Participating Agency may receive reimbursement for the following approved line-item expenses under this award. All expenses submitted for reimbursement by the Participating Agency must be accompanied by the applicable documentation outlined in Section VII of this agreement.

Category	Line Item	Description	Total
IGP-A	Cryptocurrency Analysis and Control Training	Direct Cost: \$9,544.00 Approximately travel related training costs for one (1) officer attending the Cryptocurrency Analysis and Control Training. Costs include the following. In-person training at the Federal Law Enforcement Training Center totaling \$7,214.00 Meals = \$36/day x approx. 5 days totaling \$180.00 Lodging = \$225/night x approx. 5 days totaling \$1,125.00 Airfare = Round trip airfare totaling \$600.00 Baggage = Approx. \$50.00 for baggage (round trip) totaling \$50.00 Rental Car = Approx. \$75.00 x 5 days totaling \$375.00	\$9,544.00
IGP-A	Online Training Course - CCO and CPA	Direct Cost: \$3,900.00 The Pensacola Police Department is requesting funding for two officers to complete the Cellebrite Certified Operator (CCO) and Cellebrite Physical Analyst (CPA) on-line training for approximately \$3,900.00. Currently, the department is unable to fund the training with general funding. These training courses will strengthen the department's ability to support immigration enforcement activities and increase the overall effectiveness and efficiency of the 287(g) program.	\$3,900.00

IGP-D	Travel and Lodging	Travel and Lodging for designated task force officer supporting 287(g) activities. Hotel = Approx. five (5) nights x \$225/night for approximately one (1) officer = \$1,125.00 Meals = Approx. five (5) days \$36/day for approximately one (1) officer = \$180.00 Mileage = \$0.445/mile x approx. 1000 miles round trip = \$445.00	\$1,750.00
IGP-G	Network Attached Storage and Drives	Direct Cost: \$5,797.98 The Pensacola Police Department is requesting funding to procure a Network-Attached Storage (NAS) system. The system will serve as a centralized, secure repository for immigration-related cases, investigative files, digital evidence, as well as supporting documentation generated during 287(g) operations. The system integrated components include the following: Approximately one (1) NAS system consisting of a Synology DiskStation+ 8-Bay enclosure approximately, totaling \$1,830.99 Approximately eight (8) Western Digital 16TB Red Pro NAS internal hard drives for approximately \$419.00 each, totaling \$3,352.00 Approximately one (1) APC 1500VA Uninterruptible Power Supply for approximately \$614.99	\$5,797.98
IGP-G	Portable APX Next Radios	Direct Cost: \$471,425.92 The department is requesting funding to procure approximately forty (40) Motorola APX Next portable radios units to enhance coordination with ICE for immigration enforcement activities. The radio communication units include trucking and Wi-Fi capabilities, programming and mapping services for 2-years software licensing with encryption, multi-key licensing and essential accessories such as microphone, chargers, speakers, battery packs and shipping/handling. APX Next Portable Radios: (40) Portable Radios at approx. \$6,437.14 each, totaling \$257,485.60 Core and Service Bundling: (40) ASTRO Digital CAI Operation for approx. \$443.11each, totaling \$17,724.40	\$471,425.92

		(40) SmartZone Operation for approx. \$1,030.76 each, totaling \$41,230.40 (40) P25 Baud Trunking for approx. \$257.69 each, totaling \$10,307.60 (40) Wi-Fi Capability for approx. \$257.69 each, totaling \$10,307.60 (40) TDMA Operation for approx. \$386.90 each, totaling \$15,476.00 (40) ENH: SUBMERSIBLE for approx. \$129.21 each, totaling \$5,168.40 (40) Enhanced Data for approx. \$129.21 each, totaling \$5,168.40 (40) Software License and Encryption for approx. \$408.80 each, totaling \$16,352.00 (40) Software License Multikey for approx. \$283.24 each, totaling \$11,329.60 (40) Device Programming for approx. \$257.14 each, totaling \$10,285.60 Software and Programming: (40) Smart Programming for 2-years \$150.00 each, totaling \$6,000.00 (40) Smart Mapping for 2-years \$150.00 each, totaling \$6,000.00 (40) Smart Locate for 2-years \$150.000 each, totaling \$6,000.00 (40) SmartConnect for 2-years \$150.00.00 each, totaling \$6,000.00 (40) Radio central Programming for 2-years \$64.08 each, totaling \$2,563.00 (40) APX Next DMS for 2-years approx. \$153.84 each, totaling \$6,153.60 Radio Accessories: (40) Remote Speaker Microphone for approx. \$379.60 each, totaling \$15,184.00 (40) Charger, Desktop, Single Units for approx. \$132.44 each, totaling \$5,297.60 (65) Portable Radio Battery IMPRES for approx. \$181.08 each, totaling \$11,770.20	
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		(4) Charger, Desktop, Multi-Unit IMPRES for approx. \$1,405.43 each, totaling \$5,621.72	
IGP-H	Overtime/Fringe for Task Force Officers	Direct Cost: \$48,283.27 The department will conduct task force operations in support of immigration enforcement activities for designated officers. The requested funding is for overtime costs for approx. \$72.48 - \$85.95 hourly. Approximately two (2) officers at an approximate overtime rate of \$85.95/per hour for approximately 200 hours totaling \$34,380.00 FICA (7.65%) = \$2,630.07 Retirement (32.79%) = \$11,273.20 The grant will also reimburse the following employer-paid benefits associated with overtime: FICA (7.65%) and Retirement (32.79%)	\$48,283.27
TOTAL:			\$540,701.17

The following standard budget terms apply to this award:

All items, quantities, and/or prices above are estimates based on the information available at the time of award, or subsequent amendment.

All items requested for reimbursement must be allowable in accordance with the approved budget, reasonably priced based on a current market review, and necessary for the operation and success of the program.

Any subscription, service agreement, extended warranty, license, lease, or any other item with a specific term period may require the Board to pro-rate the reimbursement to comply with state grant management rules and regulations.

Items above may include additional, individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a “kit”, “bundle”, “system”, etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Participating Agency is prohibited from moving funds freely among previously approved budget line items.

The Board’s determination of acceptable expenditures requested for reimbursement shall be conclusive.

SECTION IV: AMENDMENTS

The Board may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the Participating Agency. The Participating Agency may request amendments to the agreement in accordance with the provisions outlined below.

Non-Monetary Amendments

Amendment requests that do not increase the total award amount, or change the amounts allocated among individual line items outlined in Section III, may be submitted by the Participating Agency and subsequently

approved by the Board's grant supervisor. This includes amendments to change a contact listed in Section VIII, clarifying amendments for existing approved budget items in Section III, or to decrease the award for closeout.

Monetary Amendments

Amendment requests that increase the total award amount, change the amounts allocated among existing line items in Section III, or add new line items to the budget may be submitted by the Participating Agency in a format prescribed by the Board.

If the total award amount is \$25,000 or less after the amendment, and the award does not contain any funding for equipment, software or hardware, the amendment request must only receive Executive Director approval before the amendment can be approved by the Board's grant supervisor.

If the total award amount is more than \$25,000, or the award contains funding for equipment, hardware or software, the amendment request must receive approval from the Executive Director, the Board, and the Legislative Budget Commission, in accordance with s. 908.1033, F.S. Upon the amendment advancing through the Legislative Budget Commission with no objection, the amendment can be approved by the Board's grant supervisor.

SECTION V: DATA COLLECTION REQUIREMENTS

Reimbursement of the line-item expenses outlined in Section III is contingent upon the Participating Agency complying with the data collection requirements outlined below.

Local Law Enforcement Agency – Individual Data Collection

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following individualized data points, in accordance with the policies and procedures of the Participating Agency, when a suspected unauthorized alien is encountered. The data must be reported through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Encounter date and reporting agency information
 - a. Date of the encounter
 - b. Agency Name
 - c. Name and title of Officer reporting the encounter
2. Location of the encounter
 - a. City or unincorporated area
 - b. County
 - c. Address
3. Personal identifying information for the suspected unauthorized alien
 - a. First, middle, last name
 - b. Country of Citizenship
 - c. Alien registration number (if applicable)
 - d. Date of birth
 - e. Sex
 - f. Complete street address, city, state, and zip code
 - g. Current telephone number
 - h. Street address for current employer
 - i. Identified or suspected criminal gang affiliation
 - j. Vehicle information (description, registration, license plate)
 - k. Criminal history (Yes or No)
 - l. Citizenship verified with ICE (Yes or No)
4. Criminal arrest information arising from the encounter (if applicable)

- a. Criminal charges list in order of severity
 - b. Information describing whether ICE was contacted during the encounter, if yes:
 - c. Indication if personnel from ICE responded
 - d. If ICE did not respond, a narrative describing the reasons provided
5. Photograph of the suspected unauthorized alien that provides a clear image of the face and neck. This is not required if a jail facility takes a booking photograph after a criminal arrest.

Local Law Enforcement Agency – Summary Data Collection

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following summary data through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Total number of law enforcement officers maintaining an active designated immigration officer status each month through the Task Force Model under the 287(g) program.
2. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
3. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month that results in arrest while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
4. Total number of times the Participating Agency's law enforcement officers initiate arrests for only civil immigration charges while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.

Detention Facility – Summary Data Collection

Any county operated or local law enforcement detention facility must collect and report the following summary data through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Total number of immigration detainer (I-247) forms it receives from Immigration and Customs Enforcement each month, accompanied by any associated arrests warrants (I-200) and/or warrants of removal (I-205) forms.
2. The number of immigration detainers the agency receives from Immigration and Customs Enforcement and are subsequently cancelled, with the subject of the detainer having been released without being transferred to the custody of ICE.
3. The number of unauthorized aliens for whom the agency received an immigration detainer from Immigration and Customs Enforcement, but who ICE ultimately failed to take into custody within the required time period, thus requiring the agency to release the individual.
4. The highest state law offense classification for each unauthorized alien for whom Immigration and Customs Enforcement issues an immigration detainer.
5. The number of unauthorized aliens who meet the criteria noted in 1 through 4, who were charged with a violent crime.
6. The number of unauthorized aliens for the agency receives an immigration detainer from Immigration and Customs Enforcement after the person was released on state criminal charges.
7. The number of unauthorized aliens who the agency lodges immigration detainers before Immigration and Customs Enforcement makes an independent biometric or biographic match through the normal booking process.
8. The number of unauthorized aliens the agency transports from its jail facility to an Immigration and Customs Enforcement facility upon conclusion of the immigration detainer period in lieu of ICE taking custody of the individual at the jail facility.
9. The monetary amount of the reimbursement costs the agency received from Immigration and Customs Enforcement in the prior month, the agency's reimbursement rate from ICE, and how

many beds the agency incurred for housing the unauthorized aliens from the time those aliens' state law charges were resolved until they were either released from jail or to the custody of ICE. The agency shall also report the difference between its actual unauthorized alien housing cost and the reimbursable amount for each month.

SECTION VI: PERFORMANCE REPORTING

The Participating Agency is responsible for maintaining adequate documentation to support the performance of activities under this award. This documentation shall be maintained in the Participating Agency's own grant file and shall be provided for review upon request.

The Participating Agency must adhere to the minimum performance documentation requirements outlined below based on the activity they are performing.

IGP-A Immigration Enforcement Training Programs

The Participating Agency is responsible for tracking the training of each officer. The required information includes, but is not limited to:

1. Name and location of training
2. Agency or entity hosting the training
3. Office name and ID
4. Overtime hours associated with completing the training, including associated employer-paid fringe benefits
5. Travel costs associated with completing the training
6. Material costs associated with completing the training

IGP-B Subletting Detention Beds to Immigration and Customs Enforcement

The Participating Agency is responsible for tracking beds used for detaining unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Date and time the individual was released on their state charges
3. Date and time the individual leaves the facility or is transferred to ICE custody

IGP-C Transporting Aliens on Behalf of Immigration and Customs Enforcement

The Participating Agency is responsible for tracking the transport of unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Transport officers assigned to the detail (the grant will reimburse a maximum of two officers per transport)
3. Point of origin, date, and departure time
4. Point of return, date, and arrival time
5. Overtime costs incurred, including the associated employer-paid fringe benefits
6. Travel costs incurred during the transport detail (i.e., hotel, meals, mileage, etc.)

IGP-D Travel and Lodging Directly Related to 287(g) Task Force Activities

The Participating Agency is responsible for tracking any travel-related costs directly associated with active participation in task force activities under the 287(g) program. The required information includes, but is not limited to:

1. Officer name and ID
2. Point of origin, date, and departure time
3. Point of return, date, and arrival time
4. Travel costs incurred during the operation/activity (i.e., hotel, meals, mileage, etc.)

IGP-E Bonus Payments to Law Enforcement Officers

The Participating Agency is responsible for tracking the certification of each officer and the ICE-related operations each officer participates in. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer
3. Operation date
4. Brief description of ICE-related operation

IGP-F Bonus Payments to Corrections Officers

The Participating Agency is responsible for tracking the certification of each officer. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer or Warrant Service Officer
3. Date the officer began serving as a DIO or WSO

IGP-G Equipment, Hardware and Software

The Participating Agency is responsible for tracking the equipment, hardware, and/or software in accordance with their own inventory, device management, and/or maintenance policy. The Participating Agency is responsible for ensuring compliance with CJIS Security Standards, and any other applicable policies, for any equipment, hardware, and/or software purchase that interface with state or federal databases.

IGP-H Other Costs Associated with Immigration Enforcement

The Participating Agency is responsible for tracking any other incidental costs related to moving, transporting, lodging, temporary detention, or active participation in task force activities under the 287(g) program. The required information for tracking will vary depending on the activity being funded. The Participating Agency shall track in sufficient detail to document the performance of the activity and the associated costs in the event of an external audit.

SECTION VII: FINANCIAL REPORTING AND REIMBURSEMENT

All payment requests associated with this agreement must be submitted through the Board's electronic grant management system on a monthly basis for the life of the award. Detailed instructions for submitting payment requests are available in Section 3.3 of the Immigration Grant Program Recipient Guide under "Resource Guides" at <https://www.fdle.state.fl.us/fdle-grants/sbie-grants>.

If the Participating Agency does not have any eligible expenses to request for reimbursement during a particular month, they are only required to adhere to subtitle (2) of this section.

If the Participating Agency is requesting reimbursement of eligible expenses during a particular month, the Participating Agency must complete the activities outlined in subtitles (1) through (3) of this section, in sequential order, to submit a payment request.

(1) Expense Entry: The Participating Agency is responsible for entering the individual expenses associated with allowable budget items in Section III of the agreement and in accordance with the requirements for expense entry in Section 3.3 of the Immigration Grant Program Recipient Guide linked above. Payment requests with expense entries that do not adhere to the requirements for expense entry or do not include the required supporting documentation will be rejected and returned to the Recipient to make corrections.

For any contract, subscription, or payment plan type invoicing, this grant can only cover the cost of payments made to the vendor/supplier during the grant period. Additionally, the grant can only cover the costs of the term (i.e., two years) approved in the budget (Section III of this agreement).

(2) Closing Budget Reporting Periods: The Participating Agency is responsible for closing each budget reporting period within the electronic grant management system on a monthly basis. The Participating Agency must close each reporting period no later than the last day of the month immediately following the end of the reporting period. For example, the reporting period for November 1 through November 30 is due no later than December 31. Failure to close the reporting period by the last day of the following month will result in a delay in payment.

For any budget reporting period that ended prior to the activation of this award in the electronic grant management system, the Participating Agency shall enter expenses (if applicable) and close the associated budget reporting period(s) within 45 days of the activation date. In this instance, if any of the reporting periods include expenses for reimbursement, the Participating Agency may link all reporting periods to the first payment request. All other payment requests submitted under this agreement shall only be linked to one reporting period, unless exceptions are granted by the Board.

(3) Submitting the Payment Request: The Participating Agency is responsible for creating and submitting each payment request in the electronic grant management system. The submitted payment request must be linked to the respective closed budget reporting period and associated expenses under subtitles (1) and (2) of this section. In order to receive prompt reimbursement of eligible expenses under this award, the Participating Agency is strongly advised to submit payment requests no earlier than the first day of the month following a reporting period, and no later than 30 days after the end of the reporting period. For example, if a payment request is for expenses incurred between November 1 and November 30, the payment request should be submitted to the Board between December 1 and December 30. The Participating Agency's failure to submit a payment request to the Board by the advised deadlines will result in delays in receiving payments.

By submitting a payment request in the electronic grant management system, the Participating Agency certifies that all costs claimed for reimbursement were incurred in accordance with the terms and conditions of this agreement. The Participating Agency must certify the following statement when submitting their payment request:

"Pursuant to the State Board of Immigration Enforcement's data collection requirements described in Section 908.1031(3)(e), Florida Statutes, by submitting this payment request, I attest to the best of my knowledge that my organization collects and reports the individualized data points outlined in Section V of the award agreement relating to: (1) interactions/encounters with a suspected unauthorized alien; (2) summary data for law enforcement agencies; and (3) if my organization operates a county detention facility, my organization reports the summary data for detention facilities. I understand that if my organization is later found to not be in compliance with all requirements, we will forfeit our grant reimbursement eligibility for the remainder of the fiscal year."

The Board's grant management team will review compliance with data collection requirements prior to processing any request for reimbursement. If an agency is not reporting the required data collection elements, the Board's grant management team will reject the associated payment request. The Participating Agency may resubmit the rejected payment request once compliance with the data collection requirements has been achieved.

(4) Payment Request Approval and Reimbursement: Per s. 908.1033, F.S., this is a cost-reimbursement agreement only. No cash advances can be administered under this program.

Funds will be distributed to the Participating Agency in conjunction with the receipt, review, and approval of a payment request and all required supporting documentation as outlined above. All payment requests submitted to the Board will be reviewed and audited in accordance with applicable state financial assistance rules, regulations, statutes, and Department of Financial Services guidelines. Additional supporting documentation may be requested by the Board prior to approving any payment request.

The State of Florida's performance and obligation to pay under this agreement is contingent upon the legislative appropriation, availability of funds, and is subject to any modification in accordance with Chapter 216, F.S., or the Florida Constitution. The Board will administer and disburse funds under this agreement in accordance with s. 215.97, s. 215.971, s. 215.981, and s. 215.985, F.S. The Board's determination of acceptable expenditures shall be conclusive.

Payments will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with s. 215.422, F.S. This election is determined by the Participating Agency's own selection in the state's vendor information system. A Participating Agency that wishes to enroll in direct deposit for payments from the state must complete and submit a Direct Deposit Authorization Form to the Department of Financial Services. More information on direct deposit is available on the Department of Financial Services website at <https://www.myfloridacfo.com/division/aa/vendors>.

(5) Final Reconciliation and Closeout: The Participating Agency shall complete an internal financial review of all deliverables, activities, contracts, orders, and all other items associated with this agreement and ensure the final reporting period and any associated final payment request are submitted within 60 days of the end date of the agreement. This liquidation period is available only for the Participating Agency to receive and reconcile outstanding invoices, payments, and similar obligations that were incurred prior to the end date of the award. No new obligations, activities, or orders can be made after the end of the award and submitted for reimbursement.

(6) Withholding of Funds: The Board Grant Manager shall reject any payment request for costs related to an uncleared "Withholding of Funds" condition in Section IX of this agreement. Payment shall be withheld until the requirements of the condition have been met and the condition is cleared through an administrative amendment. For a delinquency associated with Section V of this agreement, and/or any issue of noncompliance with the terms and conditions of this agreement that arises during the course of the award, the Board Grant Manager may issue an administrative amendment to add a withholding of funds condition to the award to prevent payment until the delinquency or noncompliance issue is resolved.

SECTION VIII: AWARD CONTACTS

Any changes to the individuals identified below must be made in writing.

Board's Grant Manager

Josue Jean
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1276
JosueJean@fdle.state.fl.us

Participating Agency Grant Manager

Christopher Grantham
Police Sergeant
711 North Hayne Street
Pensacola, FL 32501
850-698-8861
cgrantham@cityofpensacola.com

Participating Agency Chief Official

D.C. Reeves
Mayor
222 W Main Street
Pensacola, FL 32502
850-435-1625
dcreeves@cityofpensacola.com

Participating Agency Chief Financial Officer

Amy Lovoy
Director of Financial Services
222 West Main Street
Pensacola, FL 32502
850-435-1821
alovoy@cityofpensacola.com

SECTION IX: SPECIAL CONDITIONS

This agreement is subject to the special conditions set forth below. Any condition identified below as a “Withholding of Funds” condition must be cleared through an administrative grant amendment processed by the Board’s grant manager prior to issuing a related payment under this award.

Condition Number	Condition Language
S0001	As a recipient of these funds, the Participating Agency is required to comply with the reporting requirements outlined in Section V of this agreement. A Participating Agency who attests to comply with these reporting requirements but is later found by the State Board of Immigration Enforcement to not be in compliance, will forfeit eligibility of any grant reimbursements for the remainder of the state fiscal year.
S0002	This award contains grant funds for the costs associated with training programs directly related to immigration enforcement. The Participating Agency is required to track the training of each officer and the itemized costs associated with completing the training, such as overtime, travel, materials, etc. This documentation must be submitted with any training-related reimbursement request.
S0006	This award contains grant funds for travel and lodging costs directly related to participating in 287(g) task force activities. The Participating Agency is required to track all travel and lodging costs associated with active task force participation. At a minimum, the tracking shall include: officer identifier, task force operation identifier, point of origin, start date and time, destination, end date and time, and all itemized travel costs associated with the transport detail. This documentation must be submitted with any housing-related reimbursement request.
S0011	This award contains grant funds for other costs associated with immigration enforcement. The Participating Agency is required to track all costs and associated activities in sufficient detail and maintain appropriate financial documentation. This documentation must be submitted with any payment request for the allowable other costs in the approved award budget.
W0014	WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing overtime costs associated with immigration enforcement activities. Prior to the drawdown of funds the Participating Agency must provide a copy of their agency's overtime policy.
S0015	This award contains grant funds for reimbursing overtime costs associated with immigration enforcement activities. The Participating Agency is required to track immigration-related overtime separately from any other overtime earned. This documentation must be submitted, along with timesheets and paystubs, with any payment request for overtime costs.
W0016	WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing travel costs associated with immigration enforcement activities. Prior to the drawdown of funds the Participating Agency must provide a copy of their agency's travel policy.
S0017	This award contains grant funds for reimbursing travel costs associated with immigration enforcement activities. All travel reimbursements under this grant will be in accordance with State of Florida travel guidelines outlined in Section 112.06, Florida State, and Administrative Rule 69I-42.010.
S0018	This award contains grant funds for reimbursing travel costs associated with immigration enforcement activities. Each request for travel reimbursement must include a properly completed travel voucher (Form # SBIE-004) and the associated supporting documentation.
W0019	WITHHOLDING OF FUNDS: This award contains grant funds for reimbursing allowable equipment in the award budget, as approved by the State Board of

	Immigration Enforcement. Prior to the drawdown of funds the Participating Agency must provide a copy of their agency's procurement policy.
W0022	WITHHOLDING OF FUNDS: At the time of application, the most recent available annual financial audit was from year ending 2025. However, a Single Audit Certification (Form # SBIE-003) for that year is not on file. Prior to the drawdown of funds, the Participating Agency must provide a properly completed Single Audit Certification for the year ending 2025.

SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS

The following terms and conditions will be binding upon the execution of the agreement between the Participating Agency and the Board. If any of the information provided in this section changes after execution of the agreement, the Board shall provide written notice of such changes to the Participating Agency through an administrative award amendment.

1. Governing Laws of the State of Florida:

This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the state.

- A. Lobbying Prohibited: The Participating Agency shall comply with the provisions of s. 11.062 and s. 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- B. Independent Contractor: In performing its obligations under this agreement, the Participating Agency shall at times act in the capacity of an independent contract and not as officer, employee, or agency of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Board and the Participating Agency. Neither the Participating Agency nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Board by virtue of this agreement, unless specifically authorized in writing to do so.
- C. Limitations on Advertising: The Board is prohibited from endorsing the Participating Agency as a recipient of state financial assistance. The Participating Agency shall not use the logos or emblems of the Board on any of their individual publications unless specifically authorized in writing to do so.
- D. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010.
- E. Civil Rights: The Participating Agency agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. s. 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, age, or marital status.
- F. E-Verify: The Participating Agency agrees to comply with s. 448.095(5), F.S., requiring the Participating Agency and all third-party entities it enters into agreements with to register with and use the E-Verify system to verify employment eligibility. The Participating Agency may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining and affidavit from the third-party stating they not employ, contract with, or

subcontract with unauthorized aliens. If the Participating or the Board has a good faith belief that a third-party entity is in violation of s. 448.09(1), F.S., the Participating Agency must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge the termination no later than 20 calendar days after the date on which the contract was terminated.

- G. Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this condition, security background investigations shall include, but not be limited to employment history checks, fingerprinted for all purposes, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.
- H. Non-disclosure Agreements: The Participating Agency may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigation or law enforcement representative or a state or federal department or agency authorized to receive such information. The Participating Agency certifies that if it is informed or notified that any contractor or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligation of these award funds to the entity and will immediately notify the Board. The Participating Agency will not resume obligations until expressly authorized to do so by the Board.
- I. Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under this award will be decided by the Board, who shall provide the decision in writing to the Participating Agency. In the event, either the Participating Agency or the Board is dissatisfied with the dispute resolution decisions, jurisdiction for any dispute arising under the terms of this agreement will be in state court, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Board and the Participating Agency agree to be responsible for their own attorney fees incurred in connection with disputes arising from this agreement.
- J. Prohibited Vendor Lists: The Participating Agency may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to s. 287.133 – s. 287.137, F.S. In addition, if the Participating Agency is found to be included on any of these lists, the Board may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website.
 - a. The “Convicted Vendors List” (s. 287.133, F.S.)
 - b. The “Discriminatory Vendors List” (s. 287.134, F.S.)
 - c. The “Forced Labor Vendor List” (s. 287.1346, F.S.)
 - d. The “Scrutinized List of Prohibited Companies” (s. 287.135, F.S.)
 - e. The “Suspended Vendors List” (s. 287.1351, F.S.)
 - f. The “Antitrust Violator Vendor List”, (s. 287.137, F.S.)

2. Funding and Payment Considerations

This agreement is subject to the following funding and payment conditions.

- A. Funding Requirements: Pursuant to s. 215.971(1), F.S., the Participating Agency may only expend funding under this agreement for the allowable costs identified in Section III above that were incurred between February 17, 2025, and June 30, 2027. Any balance of unspent or unobligated funds shall revert to the state upon closeout of the award. If it is determined at any point that funds were paid to the Participating Agency in excess of what should've been paid, the Participating Agency shall refund the overage to the Board.
- B. Compensation: This is a cost-reimbursement agreement. Payments made under this agreement shall not exceed the award amount and shall only be disbursed by Board after review and acceptance of the Participating Agency's performance of allowable activities outlined in this agreement.
- C. Payment Process: Subject to the provisions outlined in Section VII of this agreement, the Board agrees to pay the Participating Agency in accordance with s. 215.422, F.S.
- D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the Board and the State of Florida. While enrollment is not a requirement to receive funds under this agreement, the Participating Agency may choose to enroll by submitting the required authorization form to the Department of Financial Services. More information is available at the Department of Financial Services website: <https://www.myfloridacfo.com/division/aa/vendors>.
- E. Financial Management: The Participating Agency agrees to maintain all records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Participating Agency must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each award received from the state.
- F. Expenditures: All expenditures under this award must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Department of Financial Services.
- G. Taxes: The Participating Agency may use its own tax exemption when paying suppliers to fulfill contractual obligations under this award. The Participating Agency shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from this agreement, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.
- H. Invoicing Requirements: The payment request submitted to the Board for reimbursement serves as the Participating Agency's invoice to the Board for reimbursement. The payment request must adhere to all provisions outlined in Section VII of this agreement and the invoicing requirements outlined in the Reference Guide for State Expenditures maintained by the Department of Financial Services.
- I. Final Payment Request: If the Participating Agency fails to submit the final payment request to the Board by August 30, 2027, the Board may, at its sole discretion, consider the Participating Agency to have forfeited any all rights to reimbursement of the final payment request under this agreement.
- J. Refunds: If the Participating Agency, or its independent auditor, discover that an overpayment has been made, or that funds previously reimbursed under this award were all reimbursed by another funding source, the Participating Agency shall contact the Board immediately. In the event the Board first discovers an overpayment has been made, the Board will notify the Participating Agency in writing. The Board shall provide a Refund Request Form to the Participating Agency to be completed and mailed to the Board with the refund check. Refunds must be submitted to the

Department within 30 calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts
P.O. Box 1489
Tallahassee, FL 32302-1489

If repayment is not made in a timely manner, the Board shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Board may choose to recoup the overpayment from the next reimbursement request.

- K. Recoupment of Funds: If the Participating Agency's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Board or the State, the Board may recoup the costs or losses from reimbursement owed to the Participating Agency under this agreement. In the event additional costs or losses arise when no money is available under this agreement, the Participating Agency shall repay such costs to the Board in full within 30 days from the date of discovery or notification, unless the Board agrees, in writing, to an alternative timeframe.

3. Monitoring and Audit Requirements

This agreement is subject to the monitoring activities and audits outlined below.

- A. Monitoring: In addition to audits conducted under the Florida Single Audit Act, the Participating Agency agrees to cooperate and comply with any monitoring procedures or processes deemed appropriate by the Board. Monitoring activities may include, but is not limited to, site visits by Board staff, limited scope audits as defined by 2 CFR 200.425, or other appropriate procedures. In the event the Board determines a limited scope audit of the Participating Agency is appropriate, the Participating Agency agrees to comply with any additional instructions provided by the Board regarding such audit.
- B. Chief Financial Officer and Auditor General: The Participating Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Florida's Chief Financial Officer or Auditor General.
- C. Florida Single Audit Act: If the Participating Agency expends a total amount of state financial assistance equal to or more than \$750,000 in a fiscal year, the Participating Agency must have a state single audit or project specific audit for such fiscal year. The audit shall be conducted in accordance with s. 215.97, F.S., Administrative Rule 69I-5, and Chapter 10.550, Rules of the Auditor General.
- D. Determining State Financial Assistance Expenditures: In determining the state financial assistance expended in its fiscal year, the Participating Agency shall consider all sources of state financial assistance, including payments made from the Board and all other state agencies. State financial assistance does not include federal direct awards or federal funds passed through a state agency, which are subject to the federal audit requirements outlined in 2 CFR 200 Subpart F.
- E. Elective Audits: If the Participating Agency expends less than \$750,000 in total state financial assistance in a particular fiscal year, an audit Florida Single Audit is not required. However, if the Participating Agency elects to have an audit conducted in accordance with s. 215.97, F.S., the cost of the audit must be paid from the Participating Agency's own funds.

- F. Annual Audit Certification: The Participating Agency shall provide a Single Audit Certification Form shall be submitted to the Board's grant manager as soon as the Participating Agency knows how much state financial assistance it expended in the fiscal year, but no later than June 30th each year.
- G. Report Submission: Copies of reporting packages for audits conducted in accordance with the Florida Single Audit Act, s. 215.97, F.S., shall be submitted directly to the Auditor General at both electronically and a hard copy mailed to:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Information for filing electronically with the Auditor General is available on their website at <https://floridaauditor.gov>.

- H. Annual Financial Reporting Requirements: The Participating Agency is required to submit their Annual Financial Report to the Department of Financial Services no later than nine months after the close of the Participating Agency's fiscal year. The Annual Financial Report shall be submitted to the Department of Financial Services through the Department's XBRL (LOGERx) system.
- I. Monitoring and Audit-Specific Records Retention: The Participating Agency shall retain sufficient records demonstrating compliance with the monitoring and audit requirements outlined above for a period of five years from the date the monitoring report or audit is issued. The Participating Agency shall allow the Board, or its designee, the Florida Chief Financial Officer, or Florida Auditor General access to such records upon request. The Participating Agency shall also ensure that audit working papers are made available for a period of five years from the date the audit report was issued, unless extended in writing by the Board.

4. Mandatory Disclosures

This agreement is subject to the following disclosure and fraud-related conditions.

- A. Legal Proceedings: The Participating Agency shall disclose in writing all civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.
- B. Duty of Disclosure: The duty to disclose proceedings involving activities under this award applies to each officer and director of the Participating Agency, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceeding causes the Board concern about the Participating Agency's ability or willingness to perform work under this agreement, then upon the Board's request, the Participating Agency shall provide the Board all reasonable assurances that: (a) the Participating Agency will be able to perform work in accordance with the terms and conditions of this agreement; and (b) the Participating Agency and/or its employees, agents, vendors, and contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such proceeding while performing work under this agreement.
- C. Notification of Instances of Fraud: Upon discovery, the Participating Agency shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds

committed by the Participating Agency, its employees, or an agent, vendor, or contractor, to the Board within 24 hours of discovery.

- D. Conflict of Interest: The Participating Agency shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Participating Agency must disclose in writing any actual or potential conflict of interest to the Board. Additionally, the Participating Agency must disclose all violations of state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.
- E. Foreign Gifts and Contracts: The Participating Agency shall comply with any applicable disclosure requirements in s. 286.101, F.S.

5. Public Records Requirements

This agreement is subject to the following public records-related conditions.

- A. Public Records Law: The Participating Agency must allow public access to all documents, papers, letters, or other material, made or received by the Participating Agency in accordance with this agreement unless the public records are exempt from access pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics or means of transmission of the record. The Participating Agency shall provide copies of all requested documentation to the Board within 10 business days of the request. The Board may unilaterally terminate this agreement the Participating Agency refuses to allow public access to records as required by law.
- B. Public Records Requests: All request to inspect or copy public records relating to this agreement must be made directly to Board. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the state in conjunction with this agreement is governed by Public Records Law.
- C. Exemption from Public Records: If the Participating Agency has a reasonable, legal basis to assert that any portion of any public record submitted to the Board is confidential, proprietary, trade secret, or other not subject to disclosure, the Participating Agency must simultaneously provide the Board with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Participating Agency claims are confidential shall be redacted. If the Participating Agency fails to submit a redacted copy of records, such action may constitute a waiver of any claim of confidentiality.
- D. Requests for Redacted Records: If the Board receives a records request for records that include those marked as confidential, the Board will provide the Participating Agency's redacted copies to the requester. If a requester asserts a right to the portions of records claimed as confidential, the Board will notify the Participating Agency that such assertion has been made. It will be the Participating Agency's responsibility to assert that the portions of records in question are exempt under public records law or other legal authority. If the Board becomes subject to a demand for discovery or disclosure of the portion of records the Participating Agency claims as confidential in a legal proceeding, the Board will give the Participating Agency prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise

prohibited by law. The Participating Agency shall be responsible for defending its determination of record confidentiality. No right or remedy for damages against the Board may arise from any disclosure made by the Board based on the Participating Agency's failure to promptly, legally protect its claim of exemption.

- E. Records Transfer: If the Participating Agency's record retention requirements terminate prior to the requirements stated herein the Participating Agency may meet the Board's record retention requirements by transferring its records to the Board at that time, and by destroying duplicate records in accordance with s. 501.171, F.S., and if applicable s. 119.0701, F.S. The Participating Agency shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology.
- F. Applicability of Chapter 119, F.S.: If the Participating Agency has questions regarding the application of Chapter 119, F.S., and the Participating Agency's duty to provide public records relating to this agreement, the Participating Agency shall contact the Florida Department of Law Enforcement's Public Records Section at publicrecords@fdle.state.fl.us or via phone to (850) 410-7676.

6. Nonexpendable Property

This agreement is subject to the following conditions related to nonexpendable property. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible personal property of a nonconsumable nature.

- A. Procurement Guidelines: The Participating Agency shall adhere to their own established procurement policy, provided the policy is documented in writing. In absence of a written procurement policy the Participating Agency shall adhere to state procurement guidelines as applicable.
- B. Property Supervision and Control: Pursuant to s. 273.03, F.S., the Participating Agency is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in their custody.
- C. Maintenance of Property: The Participating Agency shall be responsible for the correct use of all nonexpendable property obtained using funds provided under this agreement. The Participating Agency shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- D. Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Participating Agency. The Participating Agency shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include, at a minimum: property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

6. Subcontracts

Unless expressly approved in Section III of this agreement, or through the formal amendment process, the Participating Agency may not (1) subcontract any of the funds provided under this award to a third-party; (2) contract any of its duties or responsibilities under this award out to a third-party; or (3) assign any of the

Participating Agency's rights or responsibilities herein, unless specifically permitted by law to do so. If this award includes approval in Section III to issue subcontracts, the following conditions apply:

- A. Participating Agency Responsibilities: The Participating Agency agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If Section III contains express approval to subcontract any of the work performed under this agreement it is understood by the Participating Agency that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Participating Agency agrees that all subcontractors performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Participating Agency further agrees that the Board shall not be liable to the contractor for all expenses and liabilities incurred under the contract and that the Participating Agency shall be solely liable to the contractor for all expenses and liabilities under the agreement between the Participating Agency and the third-party. If necessary, the Participating Agency, at its own expense, shall defend the Board against such claims.
- B. Subcontractor Responsibilities: Subcontractors of state financial assistance are obligated to comply with the requirements outlined in this agreement for monitoring, auditing, records retention, and financial reporting.
- C. Subcontractor Agreements: Agreements with subcontractors performing work under this award shall include, or be amended to include:
 - a. A scope of work that clearly establishes the tasks and activities the subcontractor will perform.
 - b. Specific deliverables related to the scope of work.
 - c. The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.
 - d. The financial consequences that will apply if the minimum level of service is not attained.
 - e. The financial consequences that will apply if the subcontractor fails to perform in accordance with the contract.
 - f. Details on the rate of payment and how payments will be made by the Participating Agency to the subcontractor.
- D. Required Documentation: The Participating Agency shall provide the Board copies of all subcontracts executed with entities performing work under this award and a completed DFS-A2-NS Form (Recipient/Subrecipient vs. Vendor Determination) with each subcontract. This form is required by the Florida Department of Financial Services and is used to determine the nature of the relationship with the third-party and if the Florida Single Audit Act requirements apply.
- E. Subcontractor Invoices: Invoices submitted by a subcontractor must clearly identify the dates of service (the invoice period), a description of specific deliverables provided during the invoice period, the quantity of services provided (hours or units), and the associated payment amount specified in the agreement between the Participating Agency and the subcontractor.

7. Indemnification

This agreement is subject to the following indemnification-related conditions.

- A. Limitations of Liability: The Participating Agency shall be fully liable for the actions of its agents, employees, partners, and subcontractors in the performance of activities under this agreement and shall fully indemnify, defend, and hold harmless the State of Florida and the Board, and their officers, agents, and employees from lawsuits, actions, damages, and costs of every name and description arising from or relating to personal injury or damage to real or personal tangible property alleged to be cause in whole or in part by the Participating Agency, its agents, employees, partners, or subcontractors in the performance of activities under this agreement. The Participating Agency shall not indemnify for that portion of any loss or damages proximately cause by the negligent act or omission of the State of Florida or the Board. Further the Participating Agency shall fully indemnify, defend, and hold harmless the State of Florida and the Board from any suits, actions, damages, and costs of every name and description including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right property by the Participating Agency. However, this obligation shall not apply to the Board's misuse or modification of the Participating Agency's products or the Board's operation or use of the Participating Agency's products in a manner not consistent with this agreement. If any product is the subject of an infringement suit, or in the Participating Agency's opinion is likely to become subject to such suit, the Participating Agency may at its sole expenses procure for the Board the right to continue using the product or to modify it to become non-infringing. If the Participating Agency is not reasonably able to modify or otherwise secure the Board the right to continue using the product, the Participating Agency shall remove the product and refund the Board the amounts paid in excess of a reasonable rental rate for past use. The Board will not be liable for any royalties. The Participating Agency's obligations under this condition with respect to any legal action are contingent upon the State of Florida or the Board giving the Participating Agency: (a) written notice any action or threatened action; (b) the opportunity to take over and settle or defend such action at the Participating Agency's sole expense; and (c) assistance in defending the action at the Participating Agency's sole expense. The Participating Agency shall not be liable for any cost, expense, or compromise incurred or made by the State of Florida or the Board in any legal action without the Participating Agency's prior consent, which shall not be unreasonably withheld.
- B. Sovereign Immunity: Nothing in this agreement shall be construed to affect in any way the Participating Agency's rights, privileges, and immunities under the doctrine of sovereign immunity as set forth in s. 768.28, F.S.

8. Termination and Force Majeure

This agreement is subject to the following termination-related conditions.

- A. Corrective Action: The Board will notify the Participating Agency in writing if corrective action is required for any area of noncompliance, nonperformance, or unacceptable performance of work under this agreement. Failure to implement the necessary corrective action, or improve performance of work, in accordance with the corrective action plan may result in termination of the agreement.
- B. Termination for Cause: The Board may, at its sole discretion and upon providing written notice to the Participating Agency, terminate the agreement if the Participating Agency fails to: (a) satisfactorily complete the deliverables within the project period of the agreement; (b) maintain adequate progress, thus endangering performance of the agreement; (c) honor any term or

condition of the agreement; or (d) abide by any statutory, regulatory, or other requirement of the agreement.

- C. Termination for Lack of Funds: If funding for this agreement is withdrawn or redirected by the Legislature, the Board shall provide written notice to the Participating Agency at the earliest possible time. The lack of funds shall not constitute a default by the Board or the State of Florida.
- D. Termination for Convenience: The Board may terminate this agreement, in whole or in part, by providing written notice to the Participating Agency that it is in the Board's or State of Florida's best interest to do so. The Participating Agency may also terminate this agreement by providing a written notice to the Board's grant manager that explicitly states the desire to rescind the agreement, reason for termination, and acknowledges that no further reimbursement will be paid to the Participating Agency under this award.
- E. Participating Agency's Responsibilities Upon Termination: If the Board issues a notice of termination to the Participating Agency, except as otherwise specified by the Board in that notice, the Participating Agency shall: (a) stop work under this agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Board does not terminate (if any); (c) take such action as may be necessary, or as the Board may specify, to protect and preserve any property which is in the possession of the Participating Agency and in which the Board has or may acquire an interest; and (d) transfer, assign, or make available to the Board all property and materials belonging to the Board upon the effective date of the termination of this agreement. The Participating Agency is not entitled to recover any cancellation charges or lost profits. No extra compensation will be paid to the Participating Agency for its services in connection with such transfer or assignment.
- F. Severability: If any provision of this agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or not otherwise unenforceable, and all other provisions remain in full force and effect.
- G. Survival: Any right or obligation of the Board or the Participating Agencies in this agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this agreement, will survive any such termination or expiration.
- H. Force Majeure: Neither the Board nor the Participating Agency shall be liable to the other for any delay or failure to perform under this agreement if such delay or failure is neither the fault nor cause by the negligence of either party (including their employees or agents) and the delay is due to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond either parties control. This extends to contractors and suppliers if no alternate source of supply is available. However, in the event a delay arises from one of the foregoing causes, the Board or the Participating Agency shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the performance of activities under this agreement.
- I. Notice of Delay from Force Majeure: In the case of any delay the Participating agency believes is excusable under the condition above, the Participating Agency shall notify the Board in writing of the delay or potential delay and the cause of the delay within 10 calendar days after the cause that creates or will create (in the case of predictability) the delay arose. The foregoing shall constitute the Participating Agency's sole remedy or excuse with respect to the delay. The Board, at its sole discretion, will determine if the delay is excusable under this section and will notify the Participating Agency of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Board. The Participating Agency will not be entitled to an increase in the

award amount or payment of any kind from the Board for any reason. If performance is suspended or delayed, in whole or in part, due to one of the force majeure causes, after the causes have ceased to exist, the Participating agency shall resume performance unless the Board determines, at its sole discretion, that the delay will significantly impair the ability of the Participating Agency to timely complete its obligations under this agreement. In that case, the Board may terminate the agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under this agreement to the Board.

SECTION XI: SIGNATURES

In witness whereof, the Board and Participating Agency affirm they each have ready and agree to the conditions set forth in Section IX and Section X of this agreement, have read and understand the agreement in its entirety, and have executed this agreement by their duly authorized officers on the date, month, and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: IG102

Award Amount: \$540,701.17

**Participating Agency
City of Pensacola**

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Participating Agency Chief Official

Signature: _____ Date: _____

Typed Name and Title: D.C. Reeves, Mayor

***** If using a designee, sign the Chief Official Designee section below*****

Participating Agency Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Participating Agency Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

State Board of Immigration Enforcement

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: _____ Date: _____

Printed Name and Title: Felicia Pinnock, Senior Management Analyst Supervisor



PENSACOLA POLICE DEPT, CITY OF
PENSACOLA POLICE - 40 APX NEXT - SBIE Rev_08072026
05/26/2026

Billing Address:
PENSACOLA POLICE DEPT, CITY
OF
711 N HAYNE ST
PENSACOLA, FL 32501
US

Shipping Address:
PENSACOLA POLICE DEPT, CITY
OF
711 N HAYNE ST
PENSACOLA 32501 0001
PENSACOLA, FL 32501
US

Quote Date:05/26/2026
Expiration Date:10/06/2026
Quote Created By:
John Welch
Sr. Account Executive
John.Welch@
motorolasolutions.com
8508223790

End Customer:
PENSACOLA POLICE DEPT, CITY OF
SERGEANT DENNIS SALON
dsalon@cityofpensacola.com

Contract: 19860 - NASPO 00318
AGREEMENT: STATE OF FLORIDA
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT ENHANCED						
1	H55TGT9PW8BN	PORTABLE RADIO APX NEXT; ALL-BAND MODEL 4.5	40		\$8,818.00	27.0%	\$6,437.14	\$257,485.60
1a	Q698AE	ALT: PLASTIC CARRY HOLSTER WITH 3 INCH CLIP	40		\$0.00	0.0%	\$0.00	\$0.00
1b	QA09001AM	ADD: WIFI CAPABILITY	40		\$353.00	27.0%	\$257.69	\$10,307.60
1c	H499KC	ENH: SUBMERSIBLE (DELTA T)	40		\$177.00	27.0%	\$129.21	\$5,168.40
1d	Q629BD	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	40		\$560.00	27.0%	\$408.80	\$16,352.00
1e	H869DB	SOFTWARE LICENSE ENH: MULTIKEY	40		\$388.00	27.0%	\$283.24	\$11,329.60
1f	QA10116AA	ADD: AT&T US ACTIVE PSIM	40		\$0.00	0.0%	\$0.00	\$0.00
1g	QA03399AK	ADD: ENHANCED DATA	40		\$177.00	27.0%	\$129.21	\$5,168.40



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
1h	QA09028AA	ADD: VIQI VC RADIO OPERATION	40		\$0.00	0.0%	\$0.00	\$0.00
1i	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	40		\$607.00	27.0%	\$443.11	\$17,724.40
1j	QA00580BA	ADD: TDMA OPERATION	40		\$530.00	27.0%	\$386.90	\$15,476.00
1k	Q361CD	ADD: P25 9600 BAUD TRUNKING	40		\$353.00	27.0%	\$257.69	\$10,307.60
1l	H38DA	ADD: SMARTZONE OPERATION	40		\$1,412.00	27.0%	\$1,030.76	\$41,230.40
1m	Q173CA	ADD: SMARTZONE OMNILINK	40		\$0.00	0.0%	\$0.00	\$0.00
1n	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	40		\$0.00	0.0%	\$0.00	\$0.00
2	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	0.0%	\$0.00	\$0.00
3	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	0.0%	\$0.00	\$0.00
4	PSV01S02944A	PROVISIONING SUPPORT	1	2 YEARS	\$0.00	0.0%	\$0.00	\$0.00
5	SSV01S01907A	SMARTMAPPING	40	2 YEAR	\$150.00	0.0%	\$150.00	\$6,000.00
6	SSV01S01406A	SMARTCONNECT	40	2 YEAR	\$150.00	0.0%	\$150.00	\$6,000.00
7	SSV01S01476A	SMARTLOCATE	40	2 YEAR	\$150.00	0.0%	\$150.00	\$6,000.00
8	SSV01S01407A	SMARTPROGRAMMING	40	2 YEAR	\$150.00	0.0%	\$150.00	\$6,000.00
9	LSV01S03082A	RADIOCENTRAL PROGRAMMING	40	2 YEARS	\$64.08	0.0%	\$64.08	\$2,563.20
10	LSV01S03446A	APX NEXT DMS ESSENTIAL*	40	5 YEARS	\$384.60	0.0%	\$384.60	\$15,384.00
11	PMMN4136B	XVP830 REMOTE SPEAKER MICROPHONE, NO CHANNEL KNOB	40		\$520.00	27.0%	\$379.60	\$15,184.00
12	NNTN9199A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	40		\$181.43	27.0%	\$132.44	\$5,297.60
13	PMPN4591B	CHARGER, DESKTOP MULTI UNIT IMPRES 2, 6 DISPLAY, US	4		\$1,925.24	27.0%	\$1,405.43	\$5,621.72
14	NNTN9216B	BATTERY PACK,PORTABLE RADIO	65		\$248.05	27.0%	\$181.08	\$11,770.20



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Disc %	Sale Price	Ext. Sale Price
		BATTERY IMPRES 2 LI-ION IP68 4400T						
	Product Services							
15	LSV00Q00202A	DEVICE PROGRAMMING	40		\$257.14	0.0%	\$257.14	\$10,285.60
Grand Total							\$480,656.32(USD)	

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



**RESOLUTION
NO. 2026-26**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	63,056,927
To:		
Reads	Federal Grants	63,597,628
As Reads	Personnel Services	284,163
To:		
Reads	Personnel Services	824,864

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

**SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - FY25-26 FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) GRANT AWARD ID:
IG102 - RES NO. 2026-26**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	540,701	Increase estimated revenue from Federal Grants
Total Revenues	<u>540,701</u>	
Appropriations		
Personnel Services	540,701	Increase appropriation for Personnel Services
Total Appropriations	<u>540,701</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-785

Agenda Conference

9/8/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-26- FY25-26 FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) GRANT AWARD NO. IG102

RECOMMENDATION:

That City Council adopt Supplement Budget Resolution No. 2026-26.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The corresponding purchases do not directly advance a goal of the City of Pensacola Strategic Plan, but will support activities required under local, state, or federal law, governance, or regulation.

The Pensacola Police Department (PPD) submitted a grant application to the Florida

Department of Law Enforcement (FDLE) for funding for:

- (40) Portable public safety radios to improve interoperability, officer safety, and coordination during joint operations with our federal, state, and local law enforcement partners
- A digital evidence and data storage system to support criminal investigations involving immigration-related offenses and transnational criminal activity
- Specialized training and certification program for law enforcement personnel involved in immigration enforcement operations and related investigative functions
- Overtime expenses associated with immigration enforcement activities, operational support, and any task force operations under the 287g program

PPD has been awarded \$540,701 through the FY25-26 Immigration Grant Program (IGP) as administered through the State Board of Immigration Enforcement (SBIE). The grant assists Florida law enforcement agencies with the costs of equipment, technology, training, overtime, and operational costs associated with the public safety initiatives, inter-agency cooperation, and operational activities required of local law enforcement agencies under State and Federal immigration enforcement programs and regulations.

Pursuant to SBIE grant requirements, City Council is being notified of PPD's intended use of the grant funds and is asked to approve acceptance of the grant, with members of the public being provided an opportunity to comment on the application submission.

PRIOR ACTION:

None

FUNDING:

Budget:	\$540,701.00	
Actual:	\$13,444.00	Training Programs for 287(g)
	\$1,750.00	Travel & Lodging
	\$477,224.00	Equipment, Hardware, Software
	\$48,283.00	Overtime/Fringe for Task Officers
	\$540,701.00	TOTAL

FINANCIAL IMPACT:

The grant funds will provide funding for this project and do not require a local match. Adoption of the supplemental budget resolution will appropriate the grant funds.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

7/1/2026

STAFF CONTACT:

David Stafford, City Administrator
Eric Winstrom, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-26
2. Supplemental Budget Explanation No. 2026-26

PRESENTATION: No

**RESOLUTION
NO. 2026-26**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	63,056,927
To:		
Reads	Federal Grants	63,597,628
As Reads	Personnel Services	284,163
To:		
Reads	Personnel Services	824,864

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

**SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - FY25-26 FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) GRANT AWARD ID:
IG102 - RES NO. 2026-26**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	540,701	Increase estimated revenue from Federal Grants
Total Revenues	<u>540,701</u>	
Appropriations		
Personnel Services	540,701	Increase appropriation for Personnel Services
Total Appropriations	<u>540,701</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-915

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FY 26-27 COMMUNITY EMERGENCY RESPONSE TEAM (CERT)/CITIZENS CORPS (CC)
GRANT -

RECOMMENDATION:

That City Council approve the acceptance of the Community Emergency Response Team (CERT)/ Citizens Corp Grant to support the Be Read Alliance Escambia Community (BRACE) Community Emergency Response Team) in the amount of \$10,000 Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The City of Pensacola has been awarded a grant from Volunteer Florida through Be Ready Alliance Coordinating for Emergencies (BRACE) Escambia County to support the local Fire

Corps program. The recurring grant provides continued support for BRACE's mission to strengthen emergency preparedness and response efforts throughout the community. Funding will specifically support the Fire Corps branch of BRACE, which provides critical on-scene rehabilitation services to first responders during large-scale and extended incidents.

Fire Corps volunteers assist emergency personnel by helping provide essential rehabilitation and support services during prolonged emergency operations. These efforts help ensure first responders can remain safe, healthy, and ready to continue serving the community when emergencies require extended response efforts.

The City of Pensacola is grateful to Volunteer Florida and BRACE for their continued investment in local emergency preparedness and for recognizing the important role volunteers play in supporting first responders.

This grant represents an ongoing partnership dedicated to building a stronger, more resilient community and ensuring local emergency responders have the support they need during major incidents.

PRIOR ACTION:

October 1, 2024 – The City of Pensacola accepted the Community Emergency Response Team (CERT)/Citizens Grant to support the Be Ready Alliance Escambia Community (BRACE) Emergency Response Team in the amount of \$7,500 for the period October 1, 2024 – August 31, 2025

FUNDING:

Budget:	\$10,000.00	
Actual:	\$10,000.00	
	\$10,000.00	TOTAL

FINANCIAL IMPACT:

Funding is from the grant award for the FY26-27 Community Emergency Response Team (CERT)/ Citizens Corp Grant. Projects to be funded from this grant award do not require a local match. Adoption of the supplemental budget resolution will appropriate funding for this

grant.

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

STAFF CONTACT:

Amy Miller, Deputy City Administrator
Amy Lovoy, Finance Director
Ginny Cranor, Fire Chief

ATTACHMENTS:

1. City of Pensacola Fire CC Award contract letter

PRESENTATION: No



volunteerflorida

1545 Raymond Diehl Road
Suite 250
Tallahassee, Florida 32308

Phone: 850.414.7400
Fax: 850.254.0835

VolunteerFlorida.org

June 29, 2026

Chief Ginny Cranor
City of Pensacola Fire Department, Citizen Corps
475 E. Strong Street
Pensacola, FL 32501

Dear Chief Cranor,

On behalf of Volunteer Florida, we are very excited to announce City of Pensacola Fire Department Citizen Corps Program as a recipient of the 2026-2027 Community Emergency Response Team (CERT)/Citizens Corps (CC) grant in the amount of \$10,000. CERT organizations play a vital role in enhancing community preparedness and resilience and we are thrilled to work with you.

Please keep in mind that the contract period begins on July 1, 2026 and runs through May 31, 2027. Spending conducted outside of the contract period will not be reimbursable.

The next step of the process is to sign the contract. You will receive an email from DocuSign to sign the CERT/CC contract and complete attachment H. Both documents will need to be signed and submitted through the DocuSign portal. If your program requires a wet signature, then please send an email to Robin Bridges at Robin@volunteerflorida.org.

Volunteer Florida looks forward to working with your organization throughout this process. We are available to assist you in resolving any of the aforementioned issues.

Please do not hesitate to contact your State CERT Program Manager, Robin Bridges at Robin@volunteerflorida.org or by phone at (850) 354-9130 if you have any questions or requests for other assistance.

Thank you,

Christy Rojas
Emergency Management Director



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-960

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-38 - FIRE - FY 26-27 COMMUNITY EMERGENCY RESPONSE TEAM (CERT)/CITIZEN CORPS (CC) GRANT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-38

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola has been awarded a grant from Volunteer Florida through Be Ready Alliance Coordinating for Emergencies (BRACE) Escambia County to support the local Fire Corps program.

The recurring grant provides continued support for BRACE's mission to strengthen emergency preparedness and response efforts throughout the community. Funding will specifically support the Fire Corps branch of BRACE, which provides critical on-scene rehabilitation services to first responders during large-scale and extended incidents.

Fire Corps volunteers assist emergency personnel by helping provide essential rehabilitation

and support services during prolonged emergency operations. These efforts help ensure first responders can remain safe, healthy, and ready to continue serving the community when emergencies require extended response efforts.

The City of Pensacola is grateful to Volunteer Florida and BRACE for their continued investment in local emergency preparedness and for recognizing the important role volunteers play in supporting first responders.

This grant represents an ongoing partnership dedicated to building a stronger, more resilient community and ensuring local emergency responders have the support they need during major incidents.

PRIOR ACTION:

October 1, 2024 – The City of Pensacola accepted the Community Emergency Response Team (CERT)/Citizens Grant to support the Be Ready Alliance Escambia Community (BRACE) Emergency Response Team in the amount of \$7,500 for the period October 1, 2024 – August 31, 2025

FUNDING:

Budget: \$10,000

Actual \$10,000

FINANCIAL IMPACT:

The estimated grant award for the FY 26-27 Community Emergency Response Team (CERT)/Citizen Corps (CC) Grant is \$10,000. Projects to be funded from this grant do not require a local match. Adoption of the supplemental budget resolution will appropriate funding for this grant.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

Amy Miller, Deputy City Administrator
Amy Lovoy, Finance Director

Ginny Cranor, Fire Chief

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-38
2. Supplemental Budget Explanation No. 2026-38

PRESENTATION: No

**RESOLUTION
NO. 2026-38**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	68,352,927
To:		
Reads	Federal Grants	68,362,927
As Reads	Operating Expenses	18,909,291
To:		
Reads	Operating Expenses	18,919,291

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

SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - FIRE - FY 26-27 COMMUNITY EMERGENCY RESPONSE TEAM (CERT)/CITIZEN CORPS (CC) GRANT - NO. 2026-38

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	10,000	Appropriate estimated Revenue from Federal Grants - FY 26-27 Community Emergency Response Team (CERT)/Citizen Corps (CC) GRANT
Total Revenues	<u>10,000</u>	
Appropriations		
Operating Expenses	10,000	Appropriate Funding for Operating Expenses
Total Appropriations	<u>10,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-986

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT NO. DH020 -
HOLLICE T. WILLIAMS STORMWATER PARK

RECOMMENDATION:

That City Council approve the acceptance of the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GRANT NO. DH020 - HOLLICE T. WILLIAMS STORMWATER PARK for the construction and monitoring of stormwater improvements in the amount of \$5,190,939 with a \$0 local match for a total grant value of \$5,190,939. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant agreement, including any final revisions required by FDEP, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

This award, funded by the Florida Trustee Implementation Group (FL TIG) through the Natural

Resources Damage Assessment (NRDA) Deepwater Horizon settlement, will be used by the City of Pensacola to construct select stormwater improvements within the Hollice T. Williams Stormwater Park. Targeted improvements include, but are not limited to, stormwater capture units, associated earthwork, gravel bedding, and approximately 859 feet of pipe. The funding will also cover costs associated with engineering, surveying, temporary facilities, general conditions, and fund required onsite water quality monitoring and reporting activities for two years following completion of construction.

PRIOR ACTION:

N/A

FUNDING:

Budget \$ 5,190,939 Florida DEP DH020 Grant Agreement
 \$ 5,190,939 TOTAL

Actual \$ 5,190,939 Construction, Inspection, and Final Report for the Project
 \$ 5,190,939 TOTAL

FINANCIAL IMPACT:

The grant funds will provide funding for this project. Adoption of the supplemental budget resolution will appropriate the grant funds.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

8/20/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Lovoy, Finance Director

Amy Tootle, Public Works Director
Brad Hinote, City Engineer
Joel Hollon, Grants Division Manager

ATTACHMENTS:

1. DH020 Hollice T. Williams Stormwater Park Execution

PRESENTATION: No

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____

(Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____

(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$

Total Amount of Funding + Grantee Match, if any: \$

6. Department's Grant Manager Name: _____ or successor	Grantee's Grant Manager Name: _____ or successor
Address: _____ _____	Address: _____ _____
Phone: _____	Phone: _____
Email: _____	Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☐ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☐ Attachment 2: Special Terms and Conditions
☐ Attachment 3: Grant Work Plan
☐ Attachment 4: Public Records Requirements
☐ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☐ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☐ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

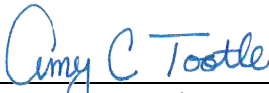
☐ Additional signatures attached on separate page.

Additional Signatures

(AFFIX CITY SEAL)

Attest: _____
Ericka L. Burnett, City Clerk

Approved as to Content:



Department Director

Legal in form and valid as drawn:

City Attorney

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Grantee.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Grantee.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.
- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subawards issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.
 - i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded

activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly

reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be

terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;

- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department

may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any

single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
- i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);
 - ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Section 760.01, 760.11 and 509.092, F.S.), including Part I, Chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America

preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and

the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract/subaward and Grantee shall be solely liable

to the subcontractor/subrecipient for all expenses and liabilities incurred under any subcontract/subaward.

- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of

State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. 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 Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment

(excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligation under any international agreement.

44. Complete and Accurate Information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. DH020**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Hollice T. Williams Stormwater Park (Project) is intended to create a multipurpose public space in the heart of the City of Pensacola to address flooding and water quality improvements, provide recreational, historical, and cultural experiences, and revitalize an urban corridor. The Project is a 47-acre urbanized area, located immediately north of downtown Pensacola, that lies beneath and adjacent to an elevated portion of Interstate I-110. The site encompasses two major spaces: the existing linear Hollice T. Williams Park and the existing Long Hollow Stormwater Pond and surrounding commercial buildings. Due to the size of the project area and the improvements necessary to achieve the project objectives and goals, the project will need to be constructed in phases and portions will need to be supported with other funding opportunities, including sources outside of NRDA. The Project described herein includes a portion of activities which are funded through this Agreement, but completion of the entire Project is necessary, including the portions constructed with other funding.

The Project includes construction of stormwater infrastructure and facilities to assist in flood mitigation and water quality improvement, and passive and active recreational facilities. Specifically, the Project includes construction of comprehensive stormwater management system improvements, including: (a) installation of new stormwater infrastructure (i.e. inlets, culverts, conveyance channels, detention facilities, etc.), (b) construction of new underground detention systems, (c) construction of a pump station at Long Hollow Pond with installation associated electrical, mechanical, and conveyance infrastructure, (d) construction of multipurpose recreational areas that also serve as stormwater management facilities (e) construction of park pavement and surfacing, (f) installation of site planting and planting soils, (g) construction of irrigation infrastructure, (h) installation of site lighting and electrical, (i) installation of signage and wayfinding, (j) installation of site furnishings (benches, bollards, water fountains, bike racks, trash receptacles), and (k) installation of other miscellaneous site features.

This funding agreement will provide funding for a portion of the items listed in the City's bid documents released July 3, 2026. The bid documents encompass the Project and the items funded through this agreement are described in Add Alternate #1 and Add Alternate #2. Specific activities include: stormwater capture units S-1A, S-1B, S-3 and S-4, associated earthwork, gravel bedding, a diversion structure and flap gate associated with units S1A and S-1B, 26 linear feet 30" reinforced concrete pipe connection between S-1A and S-1B, 21 linear feet of 24" reinforced concrete pipe connection between S-1B and the diversion structure, 112 linear feet of 6" PVC pipe between S-1B and the diversion structure, 600 linear feet of 24 inch HDPE pipe, and 100 feet of 18 inch HDPE pipe associated with units S-3 and S-4 , mobilization and demobilization costs, field engineering and surveying costs, temporary facilities, and general conditions for Add Alternate 1. The Project, including Add Alternate # 1 and Add Alternate #2 are defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses/Supplies
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Exhibit D, Quality Assurance Research Requirements for Grants.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms - Project Completion.

The Grantee is responsible for the completion of the Project as described in Paragraph 1 above. In addition to the funds provided through this Agreement the City has secured over \$20+ million in funds from various sources, including a Community Development Block grant, a Department of Transportation grant, and a \$10 million commitment from the Reconnecting Communities grant program. These funds, combined with the funding made available through this grant, are intended and expected to provide sufficient funds for completion of items 0.00

through 16.02, plus Add Alternate #1 and Add Alternate #2 Items in the Bid Quantity Sheet included in the City's bid documents released July 3, 2026. The Grantee is responsible for any additional funds that may be required to complete the items described herein. The Grantee indicated it will pursue funding to later complete more of the project elements, which may include funding for Alternates # 3, #4, #5 and #6 as noted in the Bid Quantity Sheet.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN**

ATTACHMENT 3

PROJECT TITLE: Hollice T. Williams Stormwater Park

PROJECT LOCATION: The Project is located at Hollice T. Williams Park within the City of Pensacola, near the southern end of Interstate I-110.

PROJECT BACKGROUND: The Hollice T. Williams Stormwater Park project (Project) will be implemented by the City of Pensacola (Grantee) with coordination from Escambia County. The Project builds on previous RESTORE Act Direct Component Planning Assistance for the Hollice T. Williams Stormwater Park, which conducted planning work and some engineering design work. Under this Project a portion of the park would be enhanced and redesigned to function as a stormwater park that captures runoff and pollutants, metals, and sediments from the runoff within the basin and reduce nutrient loading to improve water quality within Pensacola Bay. The Project will treat runoff from portions of a 145-acre drainage basin to the east and portions of the 1600-acre Long Hollow basin to the north.

PROJECT DESCRIPTION: The Project is intended to create a multipurpose public space in the heart of the City to address flooding and water quality improvements, provide recreational, historical, and cultural experiences, and revitalize an urban corridor. The Project is a 47-acre urbanized area, located immediately north of downtown Pensacola, that lies beneath and adjacent to an elevated portion of Interstate I-110. The site encompasses two major spaces: the existing linear Hollice T. Williams Park and the existing Long Hollow stormwater pond and surrounding commercial buildings. Due to the size of the Project area and the improvements necessary to achieve the Project objectives and goals, the Project will need to be constructed in phases and certain activities will need to be supported with other funding opportunities.

The Project will provide a significant improvement in stormwater management in the downtown area, with the benefit of pollutant reductions from stormwater runoff discharges into Pensacola Bay. The Project is estimated to provide a 41% reduction in nutrient discharges from Hollice T. Williams Park, along with an additional reduction of 320 lbs./yr of total nitrogen 48 lbs./yr of total phosphorus discharged from Long Hollow Pond.

The Project improvements include construction of stormwater infrastructure and facilities to assist in flood mitigation and water quality improvement and passive and active recreational facilities. Specifically, the Project will include construction of comprehensive stormwater management system improvements which includes: (a) installation of new stormwater infrastructure (i.e. inlets, culverts, conveyance channels, detention facilities, etc.), (b) construction of new underground detention systems, (c) construction of a pump station at Long Hollow Pond with installation associated electrical, mechanical, and conveyance infrastructure, (d) construction of multipurpose recreational areas to also serve as stormwater management facilities (e) construction of park pavement and surfacing, (f) installation of site planting and planting soils, (g) construction of irrigation infrastructure, (h) installation of site lighting and electrical, (i) installation of signage and wayfinding, (j) installation of site furnishings (benches, bollards, water fountains, bike racks, trash receptacles), and (k) installation of other miscellaneous site features.

This Agreement will provide funding for the Add Alternate #1 and Add Alternate #2 items listed in the City's bid documents released July 3, 2026. The bid documents encompass the entire Project, including items to be funded from other sources. Cost reimbursement provided under this Agreement is limited to the items listed in Add Alternate #1 and Add Alternate #2, which includes: stormwater capture units S-1A and S-1B, S-3 and S-4, associated earthwork, gravel bedding, a diversion structure and flap gate associated with units S1A and S-1B, 26 linear feet 30" reinforced concrete pipe connection between S-1A and S-1B, 21 linear feet of 24" reinforced concrete pipe connection between S-1B and the diversion structure, 112 linear feet of 6" PVC pipe between S-1B and the diversion structure, 600 linear feet of 24 inch HDPE pipe, and 100 feet of 18 inch HDPE pipe, as well as mobilization and demobilization costs, field engineering and surveying costs associated with Add Alternate #1.

The Hollice T. Williams Stormwater Park Project was included in the Deepwater Horizon Natural Resource Damage Assessment Florida Trustee Implementation Group (FL TIG) Final Restoration Plan 3 and Environmental Assessment: Water Quality (RP3/EA) (<https://www.gulfspillrestoration.noaa.gov/media/document/fltigfinal-rp3ea508july-2024-1pdf>). The FL TIG finalized RP3/EA in July 2024. In June 2026, FL TIG approved a request by the City to modify the Project due to new funding opportunities that allowed for scope expansion. The changes also incorporated updated stormwater and drainage modeling and re-evaluation of park amenities. The changes, approved through FL TIG Resolution FL-2026-008, are expected to improve performance (for both pollutant reduction and flooding) and long-term functionality of the stormwater management in and around the park.

TASKS and DELIVERABLES:

Task 1: Permits, Construction Documents, and Construction and Inspection Contracts

Deliverables: The Grantee will prepare construction documents and obtain all permits, and secure all contractors required for construction and inspection of the Project.

The Grantee will prepare construction documents from conceptual stage through final (100%) construction documents (Final Construction Documents), specifications, and cost estimates illustration all technical components and requirements for the construction of the Project.

The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, and select one or more qualified and licensed contractors to complete construction of the Project. The grantee will also prepare and execute a contract with the selected construction contractor. The Grantee will also procure the services of qualified construction, engineering and inspection (CEI) firm to oversee the construction contractor.

Documentation: The Grantee will submit: 1) electronic copy of all permits, or other approvals received for this project; 2) one (1) half scale 11"x17" electronic PDF copy of the final plans and technical specifications; 3) invitation to bid and associated bid documents; and 4) executed construction and construction inspection contracts.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they have been completed as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under Task 1, the Grantee may proceed with the Construction of the Project as described in Task 2.

Payment Request Schedule: Not applicable to this task.

Task 2: Construction, Inspection, and Final Report for the Project

Subtask Task 2.1 Construction and Inspection Deliverables: The Grantee will construct and inspect the Project in accordance with the FL TIG's Final Restoration Plan 3 and Environmental Assessment and Resolution # FL-2026-008, the design plans and specifications, bid documents and construction and inspection contract(s) submitted to the Department's Grant Manager in Task 1, and in accordance with all permits issued by local, state and/or federal agencies.

Documentation: The Grantee will submit: 1) monthly progress reports prepared by the CEI firm describing the Project work completed during the preceding month, work expected to be completed during the following month, any problems noted and resolutions of such problems, and any updates to the construction schedule; 2) dated color photographs of the construction site(s) prior to, during, and immediately following completion of construction; 3) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 4) signed acceptance of the completed work by the Grantee; 5) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design; and 6) an electronic PDF copy of As-Built drawings.

Performance Standard: The Department's Grant Manager will review the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager of deliverables under this task, the Grantee may proceed with payment request submittal for work conducted under Add Alternate # 1 and Add Alternate #2.

Payment Request Schedule: The Grantee may submit a payment request (Exhibit C) for cost reimbursement no more frequently than monthly. Payment requests shall include copies of invoices submitted by the Contractors and approved by the Grantee, along with cancelled checks or other form of verification of payment by the Grantee of the Contractor invoices.

Subtask Task 2.2 Final Project Report Deliverables: The Grantee, CEI, or other contractor will prepare a Long Hollow Pond Nutrient Concentration Summary Report, and Draft and Final Project Reports summarizing the results of the Project, including all tasks in the Grant Work Plan. The Draft and Final Project Report must include, at a minimum:

- Project location and background, project description and timeline, funding amounts and anticipated benefits.
- Financial summary of actual costs versus the budget or bid amounts, along with any changes required to the budget for the Project. In addition, the summary shall include actual costs of the Add Alternate #1 and Add Alternate #2 .
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays, and corrections, and/or other significant deviations from the original Project plan.
- Summary of Project activities completed as well as those not completed and why, as well as a summary of any additional phases yet to be completed.

- Dated color photographs of work performed (representative of the entire Project), appropriate figures (site location, site plan(s), etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the Project.
- Stormwater practices, irrigation systems, and the underground stormwater capture vaults, associated with the Project described herein and future phases of the project are expected to be maintained for the life of the Hollice T. Williams Stormwater Park. Identify the expected operation and maintenance to operate and maintain these facilities over time. Provide an estimate of needed staff time, cost, and associated work activities required to operate and maintain the system.
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results. This shall include a re-calculation of nutrient load reductions based on the stormwater and low impact design (LID) practices constructed versus those in the design plans and previously modelled. The Grantee shall also calculate load reductions (Total Nitrogen and Total Phosphorus) from use of the irrigation system that utilizes water from Long Hollow Pond. This calculation shall be based on minimum of 20 samples collected and analyzed from Long Hollow Pond within twelve (12) months of execution of the agreement, with results submitted in a Long Hollow Pond Nutrient Concentration Summary Report. The Grantee shall calculate annual average nutrient reductions based on the average nutrient concentrations collected and analyzed from the Pond, and the annual volume (in acre-ft and million gallons) of irrigation water applied to the Park from the Pond. This calculation shall be done for 2 years (one per year) following completion and use of the irrigation system.

Documentation: The Grantee will submit:

- 1) a copy of the Long Hollow Pond Nutrient Concentration Summary Report;
- 2) a copy of the Draft Project Report in Word format; and
- 3) a copy of the Department-approved Final Project Report in Word or PDF format.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. The Department's Grant Manager will provide comments on the Draft Project Report within thirty (30) days of receipt. The Grantee shall then submit the Final Project Report within sixty (60) days of receipt of the Department's Grant Manager's comments. The Final Project Report shall address the comments received. Upon review and written acceptance by the Department's Grant Manager of deliverables under this task, the Grantee may proceed with payment request submittal for work conducted under Subtask 2.2.

Payment Request Schedule: The Grantee may submit a payment request (Exhibit C) for cost reimbursement following the Grant Manager's acceptance of each deliverable. Payment requests shall include copies of invoices submitted by the Contractors and approved by the Grantee, along with cancelled checks or other form of verification of payment by the Grantee of the Contractor invoices.

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PROJECT TIMELINE: The tasks must be completed by the corresponding task end date, and all deliverables must be received by the designated due date.

Task	Start Date	End Date	Deliverable Due Date
Task 1 - Construction Documents, Permits, and Construction and Inspection Contracts	Upon execution of Grant.	Upon receipt of all required permits or other approvals from permitting agencies, Construction documents and Construction and Inspection Contracts.	All Task 1 deliverables shall be provided at least thirty (30) days prior to the Notice to Proceed issued to the Construction Contractor.
Subtask 2.1 – Construction and Inspection of the Project	Upon Issuance of the Notice to Proceed to construction contractor.	Within eighteen (18) months from the Notice to Proceed issued to the Contractor.	All Subtask related work must be completed within twenty-four (24) months from the execution of the Grant Agreement. Relevant deliverables shall be submitted with any payment request.
Subtask 2.2 – Final Report	Upon execution of Grant.	Draft Report within thirty months (30) months of Construction Completion. Final Report thirty-three (33) months of Construction Completion.	All Subtask related work must be completed within fifty-four (54) months from the execution of the Grant Agreement.

BUDGET DETAIL BY TASK:

Task No. / Title	Cost Reimbursement (Not to Exceed)
Task 1 – Construction Documents, Permits and Construction and Inspection Contracts	N/A
Task 2– Construction, Inspection and Final Report for the Project	\$5,190,939
Total	\$5,190,939

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category total for the project as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Category Totals	Grant Funding (Not to Exceed)
Contractual Services	\$5,190,939

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PUBLIC RECORDS REQUIREMENTS**

ATTACHMENT 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public
Services Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Agreement No. DH020

Attachment 5

2 of 7

Revised 7/1/25

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following <u>Matching</u> Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	GAA Line Item 1731-Natural Resource Damage Restoration-Final Restoration-Deepwater Horizon Oil Spill from Coastal Protection Trust Fund	2024-2025	37.081	Early and Final Restoration-Deepwater Horizon Oil Spill	\$5,190,939.00	087127
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$5,190,939.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

DEEPWATER HORIZON NATURAL RESOURCE DAMAGE ASSESSMENT

ATTACHMENT 6

1. Reports.

All reports, news releases, other publicity, and other materials prepared for publication pursuant to or related to the Project must acknowledge the funding support from the Florida Trustee Implementation Group (FL TIG) through the Natural Resources Damage Assessment Deepwater Horizon settlement. The Department will be provided notice of public reports or other publications issued by the Grantee prior to release with the opportunity for a 7-business day review.

2. Data Collection.

All data collected as a result of this Project is jointly owned by the FL TIG. All data and documents produced as result of this Project are subject to any federal and state laws governing access to and availability of public records.

3. Project Completion.

The Grantee is responsible for completion of this Project, even if the Project cost exceeds the amount of the Award. Any additional funds that may be required for the completion of this Project shall be paid by the Grantee.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	DH020
Project Title:	Hollice T. Williams Stormwater Park
Grantee Name:	City of Pensacola
Grantee's Grant Manager:	
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Permits, Construction Documents, and Construction and Inspection Contracts

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Deliverable	Date Submitted to DEP	Date Accepted by DEP
Electronic copy of all permits, or other approvals received.		
One (1) half scale 11"x17" electronic PDF copy of final plans and technical specifications.		
Invitation to bid and associated bid documents.		
Executed construction and construction inspection contracts.		

Task 2: Construction, Inspection, and Final Report for the Project

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Deliverable	Date Submitted to DEP	Date Accepted by DEP
2.1 Construction and Inspection Deliverables		
Monthly Progress reports prepared by CEI firm.		
Dated color photos of construction site.		
Written verification that Grantee has received drawings and final inspection report(s).		
Signed acceptance of completed work.		
Signed statement from PE that construction has been completed in accordance with design.		
Electronic pdf of As-Built drawings.		
2.2 Final Report Deliverables		

Deliverable	Date Submitted to DEP	Date Accepted by DEP
Copy of Long Hollow Nutrient Concentration Summary Report.		
Copy of Draft Project Report in Word format.		
Copy of Department approved Final Project Report in Word or PDF format.		

Projected expenditures:

Indicate the projected expenditures for the next calendar quarter:

\$ _____

This is the amount you expect to submit for reimbursement next quarter.

If there are no expenditures expected, please indicate the reason:

Completion Status for Tasks

Indicate the completion status for the following tasks, as applicable to the project. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 0% ☐ 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): Percent Completion %

Monitoring (Estimated): Percent Completion %

Overall Project Completion (Estimated): Percent Completion %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____

Task/Deliverable(s) Total Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ N/A	\$ N/A	\$N/A	\$N/A
Fringe Benefits	\$ N/A	\$ N/A	\$N/A	\$N/A
Indirect Cost	\$ N/A	\$ N/A	\$N/A	\$N/A
Contractual/Subaward (Subcontractors/Subrecipients)	\$	\$	\$N/A	\$N/A
Travel	\$ N/A	\$ N/A	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	\$ N/A	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	\$ N/A	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$ N/A	\$ N/A	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$ N/A	\$N/A	\$N/A
Supplies	\$ N/A	\$ N/A	\$N/A	\$N/A
TOTAL AMOUNT OF THIS REQUEST	\$	\$	\$N/A	\$N/A
TOTAL GRANT BUDGET AMOUNT	\$		\$N/A	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF	\$		\$N/A	
TOTAL REMAINING IN BUDGET	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

Agreement No.: DH020

Exhibit C

1 of 5

Rev. 09/15/2025

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO(s).: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE(s) TOTAL AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT OF THIS REQUEST*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT OF THIS REQUEST*" line. Enter the amount of the total grant budget on the "*TOTAL GRANT BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL GRANT BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN BUDGET*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTAL AMOUNT OF THIS REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT OF THIS REQUEST*" line for this column. Enter the match budget amount on the "*TOTAL GRANT BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL GRANT BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN BUDGET*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTAL REMAINING IN BUDGET.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

CERTIFICATIONS: Check all boxes that apply on the Grantees Certification of Payment Request. If third box is applicable then identify and fill in any and all licensed professional service providers that certified work or

services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.** If applicable, for payment requests involving construction then the Engineer's Certification of Payment Request (contained herein or as a separate Exhibit) **must also be fully filled in, signed by each Engineer/Engineering firm (if multiple, a separate signed form is required for each Engineer/Firm)** and submitted with the request for reimbursement.

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
QUALITY ASSURANCE REQUIREMENTS FOR GRANTS
STANDARD FIELD & LAB SERVICES**

EXHIBIT D

1. GENERAL REQUIREMENTS AND DEFINITIONS

- a. As applicable to the Scope of Services (i.e., scope of work, or grant work plan) described in the grant, the sampling, field testing and laboratory analyses performed under this Grant shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), and “Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract” (DEP-QA-002/02), February 2002.
- b. Hereinafter, “DEP” or “Department” refers to the Florida Department of Environmental Protection.
- c. “Grantee” shall refer to the grantee, subcontractors, subgrantees, or any entity procured to conduct work under the Grant.
- d. “Sample” and “sampling” refers to samples that shall be either collected or analyzed under the terms of this Grant.

2. REQUIREMENTS FOR LABORATORIES

- a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this Grant. Laboratory certification requirements are described in [Rule 62-160.300](#), F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to Paragraph 62-160.300(5)(c), F.A.C.
- b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the Grant, as determined by the Department according to Paragraph 62-160.300(1)(c), F.A.C.
- c. If the laboratory is not certified for some or all proposed test measurements, the laboratory shall apply for certification within one month of Grant execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the Grant by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference ([NELAC 2003 Quality Systems standards, as adopted](#)) upon Grant execution.
- d. Laboratories shall maintain certification as specified in item 2.a above during the life of the Grant. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Grantee shall notify the DEP Grant Manager in writing before any change to a sub-contracted laboratory is made.
- e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required Grant Quality Assurance (QA) Plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the Grant.
- f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the [2003 NELAC Quality Systems](#) standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the Grant shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to Subsection [62-160.330\(3\)](#), F.A.C., if applicable. If requested by the

Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.

- g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the Grant.
- h. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable Grant data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as approved in the Grant QA Plan (see Section 6).
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Exhibit.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the Grant QA Plan.

3. **FIELD ACTIVITIES**

- a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" ([DEP-SOP-001/01](#), January, 2017). The specific standard operating procedures (SOPs) to be used for this Grant shall be cited in the Grant QA Plan (see Section 6).
- b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP [FQ 1000](#) (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this Grant according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP [FS 2100](#) (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the Grant QA Plan (see Section 6 below).
 - (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the Grantee shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP Grant Manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this Grant.
 - (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. Reporting, Documentation and Records Retention shall be in compliance with the provisions specified in the DEP Grant.
- b. Deliverable requirements for Reporting are further specified in DEP Grant Scope of Services.
- c. All laboratory and field records described or listed in Rules [62-160.240](#) and [62-160.340](#), F.A.C., shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the Grant. Longer retention times as specified in the Grant shall supersede.
- d. All field and laboratory data and supporting information shall be reported for this Grant according to applicable requirements in Subsections 62-160.340(3) – (8), F.A.C.

- e. Any other documentation and reports associated with work performed for this Grant shall be likewise retained and shall include relevant information for the procedures described in Sections 2 and 3, above.
- f. Any documentation or reports specifically identified in this Grant as deliverable work products shall be retained as in 4.a., above.
- g. All field and laboratory records that are associated with work performed under this Grant shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- h. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the Grant and/or Scope of Services, and/or as described in the approved Grant QA Plan (see Section 6). Also, see Subsection k., below.
- i. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements ([NELAC 2003](#), section 5.5.10).
- j. Upon request by the Department Grant Manager or as required by the Grant, copies of the original laboratory reports shall be submitted to the Department Grant Manager.
- k. In addition to any reports of sample results provided per Grant deliverable requirements and Subsections b., e., f. and g., above, the Grantee shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (Section 4) upon request by DEP, including any of the following:

- ▶ **Laboratory sample identification (ID) and associated Field ID**

- ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Data Qualifier Codes per Table 1 of Rule [62-160.700](#), F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation of received samples
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this Grant)
 - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection
 - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
 - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
 - ▶ Results for field duplicates (or replicates)
 - ▶ Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses
 - Results of laboratory control samples (LCS)
 - Results of calibration verifications
 - Acceptance criteria used to evaluate each reported quality control measure

- l. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
- m. In addition to any field information provided per Grant deliverable requirements, and Subsections b., e., f. and g., above, the Grantee shall submit any of the field information and/or records associated with the contracted samples as described in this section (Section 4) upon request by DEP, including any of the following:

- ▶ Site name and location information
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth, if applicable
 - ▶ Sample collection method identified by the DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.
 - ▶ Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).
- n. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the Grant and/or Scope of Services, and/or as described in the approved QA Plan (see Section 6).

5. **AUDITS**

- a. **TECHNICAL AUDITS BY THE DEPARTMENT** – Pursuant to [Rule 62-160.650, F.A.C.](#), the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at Grantee facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per Section 4, above, shall be provided by the Grantee. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the Grant, do not meet the data quality objectives specified by the Grant, do not meet other applicable Department criteria described in the Grant, its exhibits, the QA Plan (see Section 6) or these QA Requirements, do not meet applicable data validation criteria outlined in [Rule 62-160.670, F.A.C.](#), or are not otherwise suitable for the intended use of the data (however applicable), the DEP Grant Manager shall pursue remedies available to the Department pursuant to the terms of the Grant.
- b. **PLANNING REVIEW TECHNICAL AUDITS** –
- (i) **Initial:** The Grantee shall review the Grant QA Plan (see Section 6) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. A summary of the review, including any corrective action plans or amendments to the Grant QA Plan, shall be sent to the DEP Grant Manager, and a copy of all submitted documents shall be maintained with the permanent project records.
 - (ii) **Ongoing:** Planning reviews as described in subsection (i) above shall occur after the initial planning review audit for the remainder of the Grant, as specified in the Scope of Services.
 - (iii) **Statements of Usability:** Initial and ongoing Planning Review Technical Audits described in (i) and (ii) above shall include statements about data usability relative to the Grant data quality objectives and any data quality indicators that may be specified in the Grant, its exhibits, the QA Plan (see Section 6), or these QA Requirements. This usability determination shall take into account all applicable data quality acceptance and usability criteria for quality control and environmental sample results for the Grant, as specified in the procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits, or these QA Requirements.
 - (iv) Initial and ongoing reviews and summaries shall be completed within timeframes specified in the Grant Scope of Services.
- c. **QUALITY SYSTEMS AUDITS** – The Grantee shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each entity performing work under the Grant. The results of these audits shall be

documented in the Grantee's records. Copies of the above audit reports or results shall be provided to the DEP Grant Manager upon request. Copies of audit records for internal audits conducted per DEP SOP [FA 1000](#) (subpart FA 4200) or NELAC Quality Systems requirements ([NELAC 2003](#), section 5.4.13) shall be similarly provided upon request.

6. QUALITY ASSURANCE PLAN

- a. The Grantee shall submit a Quality Assurance (QA) Plan for the Grant to the DEP Grant Manager, as specified in the Grant Scope of Services. The Standard QA Plan Template may be used to capture all required elements in the Plan.
- b. The DEP Grant number shall appear on the title page of the submitted QA Plan. The Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved, within timeframes specified in the Grant Scope of Services. If further revisions are needed, the Grantee shall respond within timeframes specified in the Grant Scope of Services. The Department shall respond to all revisions to the QA Plan within timeframes specified in the Grant Scope of Services.
- c. Work may not begin for specific Grant tasks until approval (or conditional approval) has been received by the Grantee from the DEP Grant Manager. Sampling and analysis for the Grant may not begin until the QA Plan has been approved (or conditionally approved).
- d. Once approved, the Grantee(s) shall follow the procedures and methods described in the approved QA Plan and any other relevant quality assurance documents, including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the QA Plan; and
 - ▶ Using only the equipment approved in the QA Plan.

If any significant changes occur in sampling project design, project analyte list, procedures or test methods, equipment, or key personnel, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review, within timeframes specified in the Grant Scope of Services. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager, as documented through written or electronic correspondence.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
REQUEST FOR PAYMENT - PART II
REIMBURSEMENT DETAIL
EXHIBIT J**

DEP Agreement No.:						Payment Request No.:			
Grantee Name:						Invoice Period:			
Vendor Name	Invoice Number	Invoice Date	Invoice Amount	Amount to Credit toward Match, or Local Share, or Other Funding, or Amount Not Requested	Requested Amount	Check or EFT Number	Task Number	Budget Category	
Example: Vendor Name	1	6/2/2022	\$ 22,775.30	\$ -	\$ 22,775.30	V47494	1	Contractual Services	
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Totals:			\$ 22,775.30	\$ -	\$ 22,775.30				



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-987

Agenda Conference

9/8/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-40 - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT NO. DH020 - HOLLICE T. WILLIAMS STORMWATER PARK

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-40.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

This award, funded by the Florida Trustee Implementation Group (FL TIG) through the Natural Resources Damage Assessment (NRDA) Deepwater Horizon settlement, will be used by the City of Pensacola to construct select stormwater improvements within the Hollice T. Williams

Stormwater Park. Targeted improvements include, but are not limited to, stormwater capture units, associated earthwork, gravel bedding, and approximately 859 feet of pipe. The funding will also cover costs associated with engineering, surveying, temporary facilities, general conditions, and fund required onsite water quality monitoring and reporting activities for two years following completion of construction.

PRIOR ACTION:

N/A

FUNDING:Budget \$ 5,190,939 Florida DEP DH020 Grant Agreement

\$ 5,190,939 TOTAL

Actual \$ 5,190,939 Construction, Inspection, and Final Report for the Project

\$ 5,190,939 TOTAL

FINANCIAL IMPACT:

The grant funds will provide funding for this project. Adoption of the supplemental budget resolution will appropriate the grant funds.

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

8/20/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Lovoy, Finance Director
Amy Tootle, Public Works Director
Brad Hinote, City Engineer

Joel Hollon, Grants Division Manager

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-40
2. Supplemental Budget Explanation No. 2026-40
3. DH020 Hollice T. Williams Stormwater Park Execution

PRESENTATION: No

**RESOLUTION
NO. 2026-40**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	State Grants	14,204,724
Amended		
To Read:	State Grants	19,395,663
As Reads	Capital Outlay	70,338,745
Amended		
To Read:	Capital Outlay	75,529,684

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

SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - FDEP - GRANT NO. DH020 - HOLLICE T WILLIAMS STORMWATER PARK - Explanation No. 2026-40

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
State Grants	5,190,939	Increase estimated revenue for State Grants
Total Revenues	<u>5,190,939</u>	
Appropriations		
Capital Outlay	5,190,939	Increase appropriation funding for Capital Outlay
Total Appropriations	<u>5,190,939</u>	

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____

(Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____

(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$

Total Amount of Funding + Grantee Match, if any: \$

6. Department's Grant Manager Name: _____ or successor	Grantee's Grant Manager Name: _____ or successor
Address: _____ _____	Address: _____ _____
Phone: _____	Phone: _____
Email: _____	Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☐ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☐ Attachment 2: Special Terms and Conditions
☐ Attachment 3: Grant Work Plan
☐ Attachment 4: Public Records Requirements
☐ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☐ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☐ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
 Secretary or Designee Date Signed

Print Name and Title of Person Signing

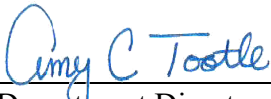
☐ Additional signatures attached on separate page.

Additional Signatures

(AFFIX CITY SEAL)

Attest: _____
Ericka L. Burnett, City Clerk

Approved as to Content:



Department Director

Legal in form and valid as drawn:

City Attorney

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Grantee.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Grantee.The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.
- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subawards issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.
 - i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded

activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly

reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be

terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;

- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department

may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any

single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
- i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);
 - ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Section 760.01, 760.11 and 509.092, F.S.), including Part I, Chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America

preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. **Procuring Signs:** Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and

the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract/subaward and Grantee shall be solely liable

to the subcontractor/subrecipient for all expenses and liabilities incurred under any subcontract/subaward.

- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of

State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. 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 Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment

(excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligation under any international agreement.

44. Complete and Accurate Information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. DH020**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Hollice T. Williams Stormwater Park (Project) is intended to create a multipurpose public space in the heart of the City of Pensacola to address flooding and water quality improvements, provide recreational, historical, and cultural experiences, and revitalize an urban corridor. The Project is a 47-acre urbanized area, located immediately north of downtown Pensacola, that lies beneath and adjacent to an elevated portion of Interstate I-110. The site encompasses two major spaces: the existing linear Hollice T. Williams Park and the existing Long Hollow Stormwater Pond and surrounding commercial buildings. Due to the size of the project area and the improvements necessary to achieve the project objectives and goals, the project will need to be constructed in phases and portions will need to be supported with other funding opportunities, including sources outside of NRDA. The Project described herein includes a portion of activities which are funded through this Agreement, but completion of the entire Project is necessary, including the portions constructed with other funding.

The Project includes construction of stormwater infrastructure and facilities to assist in flood mitigation and water quality improvement, and passive and active recreational facilities. Specifically, the Project includes construction of comprehensive stormwater management system improvements, including: (a) installation of new stormwater infrastructure (i.e. inlets, culverts, conveyance channels, detention facilities, etc.), (b) construction of new underground detention systems, (c) construction of a pump station at Long Hollow Pond with installation associated electrical, mechanical, and conveyance infrastructure, (d) construction of multipurpose recreational areas that also serve as stormwater management facilities (e) construction of park pavement and surfacing, (f) installation of site planting and planting soils, (g) construction of irrigation infrastructure, (h) installation of site lighting and electrical, (i) installation of signage and wayfinding, (j) installation of site furnishings (benches, bollards, water fountains, bike racks, trash receptacles), and (k) installation of other miscellaneous site features.

This funding agreement will provide funding for a portion of the items listed in the City's bid documents released July 3, 2026. The bid documents encompass the Project and the items funded through this agreement are described in Add Alternate #1 and Add Alternate #2. Specific activities include: stormwater capture units S-1A, S-1B, S-3 and S-4, associated earthwork, gravel bedding, a diversion structure and flap gate associated with units S1A and S-1B, 26 linear feet 30" reinforced concrete pipe connection between S-1A and S-1B, 21 linear feet of 24" reinforced concrete pipe connection between S-1B and the diversion structure, 112 linear feet of 6" PVC pipe between S-1B and the diversion structure, 600 linear feet of 24 inch HDPE pipe, and 100 feet of 18 inch HDPE pipe associated with units S-3 and S-4 , mobilization and demobilization costs, field engineering and surveying costs, temporary facilities, and general conditions for Add Alternate 1. The Project, including Add Alternate # 1 and Add Alternate #2 are defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses/Supplies
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Exhibit D, Quality Assurance Research Requirements for Grants.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms - Project Completion.

The Grantee is responsible for the completion of the Project as described in Paragraph 1 above. In addition to the funds provided through this Agreement the City has secured over \$20+ million in funds from various sources, including a Community Development Block grant, a Department of Transportation grant, and a \$10 million commitment from the Reconnecting Communities grant program. These funds, combined with the funding made available through this grant, are intended and expected to provide sufficient funds for completion of items 0.00

through 16.02, plus Add Alternate #1 and Add Alternate #2 Items in the Bid Quantity Sheet included in the City's bid documents released July 3, 2026. The Grantee is responsible for any additional funds that may be required to complete the items described herein. The Grantee indicated it will pursue funding to later complete more of the project elements, which may include funding for Alternates # 3, #4, #5 and #6 as noted in the Bid Quantity Sheet.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN**

ATTACHMENT 3

PROJECT TITLE: Hollice T. Williams Stormwater Park

PROJECT LOCATION: The Project is located at Hollice T. Williams Park within the City of Pensacola, near the southern end of Interstate I-110.

PROJECT BACKGROUND: The Hollice T. Williams Stormwater Park project (Project) will be implemented by the City of Pensacola (Grantee) with coordination from Escambia County. The Project builds on previous RESTORE Act Direct Component Planning Assistance for the Hollice T. Williams Stormwater Park, which conducted planning work and some engineering design work. Under this Project a portion of the park would be enhanced and redesigned to function as a stormwater park that captures runoff and pollutants, metals, and sediments from the runoff within the basin and reduce nutrient loading to improve water quality within Pensacola Bay. The Project will treat runoff from portions of a 145-acre drainage basin to the east and portions of the 1600-acre Long Hollow basin to the north.

PROJECT DESCRIPTION: The Project is intended to create a multipurpose public space in the heart of the City to address flooding and water quality improvements, provide recreational, historical, and cultural experiences, and revitalize an urban corridor. The Project is a 47-acre urbanized area, located immediately north of downtown Pensacola, that lies beneath and adjacent to an elevated portion of Interstate I-110. The site encompasses two major spaces: the existing linear Hollice T. Williams Park and the existing Long Hollow stormwater pond and surrounding commercial buildings. Due to the size of the Project area and the improvements necessary to achieve the Project objectives and goals, the Project will need to be constructed in phases and certain activities will need to be supported with other funding opportunities.

The Project will provide a significant improvement in stormwater management in the downtown area, with the benefit of pollutant reductions from stormwater runoff discharges into Pensacola Bay. The Project is estimated to provide a 41% reduction in nutrient discharges from Hollice T. Williams Park, along with an additional reduction of 320 lbs./yr of total nitrogen 48 lbs./yr of total phosphorus discharged from Long Hollow Pond.

The Project improvements include construction of stormwater infrastructure and facilities to assist in flood mitigation and water quality improvement and passive and active recreational facilities. Specifically, the Project will include construction of comprehensive stormwater management system improvements which includes: (a) installation of new stormwater infrastructure (i.e. inlets, culverts, conveyance channels, detention facilities, etc.), (b) construction of new underground detention systems, (c) construction of a pump station at Long Hollow Pond with installation associated electrical, mechanical, and conveyance infrastructure, (d) construction of multipurpose recreational areas to also serve as stormwater management facilities (e) construction of park pavement and surfacing, (f) installation of site planting and planting soils, (g) construction of irrigation infrastructure, (h) installation of site lighting and electrical, (i) installation of signage and wayfinding, (j) installation of site furnishings (benches, bollards, water fountains, bike racks, trash receptacles), and (k) installation of other miscellaneous site features.

This Agreement will provide funding for the Add Alternate #1 and Add Alternate #2 items listed in the City's bid documents released July 3, 2026. The bid documents encompass the entire Project, including items to be funded from other sources. Cost reimbursement provided under this Agreement is limited to the items listed in Add Alternate #1 and Add Alternate #2, which includes: stormwater capture units S-1A and S-1B, S-3 and S-4, associated earthwork, gravel bedding, a diversion structure and flap gate associated with units S1A and S-1B, 26 linear feet 30" reinforced concrete pipe connection between S-1A and S-1B, 21 linear feet of 24" reinforced concrete pipe connection between S-1B and the diversion structure, 112 linear feet of 6" PVC pipe between S-1B and the diversion structure, 600 linear feet of 24 inch HDPE pipe, and 100 feet of 18 inch HDPE pipe, as well as mobilization and demobilization costs, field engineering and surveying costs associated with Add Alternate #1.

The Hollice T. Williams Stormwater Park Project was included in the Deepwater Horizon Natural Resource Damage Assessment Florida Trustee Implementation Group (FL TIG) Final Restoration Plan 3 and Environmental Assessment: Water Quality (RP3/EA) (<https://www.gulfspillrestoration.noaa.gov/media/document/fltigfinal-rp3ea508july-2024-1pdf>). The FL TIG finalized RP3/EA in July 2024. In June 2026, FL TIG approved a request by the City to modify the Project due to new funding opportunities that allowed for scope expansion. The changes also incorporated updated stormwater and drainage modeling and re-evaluation of park amenities. The changes, approved through FL TIG Resolution FL-2026-008, are expected to improve performance (for both pollutant reduction and flooding) and long-term functionality of the stormwater management in and around the park.

TASKS and DELIVERABLES:

Task 1: Permits, Construction Documents, and Construction and Inspection Contracts

Deliverables: The Grantee will prepare construction documents and obtain all permits, and secure all contractors required for construction and inspection of the Project.

The Grantee will prepare construction documents from conceptual stage through final (100%) construction documents (Final Construction Documents), specifications, and cost estimates illustration all technical components and requirements for the construction of the Project.

The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, and select one or more qualified and licensed contractors to complete construction of the Project. The grantee will also prepare and execute a contract with the selected construction contractor. The Grantee will also procure the services of qualified construction, engineering and inspection (CEI) firm to oversee the construction contractor.

Documentation: The Grantee will submit: 1) electronic copy of all permits, or other approvals received for this project; 2) one (1) half scale 11"x17" electronic PDF copy of the final plans and technical specifications; 3) invitation to bid and associated bid documents; and 4) executed construction and construction inspection contracts.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they have been completed as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under Task 1, the Grantee may proceed with the Construction of the Project as described in Task 2.

Payment Request Schedule: Not applicable to this task.

Task 2: Construction, Inspection, and Final Report for the Project

Subtask Task 2.1 Construction and Inspection Deliverables: The Grantee will construct and inspect the Project in accordance with the FL TIG's Final Restoration Plan 3 and Environmental Assessment and Resolution # FL-2026-008, the design plans and specifications, bid documents and construction and inspection contract(s) submitted to the Department's Grant Manager in Task 1, and in accordance with all permits issued by local, state and/or federal agencies.

Documentation: The Grantee will submit: 1) monthly progress reports prepared by the CEI firm describing the Project work completed during the preceding month, work expected to be completed during the following month, any problems noted and resolutions of such problems, and any updates to the construction schedule; 2) dated color photographs of the construction site(s) prior to, during, and immediately following completion of construction; 3) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 4) signed acceptance of the completed work by the Grantee; 5) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design; and 6) an electronic PDF copy of As-Built drawings.

Performance Standard: The Department's Grant Manager will review the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager of deliverables under this task, the Grantee may proceed with payment request submittal for work conducted under Add Alternate # 1 and Add Alternate #2.

Payment Request Schedule: The Grantee may submit a payment request (Exhibit C) for cost reimbursement no more frequently than monthly. Payment requests shall include copies of invoices submitted by the Contractors and approved by the Grantee, along with cancelled checks or other form of verification of payment by the Grantee of the Contractor invoices.

Subtask Task 2.2 Final Project Report Deliverables: The Grantee, CEI, or other contractor will prepare a Long Hollow Pond Nutrient Concentration Summary Report, and Draft and Final Project Reports summarizing the results of the Project, including all tasks in the Grant Work Plan. The Draft and Final Project Report must include, at a minimum:

- Project location and background, project description and timeline, funding amounts and anticipated benefits.
- Financial summary of actual costs versus the budget or bid amounts, along with any changes required to the budget for the Project. In addition, the summary shall include actual costs of the Add Alternate #1 and Add Alternate #2 .
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays, and corrections, and/or other significant deviations from the original Project plan.
- Summary of Project activities completed as well as those not completed and why, as well as a summary of any additional phases yet to be completed.

- Dated color photographs of work performed (representative of the entire Project), appropriate figures (site location, site plan(s), etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the Project.
- Stormwater practices, irrigation systems, and the underground stormwater capture vaults, associated with the Project described herein and future phases of the project are expected to be maintained for the life of the Hollice T. Williams Stormwater Park. Identify the expected operation and maintenance to operate and maintain these facilities over time. Provide an estimate of needed staff time, cost, and associated work activities required to operate and maintain the system.
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results. This shall include a re-calculation of nutrient load reductions based on the stormwater and low impact design (LID) practices constructed versus those in the design plans and previously modelled. The Grantee shall also calculate load reductions (Total Nitrogen and Total Phosphorus) from use of the irrigation system that utilizes water from Long Hollow Pond. This calculation shall be based on minimum of 20 samples collected and analyzed from Long Hollow Pond within twelve (12) months of execution of the agreement, with results submitted in a Long Hollow Pond Nutrient Concentration Summary Report. The Grantee shall calculate annual average nutrient reductions based on the average nutrient concentrations collected and analyzed from the Pond, and the annual volume (in acre-ft and million gallons) of irrigation water applied to the Park from the Pond. This calculation shall be done for 2 years (one per year) following completion and use of the irrigation system.

Documentation: The Grantee will submit:

- 1) a copy of the Long Hollow Pond Nutrient Concentration Summary Report;
- 2) a copy of the Draft Project Report in Word format; and
- 3) a copy of the Department-approved Final Project Report in Word or PDF format.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. The Department's Grant Manager will provide comments on the Draft Project Report within thirty (30) days of receipt. The Grantee shall then submit the Final Project Report within sixty (60) days of receipt of the Department's Grant Manager's comments. The Final Project Report shall address the comments received. Upon review and written acceptance by the Department's Grant Manager of deliverables under this task, the Grantee may proceed with payment request submittal for work conducted under Subtask 2.2.

Payment Request Schedule: The Grantee may submit a payment request (Exhibit C) for cost reimbursement following the Grant Manager's acceptance of each deliverable. Payment requests shall include copies of invoices submitted by the Contractors and approved by the Grantee, along with cancelled checks or other form of verification of payment by the Grantee of the Contractor invoices.

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PROJECT TIMELINE: The tasks must be completed by the corresponding task end date, and all deliverables must be received by the designated due date.

Task	Start Date	End Date	Deliverable Due Date
Task 1 - Construction Documents, Permits, and Construction and Inspection Contracts	Upon execution of Grant.	Upon receipt of all required permits or other approvals from permitting agencies, Construction documents and Construction and Inspection Contracts.	All Task 1 deliverables shall be provided at least thirty (30) days prior to the Notice to Proceed issued to the Construction Contractor.
Subtask 2.1 – Construction and Inspection of the Project	Upon Issuance of the Notice to Proceed to construction contractor.	Within eighteen (18) months from the Notice to Proceed issued to the Contractor.	All Subtask related work must be completed within twenty-four (24) months from the execution of the Grant Agreement. Relevant deliverables shall be submitted with any payment request.
Subtask 2.2 – Final Report	Upon execution of Grant.	Draft Report within thirty months (30) months of Construction Completion. Final Report thirty-three (33) months of Construction Completion.	All Subtask related work must be completed within fifty-four (54) months from the execution of the Grant Agreement.

BUDGET DETAIL BY TASK:

Task No. / Title	Cost Reimbursement (Not to Exceed)
Task 1 – Construction Documents, Permits and Construction and Inspection Contracts	N/A
Task 2– Construction, Inspection and Final Report for the Project	\$5,190,939
Total	\$5,190,939

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category total for the project as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Category Totals	Grant Funding (Not to Exceed)
Contractual Services	\$5,190,939

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PUBLIC RECORDS REQUIREMENTS**

ATTACHMENT 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public
Services Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Agreement No. DH020

Attachment 5

2 of 7

Revised 7/1/25

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following <u>Matching</u> Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	GAA Line Item 1731-Natural Resource Damage Restoration-Final Restoration-Deepwater Horizon Oil Spill from Coastal Protection Trust Fund	2024-2025	37.081	Early and Final Restoration-Deepwater Horizon Oil Spill	\$5,190,939.00	087127
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$5,190,939.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

DEEPWATER HORIZON NATURAL RESOURCE DAMAGE ASSESSMENT

ATTACHMENT 6

1. Reports.

All reports, news releases, other publicity, and other materials prepared for publication pursuant to or related to the Project must acknowledge the funding support from the Florida Trustee Implementation Group (FL TIG) through the Natural Resources Damage Assessment Deepwater Horizon settlement. The Department will be provided notice of public reports or other publications issued by the Grantee prior to release with the opportunity for a 7-business day review.

2. Data Collection.

All data collected as a result of this Project is jointly owned by the FL TIG. All data and documents produced as result of this Project are subject to any federal and state laws governing access to and availability of public records.

3. Project Completion.

The Grantee is responsible for completion of this Project, even if the Project cost exceeds the amount of the Award. Any additional funds that may be required for the completion of this Project shall be paid by the Grantee.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	DH020
Project Title:	Hollice T. Williams Stormwater Park
Grantee Name:	City of Pensacola
Grantee's Grant Manager:	
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Permits, Construction Documents, and Construction and Inspection Contracts

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Deliverable	Date Submitted to DEP	Date Accepted by DEP
Electronic copy of all permits, or other approvals received.		
One (1) half scale 11"x17" electronic PDF copy of final plans and technical specifications.		
Invitation to bid and associated bid documents.		
Executed construction and construction inspection contracts.		

Task 2: Construction, Inspection, and Final Report for the Project

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Deliverable	Date Submitted to DEP	Date Accepted by DEP
2.1 Construction and Inspection Deliverables		
Monthly Progress reports prepared by CEI firm.		
Dated color photos of construction site.		
Written verification that Grantee has received drawings and final inspection report(s).		
Signed acceptance of completed work.		
Signed statement from PE that construction has been completed in accordance with design.		
Electronic pdf of As-Built drawings.		
2.2 Final Report Deliverables		

Deliverable	Date Submitted to DEP	Date Accepted by DEP
Copy of Long Hollow Nutrient Concentration Summary Report.		
Copy of Draft Project Report in Word format.		
Copy of Department approved Final Project Report in Word or PDF format.		

Projected expenditures:

Indicate the projected expenditures for the next calendar quarter:

\$ _____

This is the amount you expect to submit for reimbursement next quarter.

If there are no expenditures expected, please indicate the reason:

Completion Status for Tasks

Indicate the completion status for the following tasks, as applicable to the project. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 0% ☐ 30% ☐ 60% ☐ 90% ☐ 100% ☐

Permitting (Completed): Yes ☐ No ☐

Construction (Estimated): Percent Completion %

Monitoring (Estimated): Percent Completion %

Overall Project Completion (Estimated): Percent Completion %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____

Task/Deliverable(s) Total Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ N/A	\$ N/A	\$N/A	\$N/A
Fringe Benefits	\$ N/A	\$ N/A	\$N/A	\$N/A
Indirect Cost	\$ N/A	\$ N/A	\$N/A	\$N/A
Contractual/Subaward (Subcontractors/Subrecipients)	\$	\$	\$N/A	\$N/A
Travel	\$ N/A	\$ N/A	\$N/A	\$N/A
Equipment (Direct Purchases)	\$ N/A	\$ N/A	\$N/A	\$N/A
Rental/Lease of Equipment	\$ N/A	\$ N/A	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$ N/A	\$ N/A	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$ N/A	\$N/A	\$N/A
Supplies	\$ N/A	\$ N/A	\$N/A	\$N/A
TOTAL AMOUNT OF THIS REQUEST	\$	\$	\$N/A	\$N/A
TOTAL GRANT BUDGET AMOUNT	\$		\$N/A	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF	\$		\$N/A	
TOTAL REMAINING IN BUDGET	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

Agreement No.: DH020

Exhibit C

1 of 5

Rev. 09/15/2025

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO(s).: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE(s) TOTAL AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT OF THIS REQUEST*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT OF THIS REQUEST*" line. Enter the amount of the total grant budget on the "*TOTAL GRANT BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL GRANT BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN BUDGET*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTAL AMOUNT OF THIS REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT OF THIS REQUEST*" line for this column. Enter the match budget amount on the "*TOTAL GRANT BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL GRANT BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN BUDGET*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTAL REMAINING IN BUDGET.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

CERTIFICATIONS: Check all boxes that apply on the Grantees Certification of Payment Request. If third box is applicable then identify and fill in any and all licensed professional service providers that certified work or

services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.** If applicable, for payment requests involving construction then the Engineer's Certification of Payment Request (contained herein or as a separate Exhibit) **must also be fully filled in, signed by each Engineer/Engineering firm (if multiple, a separate signed form is required for each Engineer/Firm)** and submitted with the request for reimbursement.

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
QUALITY ASSURANCE REQUIREMENTS FOR GRANTS
STANDARD FIELD & LAB SERVICES**

EXHIBIT D

1. GENERAL REQUIREMENTS AND DEFINITIONS

- a. As applicable to the Scope of Services (i.e., scope of work, or grant work plan) described in the grant, the sampling, field testing and laboratory analyses performed under this Grant shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), and “Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract” (DEP-QA-002/02), February 2002.
- b. Hereinafter, “DEP” or “Department” refers to the Florida Department of Environmental Protection.
- c. “Grantee” shall refer to the grantee, subcontractors, subgrantees, or any entity procured to conduct work under the Grant.
- d. “Sample” and “sampling” refers to samples that shall be either collected or analyzed under the terms of this Grant.

2. REQUIREMENTS FOR LABORATORIES

- a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this Grant. Laboratory certification requirements are described in [Rule 62-160.300](#), F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to Paragraph 62-160.300(5)(c), F.A.C.
- b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the Grant, as determined by the Department according to Paragraph 62-160.300(1)(c), F.A.C.
- c. If the laboratory is not certified for some or all proposed test measurements, the laboratory shall apply for certification within one month of Grant execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the Grant by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference ([NELAC 2003 Quality Systems standards, as adopted](#)) upon Grant execution.
- d. Laboratories shall maintain certification as specified in item 2.a above during the life of the Grant. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Grantee shall notify the DEP Grant Manager in writing before any change to a sub-contracted laboratory is made.
- e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required Grant Quality Assurance (QA) Plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the Grant.
- f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the [2003 NELAC Quality Systems](#) standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the Grant shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to Subsection [62-160.330\(3\)](#), F.A.C., if applicable. If requested by the

Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.

- g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the Grant.
- h. Additional laboratory quality control expectations:
 - (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable Grant data quality objectives.
 - (ii) All laboratory testing procedures shall follow the analytical methods as approved in the Grant QA Plan (see Section 6).
 - (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Exhibit.
 - (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the Grant QA Plan.

3. **FIELD ACTIVITIES**

- a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" ([DEP-SOP-001/01](#), January, 2017). The specific standard operating procedures (SOPs) to be used for this Grant shall be cited in the Grant QA Plan (see Section 6).
- b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP [FQ 1000](#) (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this Grant according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP [FS 2100](#) (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the Grant QA Plan (see Section 6 below).
 - (i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the Grantee shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP Grant Manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this Grant.
 - (ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

- a. Reporting, Documentation and Records Retention shall be in compliance with the provisions specified in the DEP Grant.
- b. Deliverable requirements for Reporting are further specified in DEP Grant Scope of Services.
- c. All laboratory and field records described or listed in Rules [62-160.240](#) and [62-160.340](#), F.A.C., shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the Grant. Longer retention times as specified in the Grant shall supersede.
- d. All field and laboratory data and supporting information shall be reported for this Grant according to applicable requirements in Subsections 62-160.340(3) – (8), F.A.C.

- e. Any other documentation and reports associated with work performed for this Grant shall be likewise retained and shall include relevant information for the procedures described in Sections 2 and 3, above.
- f. Any documentation or reports specifically identified in this Grant as deliverable work products shall be retained as in 4.a., above.
- g. All field and laboratory records that are associated with work performed under this Grant shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
- h. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the Grant and/or Scope of Services, and/or as described in the approved Grant QA Plan (see Section 6). Also, see Subsection k., below.
- i. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements ([NELAC 2003](#), section 5.5.10).
- j. Upon request by the Department Grant Manager or as required by the Grant, copies of the original laboratory reports shall be submitted to the Department Grant Manager.
- k. In addition to any reports of sample results provided per Grant deliverable requirements and Subsections b., e., f. and g., above, the Grantee shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (Section 4) upon request by DEP, including any of the following:

- ▶ **Laboratory sample identification (ID) and associated Field ID**

- ▶ Analytical/test method
 - ▶ Parameter/analyte name
 - ▶ Analytical result (including dilution factor)
 - ▶ Result unit
 - ▶ Applicable DEP Data Qualifier Codes per Table 1 of Rule [62-160.700](#), F.A.C.
 - ▶ Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
 - ▶ Date and time of sample preparation (if applicable)
 - ▶ Date and time of sample analysis
 - ▶ Results of laboratory verification of field preservation of received samples
 - ▶ Sample matrix
 - ▶ DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this Grant)
 - ▶ MDL, Limit of Detection (LOD) or other defined limit of detection
 - ▶ PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
 - ▶ Field and laboratory QC blank results:
 - Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)
 - Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)
 - ▶ Results for field duplicates (or replicates)
 - ▶ Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
 - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
 - Results of surrogate spike analyses
 - Results of laboratory control samples (LCS)
 - Results of calibration verifications
 - Acceptance criteria used to evaluate each reported quality control measure
- l. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.
 - m. In addition to any field information provided per Grant deliverable requirements, and Subsections b., e., f. and g., above, the Grantee shall submit any of the field information and/or records associated with the contracted samples as described in this section (Section 4) upon request by DEP, including any of the following:

- ▶ Site name and location information
 - ▶ Field ID for each sample container and the associated analytes (test methods) for which the container was collected
 - ▶ Date and time of sample collection
 - ▶ Sample collection depth, if applicable
 - ▶ Sample collection method identified by the DEP SOP number, where applicable
 - ▶ If performed, indicate samples that were filtered
 - ▶ Field test measurement results:
 - DEP SOP number (FT-series), where applicable
 - Parameter name
 - Result
 - Result unit
 - Applicable Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.
 - ▶ Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).
- n. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the Grant and/or Scope of Services, and/or as described in the approved QA Plan (see Section 6).

5. **AUDITS**

- a. **TECHNICAL AUDITS BY THE DEPARTMENT** – Pursuant to [Rule 62-160.650, F.A.C.](#), the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at Grantee facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per Section 4, above, shall be provided by the Grantee. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the Grant, do not meet the data quality objectives specified by the Grant, do not meet other applicable Department criteria described in the Grant, its exhibits, the QA Plan (see Section 6) or these QA Requirements, do not meet applicable data validation criteria outlined in [Rule 62-160.670, F.A.C.](#), or are not otherwise suitable for the intended use of the data (however applicable), the DEP Grant Manager shall pursue remedies available to the Department pursuant to the terms of the Grant.
- b. **PLANNING REVIEW TECHNICAL AUDITS** –
- (i) **Initial:** The Grantee shall review the Grant QA Plan (see Section 6) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. A summary of the review, including any corrective action plans or amendments to the Grant QA Plan, shall be sent to the DEP Grant Manager, and a copy of all submitted documents shall be maintained with the permanent project records.
 - (ii) **Ongoing:** Planning reviews as described in subsection (i) above shall occur after the initial planning review audit for the remainder of the Grant, as specified in the Scope of Services.
 - (iii) **Statements of Usability:** Initial and ongoing Planning Review Technical Audits described in (i) and (ii) above shall include statements about data usability relative to the Grant data quality objectives and any data quality indicators that may be specified in the Grant, its exhibits, the QA Plan (see Section 6), or these QA Requirements. This usability determination shall take into account all applicable data quality acceptance and usability criteria for quality control and environmental sample results for the Grant, as specified in the procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits, or these QA Requirements.
 - (iv) Initial and ongoing reviews and summaries shall be completed within timeframes specified in the Grant Scope of Services.
- c. **QUALITY SYSTEMS AUDITS** – The Grantee shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each entity performing work under the Grant. The results of these audits shall be

documented in the Grantee's records. Copies of the above audit reports or results shall be provided to the DEP Grant Manager upon request. Copies of audit records for internal audits conducted per DEP SOP [FA 1000](#) (subpart FA 4200) or NELAC Quality Systems requirements ([NELAC 2003](#), section 5.4.13) shall be similarly provided upon request.

6. QUALITY ASSURANCE PLAN

- a. The Grantee shall submit a Quality Assurance (QA) Plan for the Grant to the DEP Grant Manager, as specified in the Grant Scope of Services. The Standard QA Plan Template may be used to capture all required elements in the Plan.
- b. The DEP Grant number shall appear on the title page of the submitted QA Plan. The Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved, within timeframes specified in the Grant Scope of Services. If further revisions are needed, the Grantee shall respond within timeframes specified in the Grant Scope of Services. The Department shall respond to all revisions to the QA Plan within timeframes specified in the Grant Scope of Services.
- c. Work may not begin for specific Grant tasks until approval (or conditional approval) has been received by the Grantee from the DEP Grant Manager. Sampling and analysis for the Grant may not begin until the QA Plan has been approved (or conditionally approved).
- d. Once approved, the Grantee(s) shall follow the procedures and methods described in the approved QA Plan and any other relevant quality assurance documents, including, but not limited to:
 - ▶ Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
 - ▶ Using only the protocols approved in the QA Plan; and
 - ▶ Using only the equipment approved in the QA Plan.

If any significant changes occur in sampling project design, project analyte list, procedures or test methods, equipment, or key personnel, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review, within timeframes specified in the Grant Scope of Services. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager, as documented through written or electronic correspondence.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
REQUEST FOR PAYMENT - PART II
REIMBURSEMENT DETAIL
EXHIBIT J**

DEP Agreement No.:						Payment Request No.:			
Grantee Name:						Invoice Period:			
Vendor Name	Invoice Number	Invoice Date	Invoice Amount	Amount to Credit toward Match, or Local Share, or Other Funding, or Amount Not Requested	Requested Amount	Check or EFT Number	Task Number	Budget Category	
Example: Vendor Name	1	6/2/2022	\$ 22,775.30	\$ -	\$ 22,775.30	V47494	1	Contractual Services	
			\$ -	\$ -	\$ -				
			\$ -	\$ -	\$ -				
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			\$ -	\$ -	\$ -				
Totals:			\$ 22,775.30	\$ -	\$ 22,775.30				



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-833

Agenda Conference

9/8/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 26-046 - HOLLICE T. WILLIAMS STORMWATER PARK

RECOMMENDATION:

That City Council award Bid # 26-046, Hollice T. Williams Stormwater Park to Talcon Group, LLC of Havana, FL, the lowest and most responsible bidder with a base bid of \$12,580,243.13, plus \$5,169,565.04 for bid alternates #1 through #6, plus a 12% contingency of \$2,129,976.98 for a total of \$19,879,785.15. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #6: Public Spaces that Connect Communities as well as Goal #4: Resilient Waterfronts and Neighborhoods

The Hollice T. Williams Stormwater Park is a transformative 47-acre resilience and revitalization project that will redefine the gateway to downtown Pensacola. Blending innovative stormwater infrastructure with vibrant public spaces, the project addresses chronic flooding and water quality challenges while creating a destination for recreation, community

gathering, and cultural engagement.

Funded through federal disaster recovery and environmental restoration grants, the phased development features a comprehensive stormwater management system—including underground detention, pump station improvements, new drainage infrastructure, and multi-use flood mitigation areas—integrated seamlessly with landscaped park spaces, pedestrian and multimodal connections, lighting, irrigation, signage, and public amenities.

Designed through a collaborative effort led by Geosyntec, Michael Van Valkenburgh Associates, Jerry Pate Design, and Current Edge, the project transforms underutilized land beneath Interstate 110 into a resilient, accessible urban park that strengthens environmental performance, enhances quality of life, and catalyzes long-term investment in Pensacola's urban core.

The additive alternates provide optional enhancements to the project that expand infrastructure, improve amenities, and extend long-term maintenance. Alternate #1 includes major NRDA-funded stormwater improvements through the installation of StormCapture S-3 and S-4 underground storage systems, along with associated excavation, shoring, piping, and supporting construction activities. Alternate #2 further expands the stormwater management system by adding StormCapture units S-1A and S-1B with the required earthwork, bedding, shoring, and connecting discharge piping. Alternate #3 upgrades all concrete paving by replacing standard joints with precision saw-cut joints to improve pavement durability, appearance, and crack control. Alternate #4 completes the park's athletic facilities by installing surface coatings for the tennis, pickleball, and basketball courts and constructing new perimeter fencing. Alternate #5 enhances the park's aesthetics through decorative improvements to seating areas, including stabilized limestone screenings and oolite boulder installations. Alternate #6 extends the post-installation landscape maintenance period by an additional 365 days to support the successful establishment and long-term health of the project's landscaping.

PRIOR ACTION:

December 11, 2023 - The Pensacola City Council approved the Supplemental Budget Resolution No. 2023-97 authorizing acceptance and appropriation of Florida Department of Commerce Community Development Block Grant–Disaster Recovery (CDBG-DR) funds for the Hollice T. Williams Stormwater Park project.

FUNDING:

Budget \$25,082,604.48 FloridaCommerce - CDBG Funds

5,190,939.00 FDEP-NRDA Funds

\$30,273,543.48 TOTAL

Actual \$17,749,808.17 Base Bid Plus Bid Alts #1 Through #6

2,129,976.98 12% Contingency

6,395,508.70 Spent on Surveying, Environmental, Geotechnical,
Permitting, and Engineering Design Services

2,778,725.43 Spent on Property Acquisition

695,000.00 Project Management by Outside Vendor

151,000 Construction Inspections by City Staff and
Supplemented by Outside Vendor

50,000 CSX Railroad Expenses

107,000 Geotechnical Testing/Miscellaneous

75,000 FDEP-required Post Construction Monitoring

\$30,132,019.28 TOTAL

FINANCIAL IMPACT:

City Council previously approved the Supplemental Budget Resolution No. 2023-97 for a total of \$25,082,604.48. Additionally, pending City Council adoption of the Supplemental Budget Resolution and acceptance of the Florida Department of Transportation's NRDA program funds, totaling \$5,190,939.00, a total appropriation of \$30,273,543.48 will be allocated for this project. To date, \$2,778,725.43 has been expended on property acquisition and \$6,395,508.70 has been encumbered on Surveying, Environmental, Geotechnical, Permitting, and Engineering Design Services. The remaining balance of \$21,099,309.35 will be applied towards construction and project management activities. Any unencumbered funds not used on this project will be returned to the Hollice T. Williams Stormwater Park Project's account upon project completion.

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

STAFF CONTACT:

David Stafford, City Administrator

Cliff Collins, Jr., Associate City Administrator

Amy Tootle, PE - Director of Public Works & Engineering

ATTACHMENTS:

1. Project Limits HTW
2. Bid Tab for HTW

PRESENTATION: No

Hollice T. Williams Stormwater Park

Project Limits

Legend



TABULATION OF BIDS

BID NO: 26-046
TITLE: HOLLICE T. WILLIAMS STORMWATER PARK

Submittals Due: 08/10/26, 2:30 PM Department: Engineering	TALCON GROUP, LLC Havana, FL	UTILITY SERVICE CO. Gulf Breeze, FL	SITE & UTILITY, LLC Pensacola, FL	C. W. ROBERTS CONTRACTING, INC. Pensacola, FL	PANHANDLE GRADING & PAVING, INC. Pensacola, FL	CHAUVERS CONSTRUCTION, INC. Cantonment, FL	ROADS, INC. OF NWF Cantonment, FL
Base Bid	\$12,580,243.13	\$12,094,743.63	\$13,479,809.00	\$15,231,423.30	\$16,074,747.84	\$15,981,678.87	\$15,238,148.20
Add Alternate #1	\$3,038,296.39	\$3,758,753.39	\$3,823,605.00	\$3,175,329.55	\$3,397,479.86	\$3,165,692.00	\$4,649,456.77
Add Alternate #2	\$1,229,125.42	\$1,851,890.87	\$1,389,791.00	\$1,084,253.55	\$1,254,871.37	\$1,302,358.00	\$2,271,490.35
Add Alternate #3	\$170,720.00	\$80,704.00	\$155,200.00	\$170,720.00	\$139,680.00	\$155,200.00	\$119,504.00
Add Alternate #4	\$297,428.65	\$141,209.30	\$568,875.00	\$157,700.00	\$143,904.70	\$195,458.75	\$164,661.70
Add Alternate #5	\$152,635.40	\$395,003.00	\$393,000.00	\$186,000.00	\$169,439.60	\$463,612.50	\$216,235.00
Add Alternate #6	\$281,359.18	\$260,777.25	\$275,000.00	\$180,000.00	\$162,000.00	\$319,475.00	\$185,686.70
Total Base + Alts	\$17,749,808.17	\$18,583,081.44	\$20,085,280.00	\$20,185,426.40	\$21,342,123.37	\$21,583,475.12	\$22,845,182.72



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-952

Agenda Conference

9/8/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-39 - APPROPRIATING FUNDS FOR THE NEXT PLANTING OF THE TREE CANOPY REVITALIZATION PROJECT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-39.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #6: Public Spaces that Connect Communities.

Public Works is requesting funds be made available from the Tree Trust Fund in the amount of \$143,500. The Department also requests the City Council grant permission to use these funds for the installation and establishment of new trees in the proposed planting areas identified in the attached presentation. The presentation was made to and considered at the Environmental

Advisory Board (EAB) regular meeting on August 6, 2026.

Proposed locations were determined using the City-Wide Canopy Study with particular emphasis placed on areas identified as heat islands, as well as pedestrian locations and previous tree die-off locations. The current proposal anticipates 82 trees, thirty-one (31) trees to be planted in previous locations of die-off/removals with fifty-one (51) trees being installed in pedestrian areas and other heat island areas. Should obstacles occur regarding any of the proposed locations, the City-Wide Canopy Study will be utilized to determine the next best alternative.

The species of trees selected for the next planting include the Southern Magnolia, Southern Live Oak, East Palatka Holly, and American Fringe Tree. Tree plantings are best done during the winter months, and authorization of funds at this time allows staff to adhere to tight project timelines. If authorized by Council, the next step in the process will be to solicit bids.

PRIOR ACTION:

January 19, 2023 - City Council approved Phase I of the Tree Canopy Revitalization Project.

October 9, 2023 — City Council received a presentation providing an update on Phase I and the preliminary proposal for Phase II.

December 14, 2023 - City Council approved Phase II of the Tree Canopy Revitalization Project.

August 7, 2025 — The Environmental Advisory Board (EAB) received a presentation on the FY25 accomplishments and the approved projects' status.

September 4, 2025 — The EAB approved the authorization of funds and the proposed FY26 plantings.

September 8, 2025 – City Council approved FY26 use of Tree Planting Trust Funds for FY26 plantings.

August 6, 2026 - The EAB approved the authorization of funds and the proposed locations as presented.

FUNDING:

Budget: \$641,276.50 Tree Planting Trust Fund Balance

Actual: \$143,500.00 New Tree Plantings (requested)

FINANCIAL IMPACT:

An appropriated balance of \$355,070.50 and unappropriated balance of \$286,206 for a total of

\$641,276.50 is currently available in the Tree Planting Trust Fund. The total cost of the proposed FY27 planting shall not exceed \$143,500 leaving a balance of approximately \$497,776.50 in the Tree Planting Trust Fund. Upon City Council approval, \$143,500 will be transferred from the current holding account to an account specifically for this projected Tree Planting Trust Fund project.

These funds will be appropriated in the FY26 budget then carried forward into the FY27 budget on the annual carry forward supplemental budget resolutions.

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

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins, Jr., Associate City Administrator
Amy Tootle, PE, Director of Public Works & Engineering

ATTACHMENTS:

1. Winter Planting Locations FY27
2. Supplemental Budget Resolution No. 2026-39
3. Supplemental Budget Explanation No. 2026-39

PRESENTATION: No

WINTER FY27 TREE REPLANTING PLAN



Proposed planting locations, species selection, and planting totals



→ Four species support the Winter FY27 planting plan



East Palatka holly

Ilex x attenuata "East Palatka"

31 trees



Southern live oak

Quercus virginiana

24 trees



Southern magnolia

Magnolia grandiflora

13 trees



American fringe tree

Chionanthus virginicus

14 trees



→ The plan places 82 trees across 12 corridors and areas

82

TOTAL TREES

12

CORRIDORS / AREAS

4

SPECIES

East Palatka holly remains the downtown tree for narrow existing sidewalk pits; the other species diversify larger rights-of-way and frontage plantings.

Review response

- Species photographs are included.
- Both N 12th Avenue maps show all six planting locations.
- All 12 locations remain proposed locations.
- Text contrast and size have been increased.



N Palafox Street

3 East Palatka hollies



REPLANTING BY STREET
N Palafox St · 3

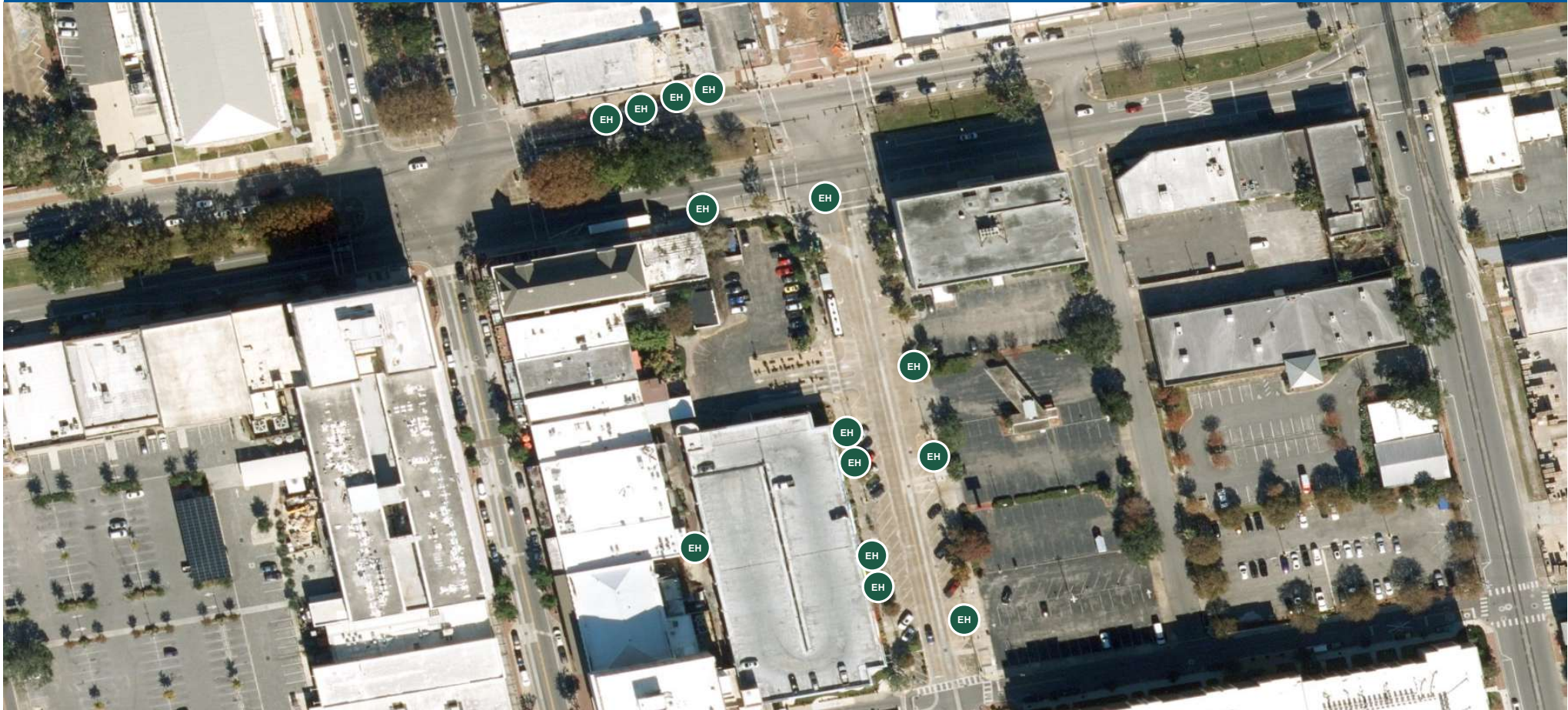
SPECIES / TOTAL
East Palatka holly · 3 trees



S Jefferson / E Garden

14 East Palatka hollies

05



REPLANTING BY STREET

S Jefferson St | E Garden St | Palafox Place

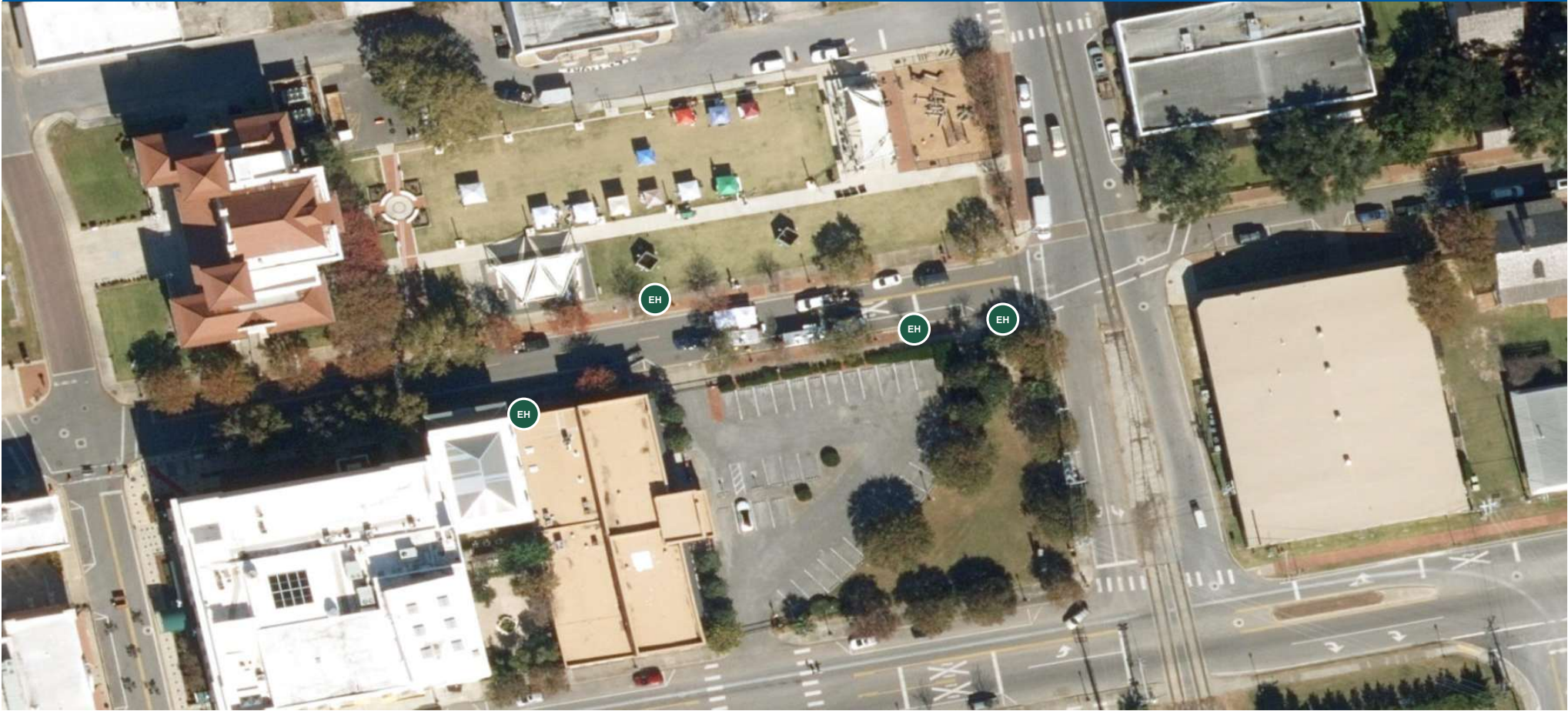
SPECIES / TOTAL

East Palatka holly · 14 trees



E Zarragossa Street

4 East Palatka hollies



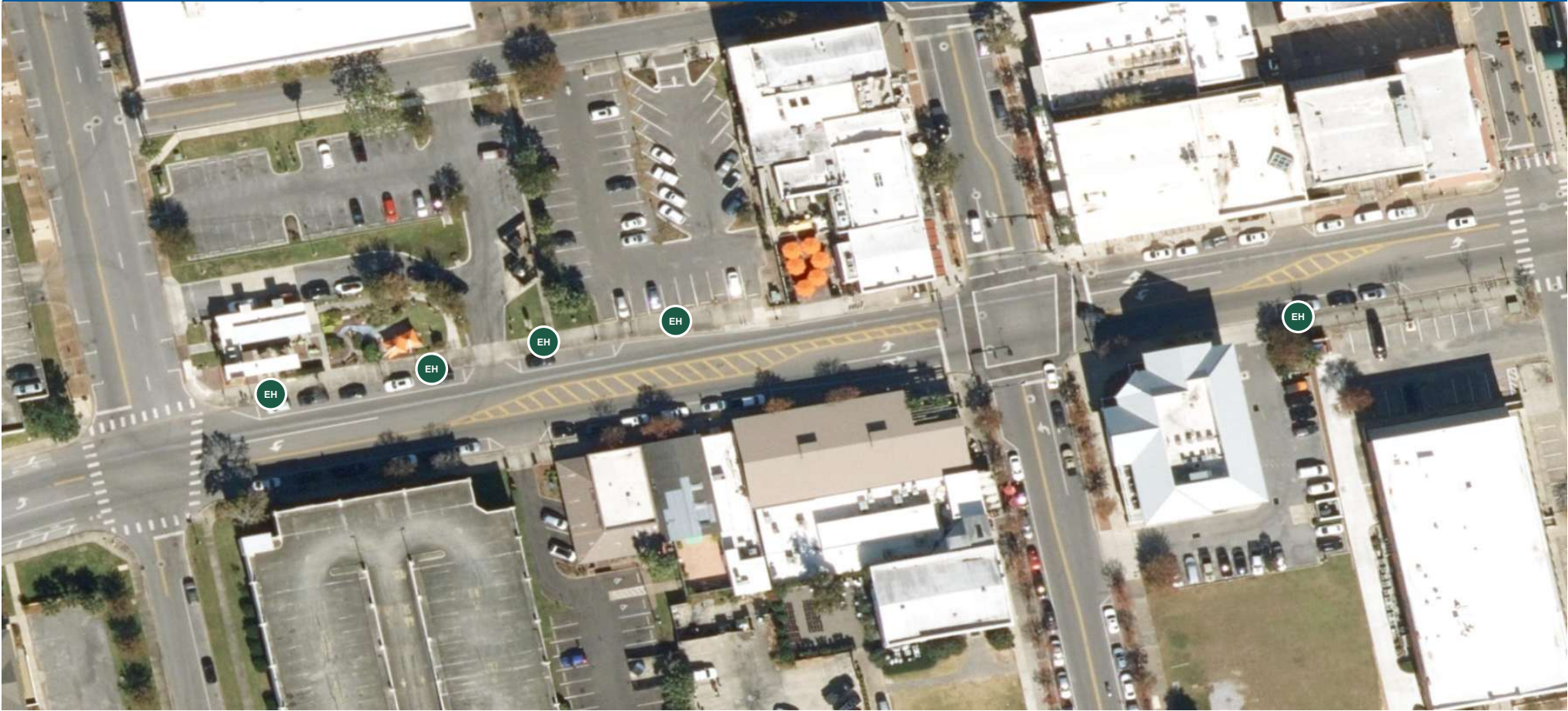
REPLANTING BY STREET
E Zarragossa St

SPECIES / TOTAL
East Palatka holly · 4 trees



Main Street

5 East Palatka hollies



REPLANTING BY STREET
W Main St | E Main St

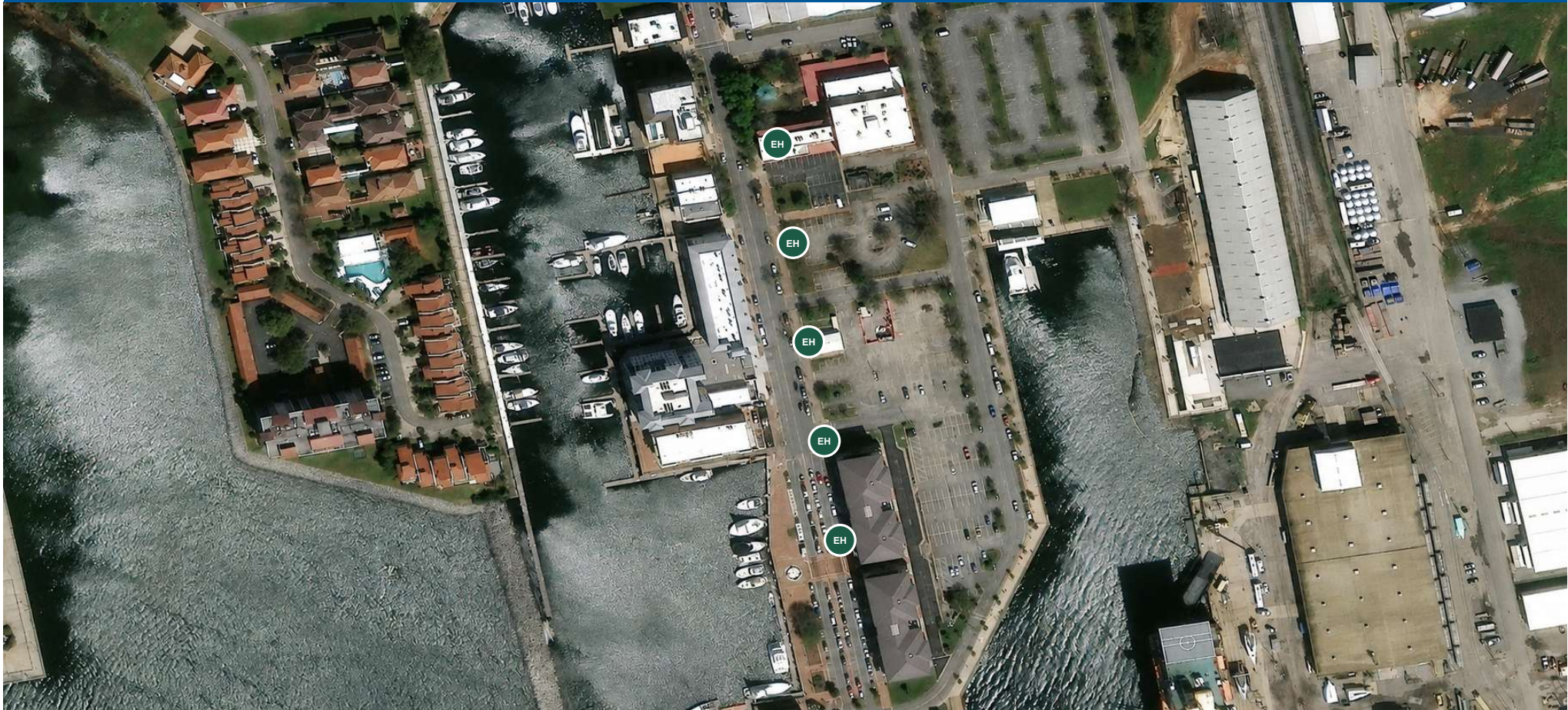
SPECIES / TOTAL
East Palatka holly · 5 trees



S Palafox Street

5 East Palatka hollies

08



REPLANTING BY STREET

S Palafox St

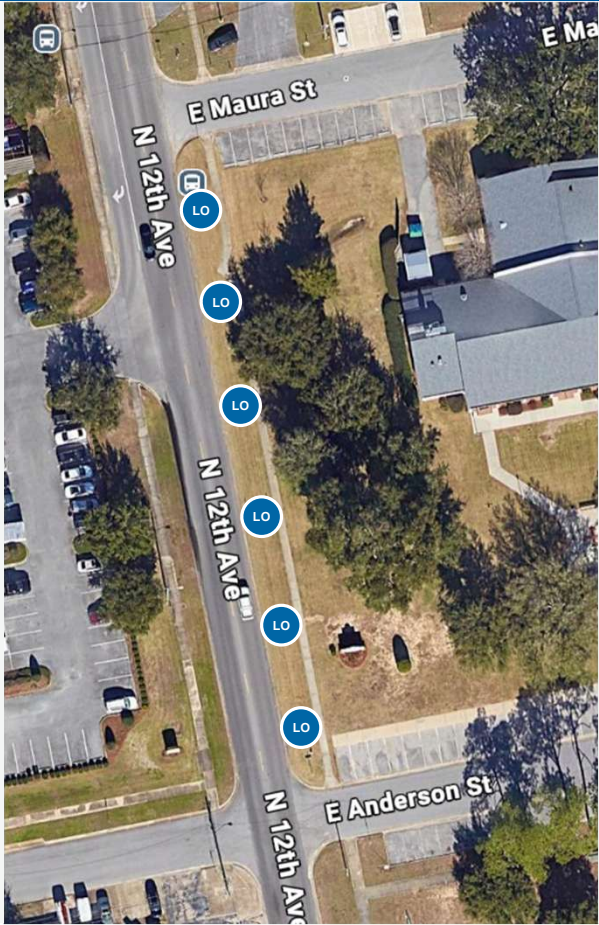
SPECIES / TOTAL

East Palatka holly · 5 trees



N 12th Avenue | Anderson to Maura

6 Southern live oaks



REPLANTING BY STREET

N 12th Ave · Anderson to Maura · 6

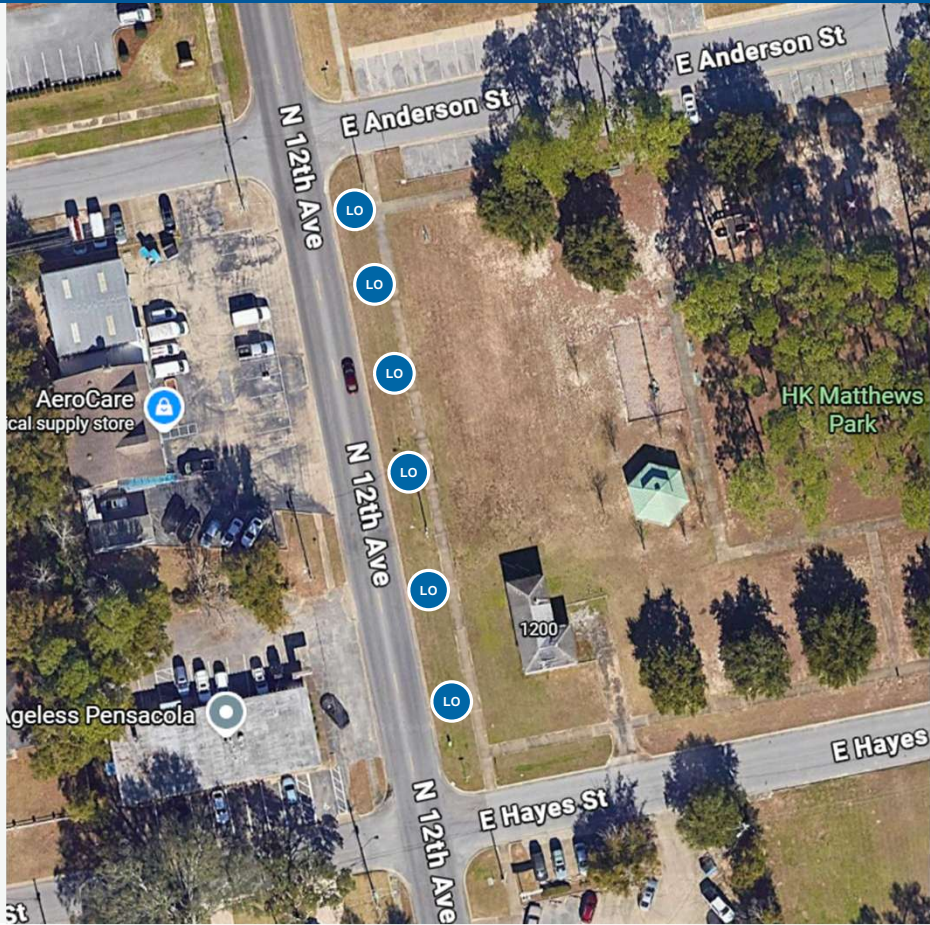
SPECIES / TOTAL

Southern live oak · 6 trees



N 12th Avenue | Hayes to Anderson

6 Southern live oaks



REPLANTING BY STREET

N 12th Ave · Hayes to Anderson · 6

SPECIES / TOTAL

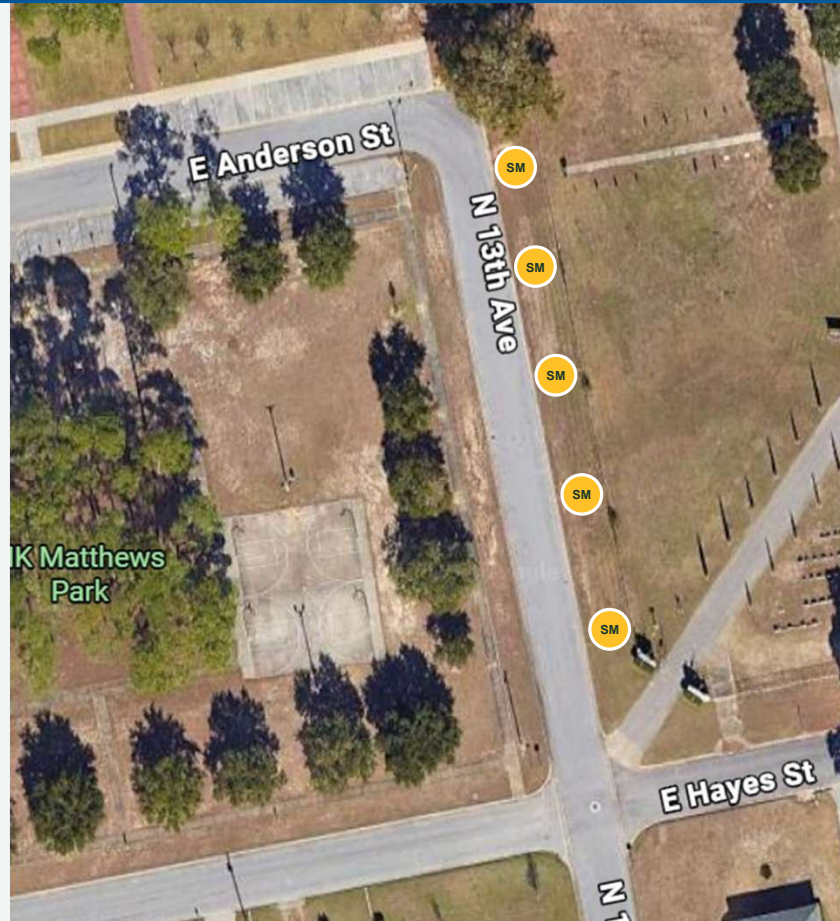
Southern live oak · 6 trees



N 13th Avenue | Cemetery frontage

5 Southern magnolias

11



REPLANTING BY STREET

N 13th Ave · Cemetery frontage · 5

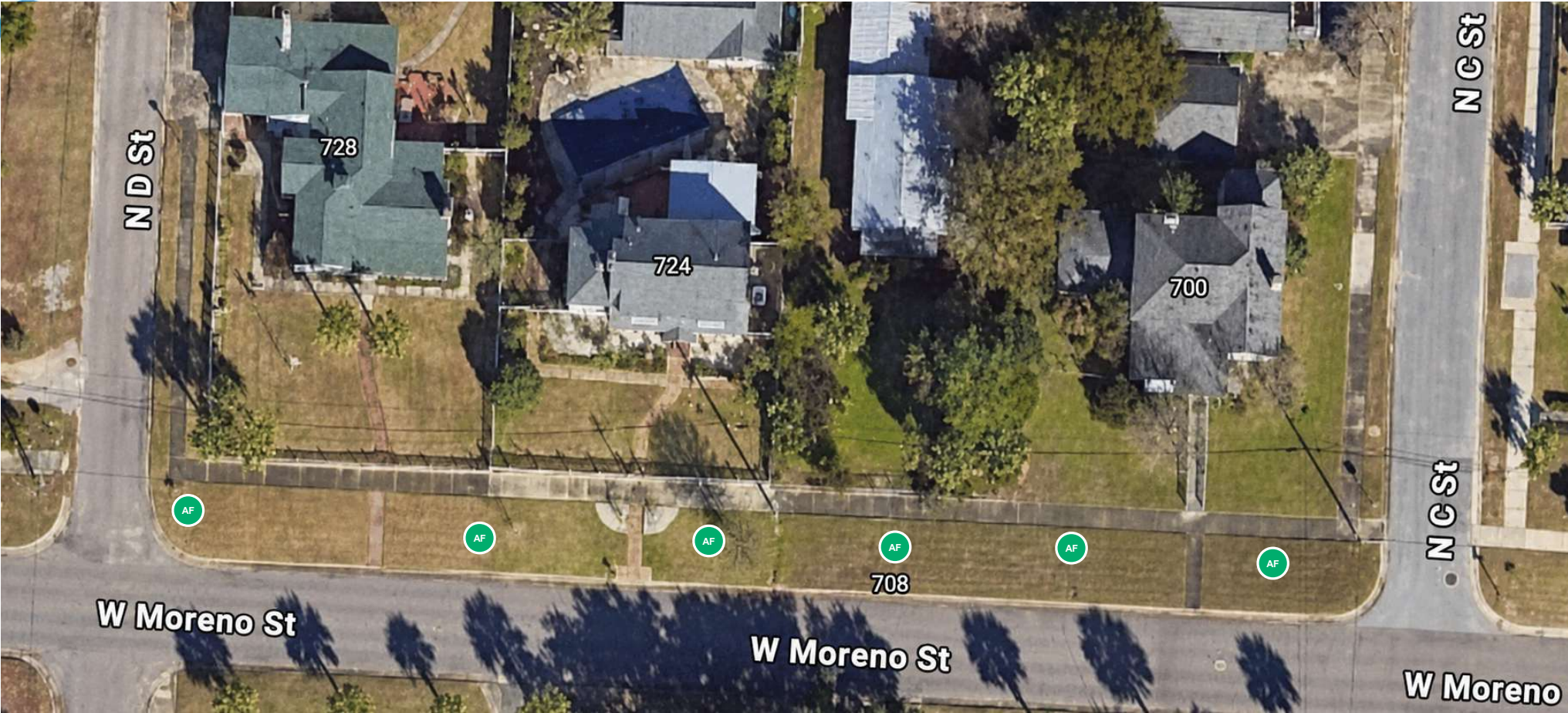
SPECIES / TOTAL

Southern magnolia · 5 trees



W Moreno Street | North-side frontage

6 American fringe trees



REPLANTING BY STREET
W Moreno St

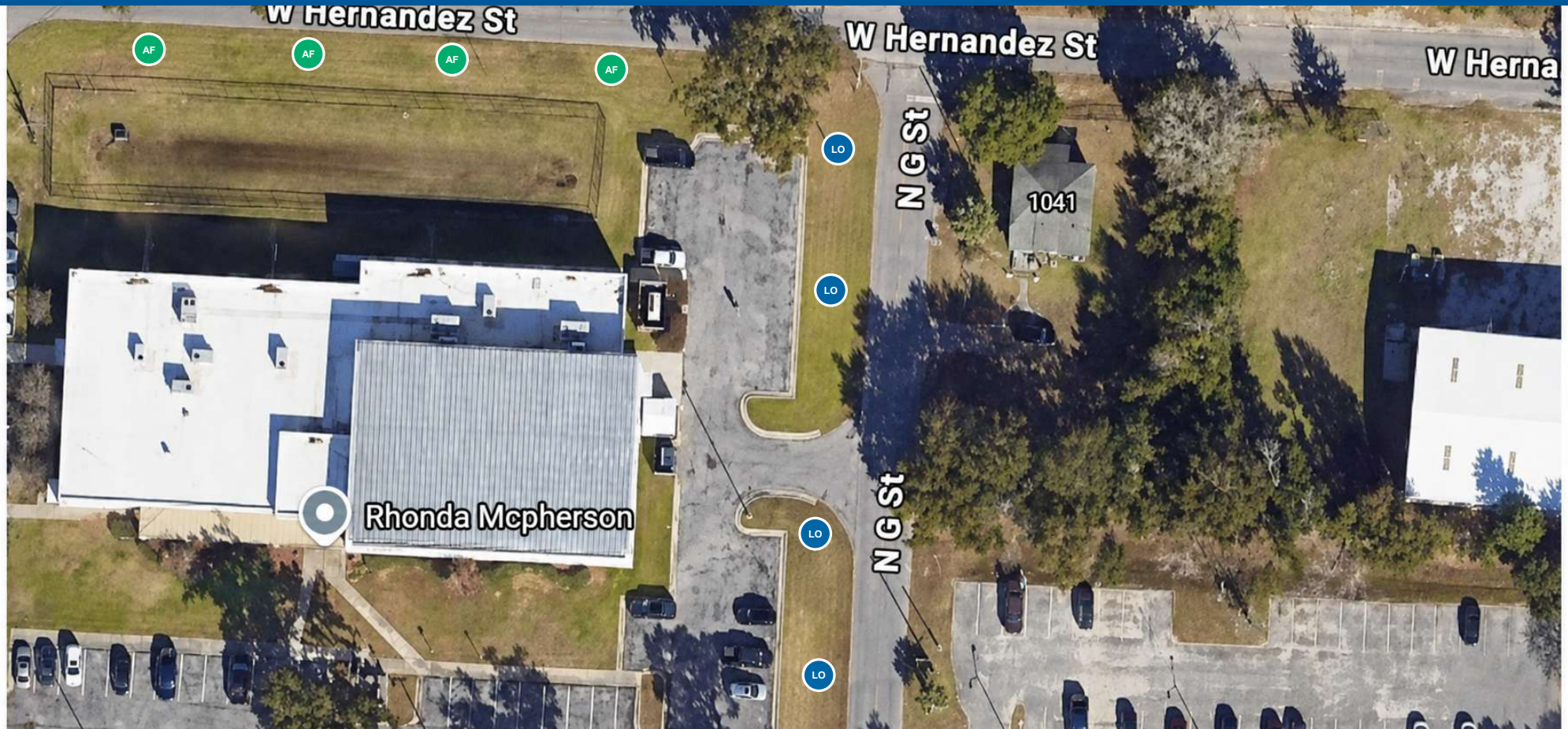
SPECIES / TOTAL
American fringe tree - 6 trees



W Hernandez Street + N G Street

13

4 American fringe trees + 4 Southern live oaks



REPLANTING BY STREET

W Hernandez St · 4 | N G St · 4

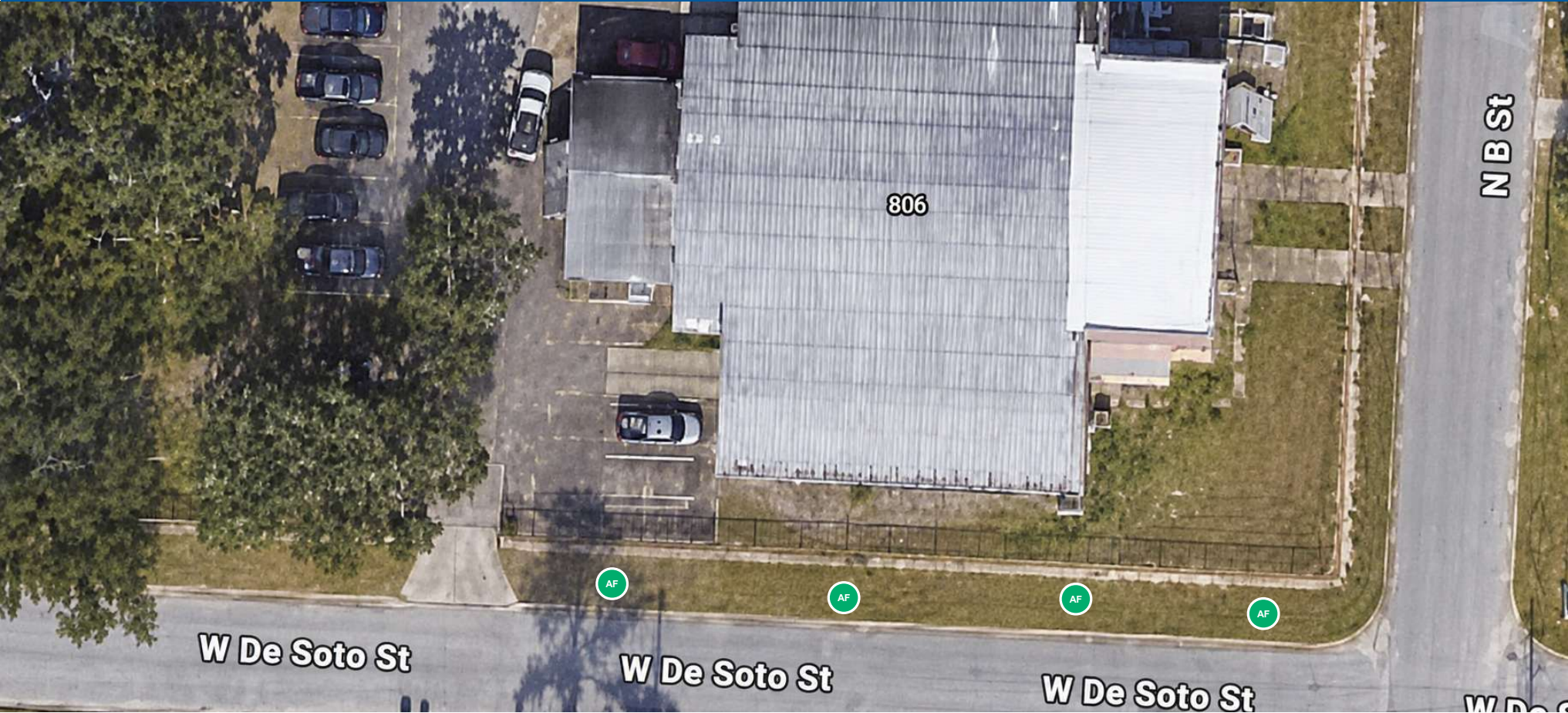
SPECIES / TOTAL

4 fringe trees + 4 live oaks · 8 trees



806 W De Soto Street | School Board frontage

4 American fringe trees



REPLANTING BY STREET
806 W De Soto St

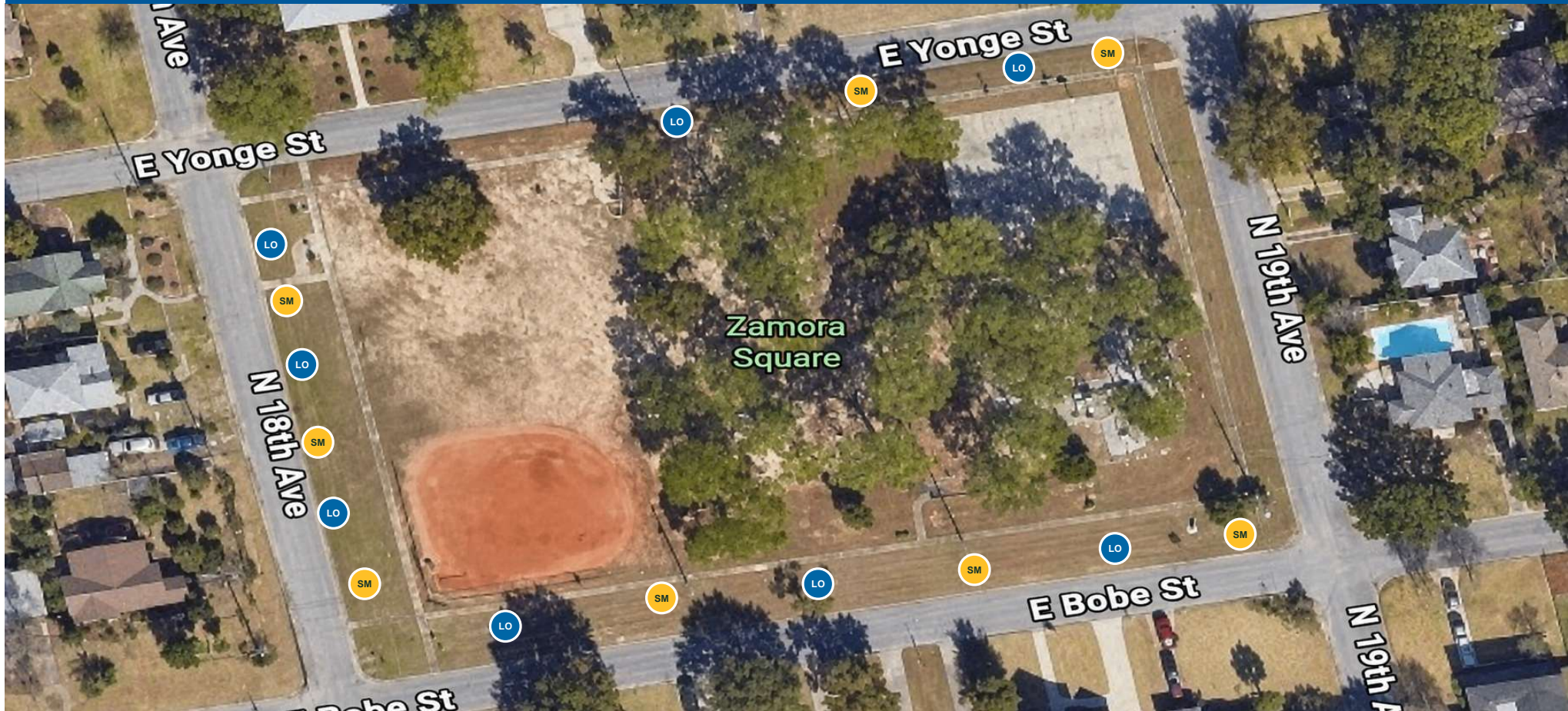
SPECIES / TOTAL
American fringe tree - 4 trees



Zamora Square

16 trees across three sides

15



REPLANTING BY STREET

E Yonge St • N 18th Ave • E Bobe St

SPECIES / TOTAL

8 live oaks + 8 magnolias • 16 trees



**RESOLUTION
NO. 2026-39**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. TREE PLANTING TRUST FUND

	Fund Balance	143,500
As Reads	Operating Expense	467,488
Amended		
To Read:	Operating Expense	610,988

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

**SEPTEMBER 2026 - SUPPLEMENTAL BUDGET RESOLUTION - APPROPRIATING FUNDS FOR THE NEXT PLANTING OF THE TREE CANOPY REVITALIZATION PROJECT -
TREE TRUST FUND - EXPLANATION NO. 2026-39**

FUND	AMOUNT	DESCRIPTION
A. TREE PLANTING TRUST FUND		
Fund Balance	<u>143,500</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses - Tree Canopy Revitalization	<u>143,500</u>	Increase appropriation for Operating Expenses - Tree Canopy Revitalization
Total Appropriations	<u>143,500</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-538

Agenda Conference

9/8/2026

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO.7-26 - AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CHAPTER 11-2 TRAFFIC.

RECOMMENDATION:

That City Council approve Proposed Ordinance NO. 7-26 on first reading.

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-37(a). PARKING FINES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #7 — Public Spaces that Connect Communities.

This item seeks City Council approval to amend City Ordinance Section 11-2-37(a). Parking Fines to revise the timeframe required to reset to the base amount. The proposed amendment

changes the current language from “subsequent offenses occurring within the same twelve (12) month period” to “subsequent offenses occurring within a six (6) month period.” This revision allows individuals to return to the base citation amount of \$25.00 after six (6) months without violations, rather than the current twelve (12) month requirement.

Under the existing ordinance, parking fines escalate for repeat violations occurring within a 12-month period, requiring a full year without citations before resetting to the base fine. Reducing the reset period to six (6) months provides a meaningful benefit to the community by creating a more attainable pathway to return to the base citation rate. This adjustment maintains accountability for repeat violations while offering a fair and reasonable timeframe for individuals to demonstrate compliance and regain eligibility for the lowest fine tier.

PRIOR ACTION:

January 15, 2026 - City Council adopted Proposed Ordinance NO. 29.25 Amending Section 11-2-37 of the City Code.

February 22, 2024 - City Council adopted Proposed Ordinance NO. 3-24 - Amending Title XI of the City Code, which included modifications to parking fines as well as defining the appeal process.

FUNDING:

N/A

FINANCIAL IMPACT:

The amendment is estimated to be revenue neutral to net positive overtime and will be reflected in the annual budget.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

David Stafford, City Administrator

Amy Miller, Deputy City Administrator
Lissa Dees, Parking & Constituent Service Director

ATTACHMENTS:

1. Proposed Ordinance No. 7-26
2. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 7-26

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-37(a). PARKING FINES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 11-2-37 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-37. Parking Fines.

- (a) Unless otherwise specified in this chapter, the owner of any vehicle found to be in violation of any of the provisions of this chapter within the city shall be fined in the amount of \$25.00 per offense; however, beginning with the third offense that occurs within a 12- 6 month period the fine shall be in the amount of \$50.00 and each subsequent offense thereafter within a 12- 6 month period shall increase by \$25.00 from the last fine for each additional offense. Subsequent fine amounts for offenses that occur within the same 12- 6-month period shall not be greater than \$200.00. The amount of the fine shall be doubled if payment is not received by the city, or if payment by mail is not postmarked, within 30 days of the date of notice of the violation.
- (b) Notwithstanding the provisions of subsection (a), above, vehicles found to be in violation of posted parking regulations when the city has issued permits for special events as defined in section 11-4-171 of the Code of the City of Pensacola, Florida, within the area bounded on the north by Wright Street, on the south by Bayfront Parkway, on the east by 9th Avenue, and on the west by Baylen Street, shall be fined in the amount of \$50.00 for each offense. The amount of this fine shall be doubled if payment is not received by the city, or if payment by mail is not postmarked, within 30 days of the time of notice of the violation.

- (c) Any person receiving a fine pursuant to subparagraph (a) or (b), above, may seek to have the fine rescinded by filing an appeal with the City of Pensacola Parking Department within 30 days of the date of issuance of the fine. The City of Pensacola Parking Department shall schedule a hearing before the special magistrate at a regularly scheduled meeting and the special magistrate shall have the authority to confirm or rescind the fine. In order to support an order rescinding the fine, the special magistrate must find and articulate on the record sufficient facts and circumstances that the fine was improvidently imposed, or that the fine should otherwise be rescinded. The recipient of the fine must appear in person or through authorized electronic means, and must provide testimony or other evidence under oath. The decision of the special magistrate shall be final.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

PROPOSED ORDINANCE NO.7-26- AN ORDINANCE AMENDING TITLE XI OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING TRAFFIC AND VEHICLES, CHAPTER 11-2. TRAFFIC, ARTICLE II STOPPING, STANDING, AND PARKING, SECTION 11-2-37(A). PARKING FINES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): This action does not directly advance a goal of the city of Pensacola Strategic Plan but is a necessary function of municipal government.

This amendment provides a more attainable pathway for individuals to return to the \$25 base citation amount following six months without a parking violation. The change maintains accountability for repeat violations while providing a fair and reasonable timeframe for individuals to demonstrate compliance and regain eligibility for the lowest fine tier.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

None

3. Estimate of direct compliance costs that businesses may reasonably incur:

None

4. Any new charge or fee imposed by the proposed ordinance:

No

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

7. Additional information:

None