



City of Pensacola

City Council

Agenda

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

November 9, 2023, 5:30 PM

Council Chambers, 1st Floor

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Charles Bare

FIRST LEROY BOYD FORUM

AWARDS

APPROVAL OF MINUTES

1. 23-00925 REGULAR MEETING 10/26/2023

Recommendation: That City Council approve minutes of the Regular Meeting dated October 26, 2023.

Sponsors:

Attachments: *Draft: Regular Meeting Dated 10/26/2023*

APPROVAL OF AGENDA

CONSENT AGENDA

2. 23-00907 AWARD OF CONTRACT TO MULLER AND MULLER INC., FOR PHASE 1 OF RFQ NO. 23-030 ARCHITECTURAL AND ENGINEERING SERVICES FOR THE HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE AND AMERICAN MAGIC AT THE PORT OF PENSACOLA

Recommendation: That City Council approve the ranking of the selection committee and award a contract to Muller and Muller, Inc. for the Request for Qualification (RFQ) No. 23-030 Architectural and Engineering Services

for the High Performance Maritime Center of Excellence and American Magic at the Port of Pensacola in the amount of \$1,107,024.66 for Phase 1 (Warehouse 10 rehabilitation and 50-foot extension). Further, that City Council authorize the Mayor to take actions necessary to execute and administer a contract, consistent with the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *20231027 Draft Scope of Services Proposal Fee*

3. 23-00919 INTERLOCAL AGREEMENT - PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION (PEDC)

Recommendation: That City Council approve and authorize the Mayor to take the actions necessary to execute the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC) for FY 2024.

Sponsors: Mayor D.C. Reeves

Attachments: *PEDC Interlocal Agreement FY 2023-24*

4. 23-00922 LETTER OF SUPPORT FOR THE MITIGATING STORMWATER IMPAIRMENT USING OYSTER RESTORATION GRANT APPLICATION

Recommendation: That City Council, in conjunction with Mayoral support, provide a letter of support for the Mitigating Stormwater Impairment Using Oyster Restoration Grant Application, by the University of West Florida, Center for Environmental Diagnostics and Bioremediation to the Florida Department of Environmental Protection.

Sponsors: Council Member Jennifer Brahier, Mayor D.C. Reeves

Attachments: *Mitigating Stormwater Impairment Using Oyster Restoration
SANDBAR Oyster Catcher Table 1-pg flier 20230315
UWFStormwaterOysterProject_MeetingHandout_102023*

5. 23-00900 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of \$800 to Knowledge Ministries, Inc. doing business as the Golden Elite Track and Field Club and \$1,000 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 4.

Sponsors: Council Member Jared Moore

Attachments: *None*

6. 23-00901 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of \$1,000 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 3.

Sponsors: Council Vice President Casey Jones

Attachments: None

7. 23-00902 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$1,000 to The Watson Family Foundation Thanksgiving Food Give Away, \$500 for the H.Y.P.E. Annual Turkey Drive, \$300 to First City Arts Alliance for the Pensacola Mural Fest, \$150 to the Veteran's Memorial Park Foundation and \$300 to the Escambia County Public School Foundation for Excellence for the Washington High School Girls Basketball program from the City Council Discretionary Funds for District 5.

Sponsors: Council Member Teniadé Broughton

Attachments: None

8. 23-00903 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$500 to The Watson Family Foundation Thanksgiving Food Give Away from the City Council discretionary Funds for District 6.

Sponsors: Council Member Allison Patton

Attachments: None

9. 23-00924 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approve funding of \$1,000 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 2.

Sponsors: Council Member Charles Bare

Attachments: None

REGULAR AGENDA

10. 23-00909 CITY COUNCIL CONSENT TO THE MAYOR'S APPOINTMENT OF BENJAMIN HEISTEIN AS PARKS AND RECREATION DIRECTOR

Recommendation: That City Council consent to the Mayor's appointment of Benjamin Heistein as Parks and Recreation Director effective November 13, 2023.

Sponsors: Mayor D.C. Reeves

Attachments: *Benjamin Heistein Resume*

11. 23-00910 STATE OF FLORIDA DEPARTMENT OF COMMERCE GRANT AGREEMENT NO. HL251 - VETERAN'S MEMORIAL PARK RESTROOM AND EDUCATIONAL CENTER

Recommendation: That City Council approve Grant Agreement HL251 in the amount of \$750,000 for construction services for the restroom and educational center at Veteran's Memorial Park. Further, that City Council authorize the Mayor, or his designee to take all necessary actions to accept and execute the grant contract.

Sponsors: Mayor D.C. Reeves

Attachments: *Agreement_HL251*

12. 2023-83 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-83 - STATE OF FLORIDA COMMERCE GRANT NO. HL251 VETERAN'S MEMORIAL PARK RESTROOM AND EDUCATIONAL CENTER

Recommendation: That City Council adopt Supplemental Budget Resolution No: 2023-83

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

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-83*
Supplemental Budget Explanation No. 2023-83
Agreement_HL251

13. 23-00913 FY2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the FY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation, between the City of Pensacola and the U.S. Department of Justice, Office of Justice Programs in the amount of \$32,867.00 upon award of grant. Further, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Mayor D.C. Reeves

Attachments: *PPD Grant Application No. 13949916*
PPD Narrative for Grant#13949916
Budget Narrative for Grant# 13949916
Award Letter -Grant#13949916
Supplemental Budget Resolution No. 2023-80
Supplemental Budget Explanation No. 2023-80

- 14. 2023-80** SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-80 - FY2023
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM: LOCAL SOLICITATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-80.

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

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-80*
Supplemental Budget Explanation No. 2023-80

- 15. 23-00915** APPROVAL OF FY2023 BULLETPROOF VEST PROGRAM
PARTNERSHIP WITH PATRICK LEAHY FOUNDATION

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the Bulletproof Vest Program grant award with Patrick Leahy Foundation in the amount of \$19,680.00. Further that City Council authorize the Mayor to take all actions necessary to finalize the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Mayor D.C. Reeves

Attachments: *Application for FY 2023 Bulletproof Vest Partnership Program*
Patrick Leahy Foundation
Award Letter FY 2023 Bulletproof Vest Partnership Program
Patrick Leahy Foundation
Supplemental Budget Resolution No. 2023-082
Supplemental Budget Explanation No. 2023-082

- 16. 2023-82** SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-82 - FY2023
BULLETPROOF VEST PROGRAM PARTNERSHIP WITH PATRICK
LEAHY BULLETPROOF VEST FOUNDATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-082.

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

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-82*
Supplemental Budget Resolution Explanation No. 2023-82
Letter of Certification

17. 23-00917 FY 2023-2024 STATE FINANCIAL ASSISTANCE IDENTITY THEFT AND FRAUD GRANT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) - AWARD NO. L6013: FLAIR VENDOR ID: 596000406

Recommendation: That City Council accept the FY 2023-2024 State Financial Assistance Identity Theft and Fraud Grant Program - Florida Department of Law Enforcement (FDLE) - AWARD NO. L6013: FLAIR VENDOR ID: 596000406 in the amount of \$9,500.00 based on the Florida Department of Law Enforcement's (FDLE) Office of Criminal Justice Grants (OCJG). Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Mayor D.C. Reeves

Attachments: *FY2023-2024 Identity Theft and Fraud Grant -Award No. L6013*
Supplemental Budget Resolution No. 2023-64
Supplemental Budget Explanation No. 2023-64

18. 2023-86 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-86 FY2023-2024 STATE FINANCIAL ASSISTANCE IDENTITY THEFT AND FRAUD GRANT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) - AWARD NO. L6013: FLAIR VENDOR ID: 596000406

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-86.

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

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-86*
Supplemental Budget Explanation No. 2023-86

- 19. 2023-84** RESOLUTION NO: 2023-84 SUPPORTING GRANT APPLICATION FOR APPLICATION FOR FLORIDA COMMERCE FUNDING FOR MULTI-PURPOSE USE OF FRICKER COMMUNITY CENTER

Recommendation: That City Council adopt Resolution No. 2023-84.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING APPLICATION TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY OFFICE, HENCEFORTH TO BE KNOWN AS FLORIDA COMMERCE; AUTHORIZING GRANT APPLICATIONS.

Sponsors: Mayor D.C. Reeves

Attachments: Resolution No. 2023-84

- 20. 2023-88** RESOLUTION NO. 2023-88: SUPPORTING A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR SUN TRAIL FUNDING PROGRAM

Recommendation: That City Council adopt Resolution No. 2023-88.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA SUPPORTING AN APPLICATION FOR FLORIDA DEPARTMENT OF TRANSPORTATION SUN TRAIL FUNDING TO DESIGN AND CONSTRUCT THE DOWNTOWN PENSACOLA WATERFRONT CONNECTOR TRAIL PHASE ONE AND TWO; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: Resolution No. 2023-88
DPWCT Phase 1 Location Map
DPWCT Phase 2 Location Map

- 21. 2023-85** RESOLUTION NO. 2023-85 SUPPORTING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TEMPORARY ROAD CLOSURE - PURSUANT TO THE COMPLETION OF THE RESURFACING, RESTORATION, AND REHABILITATION PROJECT OF SR 10A (SCENIC HIGHWAY).

Recommendation: That City Council adopt Resolution No. 2023-85.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, SUPPORTING A TEMPORARY ROAD CLOSURE PURSUANT TO THE COMPLETION OF THE RESURFACING, RESTORATION, AND REHABILITATION PROJECT

OF SR 10A (SCENIC HIGHWAY) FROM LANGLEY AVENUE TO
SUMMIT BLVD, FPID 426935-2-52-01.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2023-85*
Exhibit (A) - Maintenance of Traffic Plan

**22. 2023-87 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-87 - FY 2024
ENCUMBRANCE CARRYOVER BUDGET RESOLUTION**

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-87.

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

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-87 - Amended*
Supplemental Budget Explanation No. 2023-87- Amended

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00925

City Council

11/9/2023

SUBJECT:

REGULAR MEETING 10/26/2023

ATTACHMENTS:

1. Draft: Regular Meeting Dated 10/26/2023



City of Pensacola

CITY COUNCIL

Regular Meeting Minutes

October 26, 2023

5:30 P.M.

Council Chambers

Council President Wiggins called the meeting to order at 5:30 P.M.

ROLL CALL

Council Members Present: Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier, Teniade Broughton (arrived 5:34), Jared Moore, Allison Patton

Council Members Absent: None

Also Present: Mayor D.C. Reeves (left 6:32)

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Allison Patton

FIRST LEROY BOYD FORUM

Stan McDaniels: Addressed Council regarding the terrorist attack at NAS Pensacola (in December 2019). He also endorsed the website www.tacticalcivics.com.

AWARDS

None

APPROVAL OF MINUTES

1. [23-00817](#) APPROVAL OF MINUTES: REGULAR MEETING DATED OCTOBER 12, 2023

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

The motion carried by the following vote:

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

APPROVAL OF AGENDA

A motion to approve was made by Council Member Patton and seconded by Council Member Jones.

The motion carried by the following vote:

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

CONSENT AGENDA

2. [23-00784](#) AMENDMENT TO INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

Recommendation: That City Council approve the Amendment to the Interlocal Agreement for Local Government Contribution for SAIL Financing of Affordable Multifamily Developments to be Used in Conjunction with Tax Exempt Bonds and Non-Competitive Housing Credits with the Escambia County Housing Finance Authority to coordinate local government support of applications from developers within the City limits for Florida Housing Finance Corporation multi-family RFAs requiring tax exempt bonds. Further, that the Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the Amendment and the Mayor's Executive Powers as granted in the City Charter.

CONSENT AGENDA (CONT'D.)

3. [23-00793](#) APPROVAL OF UTILITY WORK BY HIGHWAY CONTRACT AGREEMENT NO. 426935-2-56-02 with THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR CONSTRUCTION OF STORMWATER PIPING ACROSS SCENIC HIGHWAY AT ITS INTERSECTION WITH LANGLEY AVENUE

Recommendation: That City Council approve Utility Work by Highway Contract Agreement No. 426935-2-56-02 with the State of Florida Department of Transportation (FDOT) for construction of stormwater piping across Scenic Highway at its intersection with Langley Avenue. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the mayor's executive powers, as granted in the City Charter

4. [23-00759](#) PROPOSED REVISIONS - PORT TARIFF NO. 5A

Recommendation: That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor to take those actions necessary to implement the approved changes.

5. [23-00752](#) COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH COUNCIL ON AGING OF WEST FLORIDA, INC.

Recommendation: That City Council approve an Agreement for Services between the City of Pensacola and Council on Aging of West Florida, Inc. for \$70,000 under the Community Development Block Grant Program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Program Agreement consistent with the terms of the Agreement and Mayor's Executive Powers as granted in the City Charter

6. [23-00777](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of \$400 to First City Arts Alliance for the Pensacola Mural Fest and \$1,000 for the Watson Family Foundation Thanksgiving Food Giveaway from the City Council Discretionary Funds for District 7.

7. [23-00781](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JARED MOORE - DISTRICT 4.

Recommendation: That City Council approve funding of \$500 for the H.Y.P.E. Annual Turkey Drive from the City Council Discretionary Funds for District 4.

CONSENT AGENDA (CONT'D.)

8. [23-00796](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL
MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$1,000 to OnBikes Pensacola, \$500 to the Sons and Daughters of Italy in America and \$1,000 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 5.

9. [23-00797](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL
MEMBER JENNIFER BRAHIER - DISTRICT 1

Recommendation: That City Council approve funding of \$1,000 for The Watson Family Foundation Thanksgiving Food Give Away, \$1,000 to Ecomfort, Inc. at the Epps Christian Center, \$1,000 for the H.Y.P.E. Annual Turkey Drive and \$2,500 to Pensacola Habitat for Humanity from the City Council Discretionary Funds for District 1.

A motion to approve consent agenda items 2, 3, 4, 5, 6, 7, 8, and 9 was made by Council Member Brahier and seconded by Council Member Jones.

The motion carried by the following vote:

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

REGULAR AGENDA**10. [23-00719](#) REQUEST FOR LICENSE TO USE (LTU) RIGHT OF WAY - 801 EAST GREGORY STREET**

Recommendation: That City Council **consider the request for a License to Use (LTU) Right of Way for improvements at 801 East Gregory Street.**

A motion to approve the request was made by Council Member Jones and seconded by Council Member Moore.

Mayor Reeves (sponsor) addressed Council regarding the request.

Public input was heard from George Williams. He also provided hardcopies of (his) proposed changes to the original site plan provided by the developers (on file with background materials). And responded accordingly to questions from Council Members.

Council Members asked questions of Clint Herring, President & CEO of Kerioth Corporation the developer and applicant for the project which he responded accordingly. He was also provided an opportunity to address Council regarding the request for a license to use and provided hardcopies demonstrating examples of refuse enclosures (on file with background materials). He continued answering questions from Council Members. Mayor Reeves and Development Services Director Morris also responded to questions.

Further public input was heard from Richard Schier.

Discussion continued with Development Services Director Morris, Mayor Reeves, and Mr. Herring fielding comments and questions.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

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

REGULAR AGENDA (CONT'D.)

11. [23-00804](#) FOURTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP

Recommendation: That City Council approve and authorize the Mayor to execute the Fourth Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcel 7 of the Vince J. Whibbs Sr. Community Maritime Park, extending the agreement for six months through March 31, 2024. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Member Jones and seconded by Council Member Patton.

Andrew Rothfeder of Kuhn Realty, LLC, the City's representative providing brokerage services addressed Council regarding this extension, as well as for Item 12, 23-00806.

There being no discussion, the vote was called.

The motion carried by the following vote:

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

12. [23-00806](#) FOURTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA LLC OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP

Recommendation: That City Council approve and authorize the Mayor to execute the Fourth Addendum to the Partial Assignment to Inspired Communities of Florida LLC of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcels 3, 6, and 8 of Vince J. Whibbs Sr. Community Maritime Park, extending the agreement for five months through February 29, 2024. Also, that City Council authorize the Mayor to take actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

REGULAR AGENDA (CONT'D.)

A motion to approve (Item 12, 23-00806) was made by Council Member Jones and seconded by Allison Patton.

The motion carried by the following vote:

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

**13. [23-00743](#) FEMA FY2023 PORT SECURITY GRANT PROGRAM -
ACCEPTANCE OF GRANT NO. EMW-2023-PU-00455: MOBILE COMMAND
CENTER**

Recommendation: That City Council accept the FEMA FY2023 Port Security Grant Program - Grant No. EMW-2023-PU-00455: Mobile Command Center in the amount of \$493,336.00 based on the Department of Homeland Security. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a supplemental budget resolution appropriating the grant funds.

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

The motion carried by the following vote:

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

**14. [2023-079](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-079 - FEMA
FY2023 PORT SECURITY GRANT PROGRAM - GRANT NO. EMW-2023-PU-
00455: MOBILE COMMAND CENTER**

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-079.

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

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

REGULAR AGENDA (CONT'D.)

The motion (to adopt Res. No. 2023-079) carried by the following vote:

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

15. [2023-081 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-081 - TO RECOGNIZE OSCEOLA MUNICIPAL GOLF COURSE FY 2023 REVENUE](#)

Recommendation: That City Council adopt supplemental budget resolution No. 2023-081:

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

A motion to adopt was made by Council Member Moore and seconded by Council Member Jones.

The motion carried by the following vote:

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

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher advised that on November 6th at 3:00 P.M. (prior to agenda conference) training has been scheduled for Council Members on new legislative management and voting software. He also commended IT, City Clerk's Office and Council Office staff for their work to implement the new system.

MAYOR'S COMMUNICATION

City Administrator Fiddler reminded of Saturday's *Making Strides Against Breast Cancer* walk and awareness event which members of City staff have formed a team and will participate.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Bare made comments regarding: 1) new LED lighting in the Reserve at Carpenter's Creek neighborhood; 2) Sanitation Services and Code Enforcement initiatives to clean-up trash on Toni Street, as well as Police Chief Randall addressing crime; and 3) hopes the December 14th Council meeting will be short since it is the same night as an event being held at NAS Pensacola.

SECOND LEROY BOYD FORUM

None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 6:45 P.M.

Adopted: _____

Approved: _____
Delarian Wiggins, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00907

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF CONTRACT TO MULLER AND MULLER INC., FOR PHASE 1 OF RFQ NO. 23-030 ARCHITECTURAL AND ENGINEERING SERVICES FOR THE HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE AND AMERICAN MAGIC AT THE PORT OF PENSACOLA

RECOMMENDATION:

That City Council approve the ranking of the selection committee and award a contract to Muller and Muller, Inc. for the Request for Qualification (RFQ) No. 23-030 Architectural and Engineering Services for the High Performance Maritime Center of Excellence and American Magic at the Port of Pensacola in the amount of \$1,107,024.66 for Phase 1 (Warehouse 10 rehabilitation and 50-foot extension). Further, that City Council authorize the Mayor to take actions necessary to execute and administer a contract, consistent with the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City issued a Request for Qualifications (RFQ) for Architectural and Engineering services for the American Magic facility to be located at the Port of Pensacola.

A selection committee was formed to review the written RFQ responses, short list firms for oral presentations, receive the oral presentations, rank the firms, and provide a recommendation for award of contract to the top ranked firm. The committee was comprised of City employees Kerrith Fiddler, Clark Merritt, and Amy Tootle.

The Committee shortlisted four firms to make oral presentations: DAG Architects, Inc., Muller and Muller, Inc., Geosyntec Consultants, Inc., and HDR Engineering, Inc. Following the oral presentations, the committee ranked the firms and designated Muller and Muller, Inc as the top ranked and most qualified firm responding to the RFQ.

The fee for Phase 2 of the RFQ (dock and boat ramp) will be brought to Council for approval at a subsequent meeting date.

PRIOR ACTION:

June 15, 2023 Council acceptance of the Governor's Job Growth Infrastructure Grant and Supplemental budget resolution

September 14, 2023 Council acceptance of the Triumph Gulf Coast Grant and Supplemental budget resolution

FUNDING:

Budget:	\$	Governor's Job Growth Infrastructure Grant
	3,963,120.00	
	8,500,000.00	Triumph Gulf Coast Grant
	<u>2,625,000.00</u>	FSTED Grant (Grant Agreement Pending)
	<u>\$15,088,120.00</u>	
Actual:	\$ 1,107,024.66	Muller and Muller A&E Contract Phase I
	<u>350,000.00</u>	Muller and Muller A&E Contract Phase II (Estimated)
	<u>13,631,095.34</u>	Construction Costs (Estimated)
	<u>\$15,088,120.00</u>	TOTAL

FINANCIAL IMPACT:

The total budget for this project is \$15,088,120 and is funded by the FloridaCommerce (formally DEO) Governor's Job Growth Grant, Triumph Gulf Coast, and FDOT's Florida Seaport Transportation Economic Development (FSTED) fund. The FSTED grant was approved at the 2023 FSTED committee Fall meeting but the grant agreement will not be generated by FDOT until July 2024 (the start of the State's Fiscal Year).

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
 Amy Miller, Deputy City Administrator
 Clark Merritt, Port Director
 Erica Grancagnolo, Economic Development Director

ATTACHMENTS:

1. 20231027 Draft Scope of Services Proposal Fee

PRESENTATION: No



October 27, 2023

Attention: Erica Grancagnolo
Economic Development Director

Subject: **Professional Architectural / Engineering Services Proposal**

**HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE AND
AMERICAN MAGIC AT THE PORT OF PENSACOLA**

Dear Mrs. Grancagnolo:

Muller & Muller, Ltd. (M2) in association with Sam Marshall Architects, PA (SMA) is pleased to submit the following proposal for Professional Architectural Services for the High-Performance Maritime Center of Excellence and American Magic at the Port of Pensacola.

For this assignment we are proposing the following team:

M2 – Prime, Project Management, Architecture
Sam Marshall Architects, Architect of Record
Schmidt Consulting Group (SCG) Structural Engineering, Mechanical, Electrical and
Plumbing Engineering, and Communications
Baskerville Donovan (BDI) Civil Engineering
Tierra Inc - Geotechnical
Hatcher Engineering - Fire Protection
Biome Consulting Group - Environmental
TG Earnest & Associates – Cultural Resource Assessment Survey
MRD Associates, Inc – Marina Tidal Flushing Analysis
MOCA - Cost Estimating

SCOPE OF WORK

Phase 1, Warehouse and 50-foot addition. Complete the partially constructed Warehouse 10 at the Port of Pensacola, to include a 50-foot addition. Transform Warehouse #10 and the associated area into a High-Performance Maritime Center of Excellence in partnership with American Magic, a professional sailing team competing for the America's Cup.

Phase 2, Dock and Boat Slip

Design of a dock and boat ramp to support various watercraft (powered and non-powered).

The finish-out of Warehouse #10 to include work centers, offices, large manufacturing areas, restrooms/locker rooms, cranes (to be determined what type i.e., gantry/overhead), a kitchen and dining facility, simulator/IT rooms, and other spaces specific to advanced sailing and maritime activities. A mezzanine for non-manufacturing functions will also be incorporated into the design.

The scope of work includes:

1. Design and Permitting of the High-Performance Maritime Center of Excellence (Interior and exterior), exterior site design, and the Dock, Launch, and Boat Ramp Facility.
2. Finalizing design of partially completed 56,000 +/- sq ft building Warehouse #10, to enclosed, conditioned, functional space.
3. Addition of 8,000 +/- sq ft to existing building.
4. Site and Structural assessments and surveys to be the basis for the development of all engineering and architectural designs, reports, and estimates.
5. Determination and coordination of all permitting requirements.
6. Development of an initial Rough Order of Magnitude (ROM) construction cost estimate at the 15% schematic design stage.
7. Development of construction contract documents to 30% design, 60% design, 90% design, and 100% designs stages, with appropriate City review and input at all stages.
8. Development of an initial Rough Order of Magnitude (ROM) construction cost estimate at the 30% design stage, 90% design and final construction cost estimate upon completion (100%) plans.
9. Production of Bid Documents and support the bidding, pre-construction, and construction phases of the Project including but not limited to: support services during the bidding phase; special inspections, submittal review and approvals during the construction phase; construction administration, and support services during the commissioning phase.
10. Services include architecture, structural engineering, electrical engineering, plumbing, HVAC design, information technology design, and interior design.
11. The finished interior will include.
 - a. Work Centers,
 - b. Offices,
 - c. Large Manufacturing Areas,
 - d. Restrooms/Locker Rooms,
 - e. Cranes (to be determined what type i.e., gantry/overhead),
 - f. Kitchen and Dining facility,
 - g. Simulator/IT rooms,
 - h. Other spaces specific to advanced sailing and maritime activities.
 - i. Mezzanine for non-manufacturing functions
12. Exterior Site Layout and Functionality:

Design surroundings of Warehouse #10 in line with the operational concept. Including ingress/egress for personnel, equipment, and maritime craft (powered/non-powered), as well as facilitating transit to and from the dock/launching facility on the eastern side of the port. The exterior site design should also consider the needs of port operations and tenants.
13. Dock, Launch, and Boat Ramp Facility:
 - a. The dock, launch, and boat ramp facility to be situated on the eastern side of the Port.
 - b. Support the operational requirements of the America's Cup sailing team.
 - c. Enable personnel to board the boats from a landside dock and accommodate multiple moorings during sailing events, such as regattas.

- d. Access from Warehouse #10 to the dock and associated utilities should be considered and incorporated based on available funding.
- e. Full Bulkheading of the eastern side of the port is not considered at this stage of the project design.
- f. The facility should include a powered/non-powered ramp to facilitate the launching of boats trailered, on a cradle, or in other launching apparatus including travel-lifts. A boat ramp is not a practical solution due to the elevation change from the top of the riprap revetment to mean low water. An alternate upland wet slip is proposed to accommodate both powered and non-powered boats.

BASIC SCOPE OF SERVICES

M2 shall render the following professional services relating to the scope of work:

Schematic Design

1. Provide up to three planning options based on the general concept previously developed by others and provided to M2. Concepts will focus on needs and budget of American Magic.
2. Development of an initial Rough Order of Magnitude (ROM) construction cost estimate at the 15% schematic design stage.
3. Prepare for and conduct up to two meetings with the City of Pensacola. Document meetings and distribute meeting minutes.
4. Prepare for and conduct a review meeting with the City of Pensacola. Document meetings and distribute meeting minutes.
5. Review and respond to review comments received.

Schematic Design Deliverables

- Floor Plan Options
- Meeting Minutes
- Comment Resolution Log

Design Development

1. Develop and refine the selected schematic design option.
2. Prepare finish options, for:
 - a. Manufacturing Areas
 - b. Restrooms/Locker Rooms
 - c. Kitchen and Dining Facility
 - d. Simulator/IT rooms
3. Develop preliminary mechanical, electrical and communication/security drawings.
4. Develop preliminary three-dimensional views. Provide up to three draft renderings.

5. Conduct a preliminary review meeting with the following Authorities Having Jurisdiction (AHJ):
 - a. City of Pensacola
 - b. Florida Department of Environmental Protection
 - c. Army Corps of Engineers
 - d. Emerald Coast Utilities Authority (ECUA)
 - e. Florida Power & Light
6. Prepare for and conduct up to two meetings with the City of Pensacola.
7. Document meetings and distribute meeting minutes.
8. Prepare for and conduct up to two review meetings with the City of Pensacola. Document meetings and distribute meeting minutes.
9. Review and respond to review comments received.

Design Development Deliverables

- Floor Plans
- Elevations and Sections
- Preliminary Details
- Preliminary Phasing
- Preliminary Mechanical, Electrical and Low Voltage/Security Drawings
- Preliminary Specifications
- Meeting Minutes
- Comment Resolution Log

Construction Documents

1. Based on selected options, develop construction documents suitable for bidding and permit, including:
 - a. Suggested Phasing Plans
 - b. Architectural Drawings, including life-safety plans, floor plans, reflected ceiling plans, finish plans, elevations, sections, details, and schedules.
 - c. Structural Drawings
 - d. Mechanical Drawings
 - e. Plumbing Drawings
 - f. Fire Protection Drawings
 - g. Electrical Drawings
 - h. Communication/Security Drawings
2. Develop final three-dimensional views. Provide up to three final renderings.
3. Develop a specifications project manual.
4. Conduct a follow-up review meeting with the following Authorities Having Jurisdiction (AHJ):
 - a. City of Pensacola

- b. Florida Department of Environmental Protection
 - c. Army Corps of Engineers
 - d. Emerald Coast Utilities Authority (ECUA)
 - e. Florida Power & Light
5. Prepare for and conduct up to six meetings with the City of Pensacola. Document meetings and distribute meeting minutes.
6. Prepare for and conduct up to three review meetings with the City of Pensacola. Document meetings and distribute meeting minutes.
7. Review and respond to review comments received.

Construction Documents Deliverables

- Drawings Suitable for Bidding and Permit
- Specifications Manual
- Five Rendered Views
- Meeting Minutes
- Comment Resolution Log

Bidding and Permit

The design team recommends completion of permitting before bidding to avoid permit related changes after bid. This includes permitting at the 100% stage to incorporate those changes into the contract before bidding)

1. Attend pre-bid meeting with potential reviews.
2. Review and respond to bidder's questions and, if necessary, provide clarifications.
3. Assist in the review of bids received.
4. Submit drawings for permit review and assist in completion of permit applications.
5. Provide attendance at up to two meetings with authorities having jurisdiction (if required).
6. Review and respond to permit questions and, if necessary, provide corrections.

Construction Administration

Scope noted below assumes 18-month construction schedule.

1. Attending up to 36 construction meetings with the contractor. Meeting minutes to be recorded by others.
2. Provide up to 36 site observations to review that work is progressing in general conformance with the construction documents.
3. Review and provide responses to contractor's request for information. If necessary,

issue clarifications.

4. Review and action contractor submittals. A maximum of two reviews per submittal is budgeted.
5. Provide one punch-list review at substantial completion and provide one confirming punch-list review.
6. Review and action contractor close-out documentation.
7. Assist in the review of monthly pay application requests.

SCHEDULE

For the scope of services identified, M2 understands the schedule to be as follows:

- Schematic Design – 3 Weeks
- Design Development – 5 Weeks
- Contract Documents – 13 Weeks

Please note that durations identified above exclude client and stakeholder review periods. City of Pensacola standard review period is three weeks.

BASE COMPENSATION

The proposed total project budget provided by the City of Pensacola is **\$15,088,120.00**
For the Basic Scope of Services identified, M2 Basic AE Design Fee of **\$1,107,024.66**
specific to basic services related **Phase 1, Warehouse and 50-foot addition**

(Note, this is based on Florida Department of Management Services, DMS sliding Scale, complexity C **7.82%** of overall construction budget noted below).

Please note these fees do not include **Phase 2, Dock and Boat Slip**.

Pending review and concurrence with the City of Pensacola & American Magic, a revised fee will be provided at a later date for Phase 2 scope.

Project Costs		\$ 15,088,120.00
Building Construction Costs		\$10,471,095.34
Site/Slip/Docks/Civil Costs		\$3,500,000.00
Percentage of Fee		7.82%
Base Building DMS Fee		\$ 818,839.66
Building Services in Addition to DMS		\$288,185
Reimbursable Allowance		\$10,000
Total Building Fee		\$ 1,107,024.66
Adjusted Fee, less scope items requiring city approval*		\$ 1,059,524.66

Schematic Design Phase	15%	\$ 122,825.95
Design Development Phase	18%	\$ 147,391.14
Construction Documents	40%	\$ 327,535.86
Procurement Phase	2%	\$ 16,376.79
Construction Phase	25%	\$ 204,709.91
Services in addition to DMS Fee Structure noted above		
Phase 1 - Warehouse 10 & Addition		
Cost Estimating		\$31,730
System Commissioning Service		\$28,600
Air Barrier Testing		\$4,000
Structural Evaluation of Exst Bldg		\$25,500
Civil Design (Phase 1)		\$130,070
Geotechnical (Phase 1)		\$20,785
Communications*		\$11,500
Landscape Architectural & Irrigation Design*		\$30,000
Site Lighting Design*		\$6,000
Building Fees in Addition to DMS Services		\$288,185
*Fees requiring city approval before proceeding		\$47,500
Phase 2 - Dock/Boat Ramp / Slip		
Civil Design		TBD
Structural Design, Dock, Slip, Sheetpile Wall		TBD
Environmental		TBD
Geotechnical		TBD
Cultural Resource Assessment		TBD
Marina Tidal Flushing Analysis		TBD
Phase II Design Fee		TBD
Total Fee		TBD

REIMBURSABLE EXPENSES

In addition to our compensation as outlined above, we shall be reimbursed for expenditures made by us, and our consultants, specifically for this project such as: reproduction/printing of documents, postage, messenger/courier services, long distance communication, mileage, parking, transportation, and other similar expenses. Due to the American Magic Team being remote through summer of 2024, the design team recommends in person meetings to be kept to a minimum, with most meetings intended to be scheduled on video conference, teams.

ADDITIONAL SERVICES

The following services are not included as part of our Base Compensation, but can be provide

at the City of Pensacola request as an additional service:

Early Civil / Permit Package
Site master planning
Security planning
Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis
LEED Consultation
Special Code Reviews including ACHA

Documents Prepared For:
Alternate Bids Exceeding Contract Scope
Excessive Change Orders
Multiple Construction Contracts
Record Documents/As Builts
Prolonged Construction Contract Administration Services
Project Representation During Construction Beyond Bi-Monthly Administration
Additional Construction Contract
Administration Services for Multiple Contracts
Building Commissioning and Training Services
Post Occupancy Inspections/ Evaluations
Substantive Changes to Scope, Size or Complexity
Owner Requested Changes to Approved Documents

ASSUMPTIONS AND CLARIFICATIONS

In addition to the scope of services outlined, this proposal is also based on the following Assumptions and Clarifications:

1. M2 recommends AIA contract between Owner and Architect – B101-2017
2. M2 shall be able to rely on the accuracy of information provided to M2 by others.
3. Permit-related fees are not included. Permit expeditor will be provided by others.
4. Commissioning for Green Building certification not included.
5. M2's review of existing conditions is limited to a visual review only. The use of special equipment or destructive means is not included.

TERMS AND CONDITIONS

Access to Site:

The Port of Pensacola is a secure and regulated USCG facility, As such, the Consultant, at its expense, shall be able to self-escort their staff on port by obtaining (or being escorted by) a Transportation Worker Identification Credential (TWIC) issued by the Dept. of Homeland Security. At all times, the Consultant shall perform its tasks in compliance with all applicable Port of Pensacola Security requirements under the Port's current Tariff 5A.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Consultant to be reviewed in the Court of Law in the State of Florida with no arbitration.

Billings/Payments:

Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days

after the invoice date. If the invoice is not paid within 30 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

Certifications:

Guarantees and Warranties: The Consultant shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence the Consultant cannot ascertain.

Additional Services/Change in Services:

If any additional services and or change/modifications to Consultant's scope of services are proposed by Client, Consultant shall, upon receipt of such written change or modification, determine the impact on both time and compensation and notify Client in writing. Upon agreement between Client and Consultant as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes. Execution of the amendment by Client and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

Termination of Services:

This agreement may be terminated by the Client or the Consultant at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

Ownership of Documents:

All documents produced by the Consultant under this agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.

Jobsite Safety:

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety

programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Consultant and the Consultant's subconsultants. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be made additional insured under the General Contractor's policies of general liability insurance.

Limitation of Liability:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000.00 or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless prohibited by law.

Waiver of Consequential Damages:

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Standard of Care

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

Municipal Advisor Exclusion

In providing services under this agreement, the Consultant is not acting as a municipal advisor as defined by the Dodd-Frank Act. The Consultant will not offer advice regarding any municipal financial products or securities. Any advice or recommendations provided by the Consultant is intended as Architectural Design Services and not to be interpreted as advice regarding municipal financial products or services. The Client must, via contract, retain the services of a registered municipal advisor for any advice it seeks regarding municipal financial product and securities. The Consultant does not owe Client a fiduciary duty in the delivery of Design Services.

We greatly appreciate your consideration and look forward to the opportunity to work with you. If you need any additional information or require further discussion, please do not hesitate to contact Project Manager, Ed Frankowski at efrankowski@muller2.com or 630.677.3358

Sincerely,
CONSULTANT
Muller & Muller, Ltd.

CLIENT
City of Pensacola
APPROVED AND ACCEPTED

Catherine Muller
PRESIDENT

Sam Marshall Architects
Architect of Record

By: _____
Title: _____
Date: _____

David Alsop, AIA



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00919

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

INTERLOCAL AGREEMENT - PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION (PEDC)

RECOMMENDATION:

That City Council approve and authorize the Mayor to take the actions necessary to execute the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC) for FY 2024.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The PEDC was created by Chapter 67-1365, Florida Laws to promote and develop tourism and industry in Escambia County and the City of Pensacola. PEDC is governed by a nine-member board consisting of representatives from the Escambia County Board of County Commissioners, the Pensacola City Council, the Century Town Council, and the Greater Pensacola Chamber.

In 1989, House Bill 984 amended Chapter 67-1365, Florida Laws to require that the City and Escambia County jointly fund the PEDC through an annual Interlocal Agreement. For FY 2024, Escambia County has budgeted \$600,000, and the City has budgeted \$175,000.

PRIOR ACTION:

September 13, 2023 - City Council formally adopted the FY 2024 Budget that included an appropriation of \$175,000 for the PEDC.

FUNDING:

Budget:	\$175,000.00
Actual:	\$175,000.00

FINANCIAL IMPACT:

Funds have been appropriated in the FY 2024 Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/20/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. PEDC Interlocal Agreement FY 2023-24

PRESENTATION: No

**STATE OF FLORIDA
COUNTY OF ESCAMBIA
INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO
THE FY 2023-2024 FUNDING OF PENSACOLA-ESCAMBIA COUNTY
PROMOTION AND DEVELOPMENT COMMISSION**

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

WITNESSETH:

WHEREAS, the County and the City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by §163.01, Florida Statutes, to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, as the governing bodies of the County and the City, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

WHEREAS, Chapter 89-481, Laws of Florida, restructured funding responsibilities of local governments to the Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

WHEREAS, the County and the City are recognized in Chapter 89-481 as the leading governmental bodies supporting economic development in Escambia County, along with the Town of Century and the private sector, through their PEDC membership; and

WHEREAS, PEDC economic development activities are broadly recognized to include business and industry recruitment and retention, tourism promotion and development, and armed services support, which all serve critical public purposes; and

WHEREAS, as a result, Escambia County and the City of Pensacola now jointly find it advantageous and appropriate to contribute their fiscal resources to the PEDC programs and activities.

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

Article 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

- 1.2 Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County, in cooperation with the City, hereby establishes a financial framework for shared funding responsibilities of the Pensacola-Escambia County Promotion and Development Commission for FY 2023-2024.

Article 2

Responsibilities of Parties

- 2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the Fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree for FY 2023-2024 that the County shall contribute to the PEDC the amount of Six Hundred Thousand Dollars (\$600,000.00) and the City shall contribute to the PEDC the amount of and One Hundred Seventy-Five Thousand Dollars (\$175,000.00). Each shall reflect such contributions in their respective budgets.
- 2.2 This Agreement shall bind the parties beginning October 1, 2023 with respect to their PEDC FY 2023-2024 budgetary contributions. However, contributions for the FY 2023-2024 PEDC budget and any subsequent budget years thereafter shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided under Chapter 89-481, Laws of Florida.
- 2.3 The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from the private sector sources.
- 2.4 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3

General Provision

- 3.1 **Termination:** This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.
- 3.2 **Records:** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.
- 3.3 **Assignment:** This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.
- 3.4 **All Prior Agreements Superseded:**
- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained

in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

- (b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.5 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.6 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.7 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

- (a) If the City discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the City shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

3.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to be enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

3.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.11 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail,

postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY

Wesley J. Moreno
County Administrator
221 Palafox Place
Post Office Box 1591
Pensacola, FL 32597

TO THE CITY

Kerrith Fiddler
City Administrator
Post Office Box 12910
Pensacola, FL 32521

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.13 Liability: The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

ATTEST: Pam Childers
Clerk of the Court

By: _____
Deputy Clerk

(SEAL)

ATTEST: Ericka Burnett
Clerk of the City of Pensacola

By: _____
Clerk

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a
political subdivision of the State of Florida

BY: _____
Lumon J. May, Chairman

Date: _____

BCC Approval: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 10-03-2023

CITY:
THE CITY OF PENSACOLA, a Florida
Municipal Corporation

By: _____
D.C. Reeves, Mayor

Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00922

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Jennifer Brahier, Mayor D.C. Reeves

SUBJECT:

LETTER OF SUPPORT FOR THE MITIGATING STORMWATER IMPAIRMENT USING
OYSTER RESTORATION GRANT APPLICATION

RECOMMENDATION:

That City Council, in conjunction with Mayoral support, provide a letter of support for the Mitigating Stormwater Impairment Using Oyster Restoration Grant Application, by the University of West Florida, Center for Environmental Diagnostics and Bioremediation to the Florida Department of Environmental Protection.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The University of West Florida and the Center for Environmental Diagnostics and Bioremediation (CEDB) began tracking bacterial loads in the Bruce Beach area in 2020. Our findings correlated with rain events, which lead us to sample stormwater outfalls along the city's waterfront and the stormwater inlets that routed rainwater towards Washerwoman Creek - which becomes daylighted south of Main Street.

The resulting data from those studies intrigued and inspired us to apply for a grant to utilize oyster reefs in the vicinity of known stormwater outfalls which routinely had high bacterial loadings in their discharge. At this time, we have identified several areas (Joe Patties, Washerwoman Creek, Spring Street, and Bartram Park outfalls) where we would like to install small reef structures (sub-surface), some with pre-seeded oyster spat, others bare, to monitor survival and growth rates.

The project is called, "[Mitigating Stormwater Impairment Using Oyster Restoration](#)", and this grant would allow us to gather tangible growth and recruitment data, coupled with rigorous water quality monitoring including bacterial sampling to see how readily oysters can mitigate these outfall waters.

The areas we have identified for this project are not used for recreation due to the nature of bottom sediments, are in waters 1 meter (~3 feet) deep during low winter tides and have

adequate salinity to maintain optimum oyster growth.

This item provides for a Letter of Support from the City Council and the Mayor on behalf of the City of Pensacola.

PRIOR ACTION:

August 12, 2021 -- City Council entered into an agreement with UWF and the Center for Environmental Diagnostics and Bioremediation to conduct Burce Beach Stormwater Source Tracking and Weekly Monitoring of publicly accessible areas.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Mitigating Stormwater Impairment Using Oyster Restoration
2. SANDBAR Oyster Catcher Table 1-pg flier 20230315
3. UWFStormwaterOysterProject_MeetingHandout_102023

PRESENTATION: No

"Mitigating Stormwater Impairment Using Oyster Restoration"

The University of West Florida and the Center for Environmental Diagnostics and Bioremediation (CEDB) began tracking bacterial loads in the Bruce Beach area in 2020. Our findings correlated with rain events, which lead us to sample stormwater outfalls along the city's waterfront and the stormwater inlets that routed rainwater towards Washerwoman Creek - which becomes daylighted south of Main Street.

The resulting data from those studies intrigued and inspired us to apply for a grant to utilize oyster reefs in the vicinity of known stormwater outfalls which routinely had high bacterial loadings in their discharge. At this time, we have identified several areas (Joe Patties, Washerwoman Creek, Spring Street, and Bartram Park outfalls) where we would like to install small reef structures (sub-surface), some with pre-seeded oyster spat, others bare, to monitor survival and growth rates.

The project is called, **"Mitigating Stormwater Impairment Using Oyster Restoration"**, and this grant would allow us to gather tangible growth and recruitment data, coupled with rigorous water quality monitoring including bacterial sampling to see how readily oysters can mitigate these outfall waters.

The areas we have identified for this project are not used for recreation due to the nature of bottom sediments, are in waters 1 meter (~3 feet) deep during low winter tides and have adequate salinity to maintain optimum oyster growth.

Should the FDEP grant be funded, Amanda Croteau will be the principal investigator for this opportunity. The structures are innovative for this area, and again will be sub-tidal (underwater). The pictures below show the structure at deployment, and their growth over a year. These pictures are from North Carolina, where the area receives two high tides and two low tides daily. The Gulf of Mexico only receives one tidal high and low per day.



This project will not require any maintenance by the city, as it will be located nearshore. The installation and bi-monthly monitoring will be conducted by boat.

The areas we have identified are included below. Should the City of Pensacola wish to endorse this bioremediation project, please send an email letter of support to:

Dr. Amanda Croteau
Center for Environmental Diagnostics and Bioremediation
University of West Florida
11000 University Pkwy
Building 83, Room 116
Pensacola, FL 32514

And send your letter to her email at:
acroteau@uwf.edu

In preparation for this project, we have identified these areas along the city waterfront:



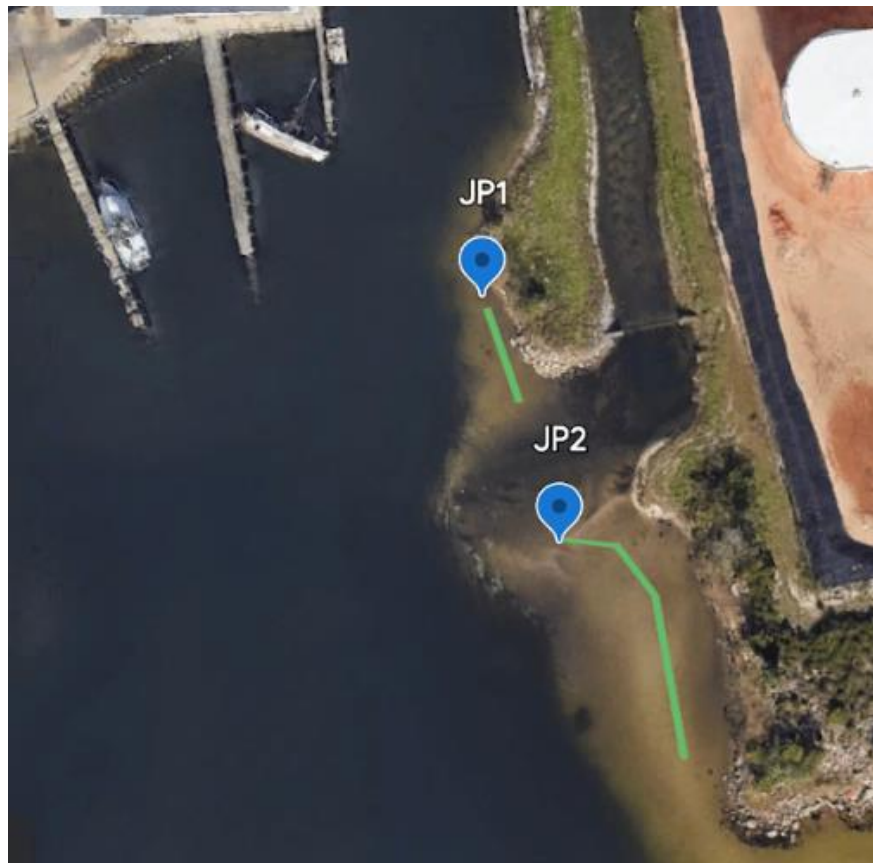
The structures are designed by an engineer with the University of North Carolina, who will be onsite for the installation.

A control site not located near outfalls is also included to provide information on the variations of growth with and without outfalls.

Going from west to east, the control site will be outside Joe Pattie's bulkhead area. This area is not near any outfalls and not accessible from land.



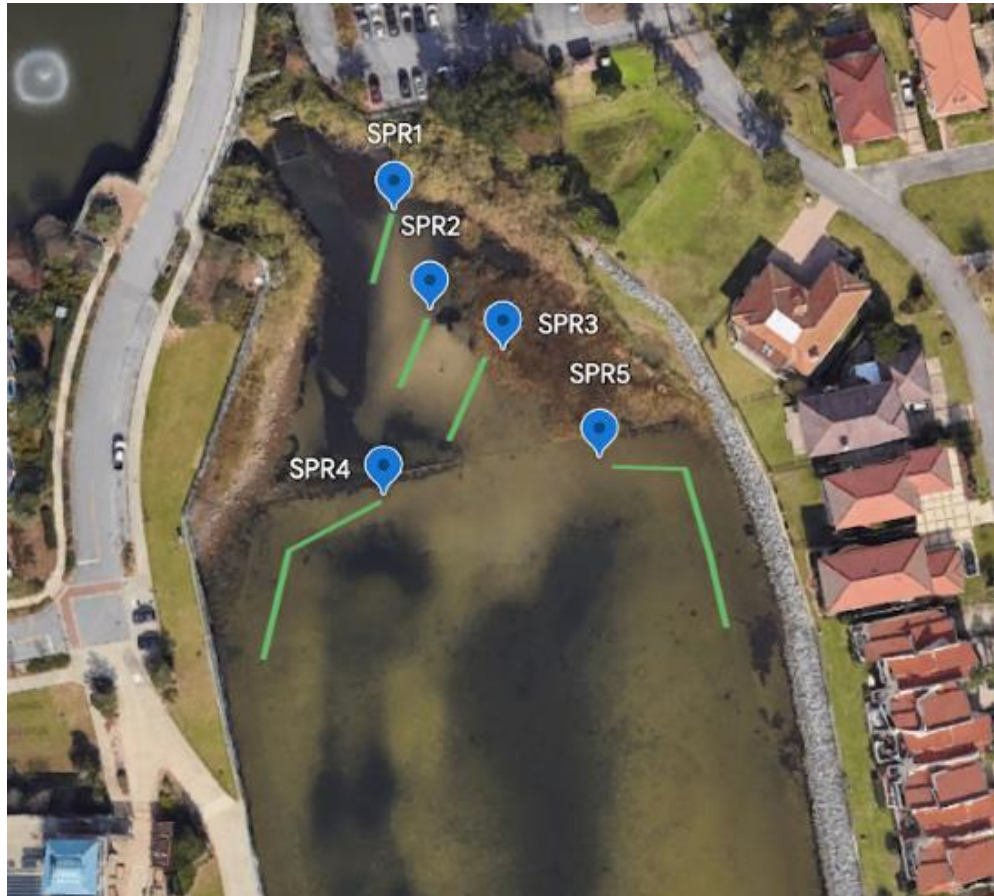
A Street discharges into a linear canal system which enters a protected waterway where shrimp and fishing boats unload their catches. The area selected will not interfere with any navigation.



The Bruce Beach area has Washerwoman Creek discharging into another protected waterbody that is partially lined with riprap. At this site, we propose to surround a small rock jetty with reef structures.



The Spring Street outfall is another area that is inaccessible to the public by land due to the riprap surrounding this protected body of water. This site has a remnant structure that can be seen in the picture below, SPR 4 and 5. We propose to place two reef systems inside and outside of the structure.



The last area we have identified for this project is within Bartram Park adjacent to a large outfall. As mentioned at the Joe Pattie location, we have selected areas which will not interfere with boating activities or any city outfalls. We are strictly interested in using oysters to remove nutrients, bacteria, and other stormwater constituents.



Oyster Catcher™ Tables

for oyster habitat creation and living shorelines

The Oyster Catcher™ Table is a proprietary, patent-pending oyster reef construction element produced by **Sandbar Oyster Company**

Oyster Catcher™ is a composite of two materials: jute cloth (the structural element) hardened with cements. Our ability to shape the cloth after soaking in a cement slurry allows production of a wide variety of Oyster Catcher™ shapes.

Our Tables (~2 ft in L, W, and H) offer exceptional reef design versatility. Table tops can be fully closed or open, the latter allowing legs of one Table to run through the tops of Tables beneath, thereby interlocking them for enhanced stability.

The initial open space of Table reef frameworks rapidly infills as oysters grow on and among Tables.

The surfaces of Oyster Catcher™ elements are deeply textured making them highly attractive to oyster larvae and protective for young oysters. The rough surface of Table legs acts to lock Tables in place once the legs are partially sunk into bottom sediments.

The January 2023 Table price is \$80 plus shipping and handling and applicable taxes. Average Table weight is ~30 pounds.

The next page provides views of different configurations of Oyster Catcher™ Table reefs.

5117 Webb Street
Morehead City, North Carolina 28557
Dr. Niels Lindquist, CEO
Niels@SandbarOysterCompany.com
(252) 732-4516





Figure 1. Single (left, center) and stacked (right) Table arrangements.



Figure 2. Side-by-side Table reef arrangements.



Figure 3. Interlocked Table reef arrangements.



Figure 4. Volunteers constructing Table reefs – Topsail Beach, NC.



Figure 5. Staged materials and newly installed reef – Surf City, NC . Page 50 of 215

Mitigating Stormwater Impairment Using Oyster Restoration
Proposal Submitted to DEP Nonpoint Source Management Program,
State Water-quality Assistance Grant

Application Organization: University of West Florida (UWF), Center for Environmental Diagnostics and Bioremediation

Project Lead: Dr. Amanda Croteau, acroteau@uwf.edu

Partner Organizations: Pensacola and Perdido Bays Estuary Program (PPBEP), Sandbar Oyster Company (Sandbar), Community Training Works (CTW), and Pensacola Bay Oyster Company

UWF is the lead organization and is ultimately responsible for executing, monitoring, and reporting on the proposed project. The table below outlines the agreed upon responsibilities of each partner organization as detailed in their individual scopes of work.

Financial Responsibility (<i>materials, permitting, installation, and monitoring</i>)	UWF per DEP Grant award. All aspects have been included in budget. No additional financial contribution will be required from the City of Pensacola
Design	Dr. Niels Lindquist, Sandbar Oyster Company (http://www.sandbaroystercompany.com)
Materials	Sandbar Oyster Company – Oyster Catcher™ Tables are a proprietary, patent-pending oyster reef construction element produced by Sandbar Oyster Company
Location Selection	Proposed locations were prioritized through collaboration with project partners; primarily UWF, PPBEP, and Sandbar Oyster Company
Permitting	PPBEP is primarily responsible for securing location approval and permitting with assistance from UWF and Sandbar Oyster Company
Installation	UWF will coordinate and assist with installation. Community Training Works will install the reefs. Dr. Niels Lindquist (Sandbar) will train CTW staff and oversee installation.
Monitoring (<i>pre and post</i>)	Monitoring will be conducted by UWF with assistance from PPBEP. Monitoring data will be used to evaluate the effectiveness of the reefs in improving water quality and the recruitment and survival of oysters.
Repair/Removal of Damage	In the case of any storm-related damage, UWF will be responsible for the repair or removal of reef structures.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00900

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Jared Moore

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JARED MOORE - DISTRICT 4

RECOMMENDATION:

That City Council approve funding of \$800 to Knowledge Ministries, Inc. doing business as the Golden Elite Track and Field Club and \$1,000 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Founded by Army Veteran Michael Etheredge in 2003, the Knowledge Ministries Inc. DBA Golden Elite Track and Field Club is more than just an organization - it's a community built on faith, fitness and the pursuit of excellence. Their mission is to ignite a passion for physical activity, integrity, and self-respect within our community by utilizing the dynamic platform of track and field. They are dedicated to educating our community about the significance of leading a vibrant, drug-free lifestyle while fostering respect for oneself and others. Through the thrilling world of track and field, they champion the causes of reducing childhood obesity, preventing heart disease and diabetes and advocating for abstinence. Funding will be used to provide scholarships for youth participants to offset the costs associated with their participation in this program.

Ecomfort is the outreach branch of the Epps Christian Center. The mission of Ecomfort, Inc. is to reach out to the hungry, homeless and hurting in the community. The primary goal of Ecomfort is to improve individual and families socioeconomic status. They plan to accomplish this goal by helping individuals increase their disposable income. Their soup kitchen programs receives and distributes over 60,000 pounds of food a month and gives away food to more than 7,000 people monthly. In 2018 they opened a resource center to help individuals receive

needed assistance with job applications, applying for assistance benefits and providing linkage services. Funding will be used towards the distribution of food for individuals and families.

PRIOR ACTION:

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

FUNDING:

Budget: \$ 9,304

10,700

\$20,004

Actual: \$ 800

1,000

\$ 1,800

FY 2023 District 4 Discretionary Funds Balance

FY 2024 District 4 Discretionary Funds

Knowledge Ministries, Inc. d/b/a Golden Elite Track and Field Club

Ecomfort, Inc.

FINANCIAL IMPACT:

A balance of \$9,304 is currently within the District 4 Discretionary Fund Account for FY 2023 and \$10,700 within the District 4 Discretionary Account for FY 2024 for a total balance of \$20,004. Upon approval by City Council, a balance of \$18,204 will remain in the District 4 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00901

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Council Vice President Casey Jones

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$1,000 to Ecomfort, Inc. at the Epps Christian Center 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.

Ecomfort is the outreach branch of the Epps Christian Center. The mission of Ecomfort, Inc. is to reach out to the hungry, homeless and hurting in the community. The primary goal of Ecomfort is to improve individual and families socioeconomic status. They plan to accomplish this goal by helping individuals increase their disposable income. Their soup kitchen programs receives and distributes over 60,000 pounds of food a month and gives away food to more than 7,000 people monthly. In 2018 they opened a resource center to help individuals receive needed assistance with job applications, applying for assistance benefits and providing linkage services. Funding will be used towards the distribution of food for individuals and families.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 7,067	FY 2023 District 3 Discretionary Funds Balance
	<u>10,700</u>	FY 2024 District 3 Discretionary Funds

	<u>\$17,767</u>	
Actual:	\$ 1,000	Ecomfort, Inc.

FINANCIAL IMPACT:

A balance of \$7,067 is currently within the District 3 Discretionary Fund Account for FY 2023 and \$10,700 within the District 3 Discretionary Account for FY 2024 for a total balance of \$17,767. Upon approval by City Council, a balance of \$16,767 will remain in the District 3 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00902

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Teniadé Broughton

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$1,000 to The Watson Family Foundation Thanksgiving Food Give Away, \$500 for the H.Y.P.E. Annual Turkey Drive, \$300 to First City Arts Alliance for the Pensacola Mural Fest, \$150 to the Veteran's Memorial Park Foundation and \$300 to the Escambia County Public School Foundation for Excellence for the Washington High School Girls Basketball program from the City Council Discretionary Funds for District 5.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Watson Family Foundation was created in 2016 with the opening of the Watson Firm, PLLC. Attorney Aaron Watson and his wife, Kimberly, were so moved by the community's support upon opening their law firm that they immediately began looking for meaningful ways to give back. The Watson Firm soon became known for its annual Thanksgiving Dinner Giveaway and its Backpack Giveaway. Guided by generational values, the Watsons believe in continuing their family legacy of faith-based outreach, community service and mentorship. The Watson Family Foundation's mission is to help bridge the gap that separates deserving families from the support needed to guide them toward leading thriving lives. Funding will be used towards their Annual Thanksgiving Dinner Giveaway.

H.Y.P.E. is a non-profit organization whose mission is to provide comprehensive and innovating programs that will serve the youth to envision and navigate a course for a rewarding future characterized by achievement, independent thought and social responsibility. One of those programs is their Annual Turkey Drive. The Annual Turkey Drive feeds many families that would not be able to afford Thanksgiving meals for their families. It also provides kids the

opportunity to help their community and teach them the importance of giving back and community service. Funding will be used towards the Annual Turkey Drive.

The Pensacola Mural Fest began in 2022 when a group of Pensacolians who are passionate about art and Pensacola came together and decided that Pensacola ought to celebrate the murals across our community and add to the City's collection. These people were supporters of the arts, the Pensacola Muralists and Tanyard Neighborhood residents, and when they came together, Pensacola Mural Fest (Formerly First City Mural Fest) was launched. In 2022, the group started with a one-day event at Emerald Republic Brewing Co. Eight local artists were selected and painted panels during the annual Foo Foo Fest. The experiment was so successful that in 2023 a number of businesses along the Barrancas corridor between Garden Street and Main Street offered their walls for full-scale murals. This year's mural fest will have artists painting starting November 4th with a community celebration the weekend of November 11th and 12th. Funding will go towards offsetting costs associated with this event.

The Veteran's Memorial Park is owned and controlled by the City of Pensacola. The Veteran's Memorial Park Foundation of Pensacola, Inc. provides stewardship of the park. As the Steward, they see to the care and maintenance of the park utilizing funding gathered exclusively through grants and donations. One of their fundraisers is the Annual Veterans Memorial Park Fundraising Dinner & Concert with Mac McAnally and will be held on Saturday, November 11, 2023. Funds raised during this event will be used for two major projects - the repair of the World War II Memorial and the Korean War Memorial. Funds will be used towards this fundraising event.

Established in 1986, the Escambia County Public Schools Foundation is recognized as the district-wide education foundation for public schools in Escambia County. They work collaboratively with school leaders to determine how and where private-sector investment and volunteer involvement can have the greatest impact on student success. Acting as the fiscal agent for the Washington High School Girls Basketball Program, the funds will be used to help offset costs associated with the basketball program.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 707	FY 2023 District 5 Discretionary Funds Balance
	<u>10,700</u>	FY 2024 District 5 Discretionary Funds
	<u>\$ 11,407</u>	
Actual:	\$ 1,000	The Watson Family Foundation
	500	H.Y.P.E.
	300	First City Arts Mural Festival

150	Veteran's Memorial Park Foundation
<u>300</u>	Escambia County Public Schools Foundation (WHS Girls Basketball)
\$ <u>2,250</u>	

FINANCIAL IMPACT:

A balance of \$707 is currently available within the District 5 Discretionary fund Account for FY 2023 and \$10,700 within the District 5 Discretionary Fund Account for FY 2024 for a total balance of \$11,407. Upon approval by City Council, a balance of \$9,157 will remain in the District 5 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00903

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Allison Patton

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$500 to The Watson Family Foundation Thanksgiving Food Give Away from the City Council discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Watson Family Foundation was created in 2016 with the opening of the Watson Firm, PLLC. Attorney Aaron Watson and his wife, Kimberly, were so moved by the community's support upon opening their law firm that they immediately began looking for meaningful ways to give back. The Watson Firm soon became known for its annual Thanksgiving Dinner Giveaway and its Backpack Giveaway. Guided by generational values, the Watsons believe in continuing their family legacy of faith-based outreach, community service and mentorship. The Watson Family Foundation's mission is to help bridge the gap that separates deserving families from the support needed to guide them toward leading thriving lives. Funding will be used towards their Annual Thanksgiving Dinner Giveaway.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 10,200	FY 2023 District 6 Discretionary Funds Balance
	<u>10,700</u>	FY 2024 District 6 Discretionary Funds
	<u>\$ 20,900</u>	
Actual:	\$ 500	The Watson Family Foundation

FINANCIAL IMPACT:

A balance of \$10,200 is currently available within the District 6 Discretionary Fund Account for FY 2023 and \$10,700 within the District 6 Discretionary Fund Account for FY 2024 for a total balance of \$20,900. Upon approval by City Council, a balance of \$20,400 will remain in the District 6 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00924

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Charles Bare

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

RECOMMENDATION:

That City Council approve funding of \$1,000 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 2.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Ecomfort is the outreach branch of the Epps Christian Center. The mission of Ecomfort, Inc. is to reach out to the hungry, homeless and hurting in the community. The primary goal of Ecomfort is to improve individual and families socioeconomic status. They plan to accomplish this goal by helping individuals increase their disposable income. Their soup kitchen program receives and distributes over 60,000 pounds of food a month and gives away food to more than 7,000 people monthly. In 2018, they opened a resource center to help individuals receive needed assistance with job applications, applying for assistance benefits and providing linkage services. Funding will be used towards the distribution of food for individuals and families.

PRIOR ACTION:

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

FUNDING:

Budget: \$ 9,677 FY 2023 District 2 Discretionary Fund Balance

10,700 FY 2024 District 2 Discretionary Funds

\$ 20,377

Actual: \$ 1,000 Ecomfort Inc.

FINANCIAL IMPACT:

A balance of \$9,677 is currently within the District 2 Discretionary Fund Account for FY 2023 and \$10,700 within the District 2 Discretionary Fund Account for FY 2024 for a total balance of \$20,377. Upon approval by City Council, a balance of \$19,377 will remain in the District 2 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00909

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

CITY COUNCIL CONSENT TO THE MAYOR'S APPOINTMENT OF BENJAMIN HEISTEIN AS
PARKS AND RECREATION DIRECTOR

RECOMMENDATION:

That City Council consent to the Mayor's appointment of Benjamin Heistein as Parks and Recreation Director effective November 13, 2023.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola began the search for its next Parks and Recreation Director in July. The position was advertised for four weeks on the City's website and through the Florida League of Cities, National League of Cities, Florida Recreation & Park Association, and National Recreation & Park Association.

Of 99 total applicants, 82 were deemed by the City's Human Resources Department to have met the minimum qualifications for the position. The application packages and resumes of all 82 qualified applicants were reviewed and 13 applicants were identified to move on to virtual interviews. Following virtual interviews, four finalists were identified and scheduled for in-person interviews. During this time, one candidate withdrew from consideration due to a family medical issue, but the three remaining candidates proceeded through the interview process. Upon completion of interviews, Mr. Benjamin (Ben) Heistein rose to the top as the selection of the interview panel and Mayor Reeves.

Per Section 4.01 (a) (7) of the City Charter, the Mayor's appointment of Mr. Heistein requires City Council consent. Mr. Heistein's resume is attached for further information and he will be in attendance at the City Council meeting to answer any relevant questions members of Council may have.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Funding for this position at the Department Director pay level is budgeted and appropriated within the Parks & Recreation Department Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator

ATTACHMENTS:

1. Benjamin Heistein Resume

PRESENTATION: No

Benjamin Markus Heistein

210 Hedgewood Dr. Waxahachie, TX 75165 (831) 421-2905 benheistein@gmail.com
<https://www.linkedin.com/in/ben-heistein-400815104>

OBJECTIVE

An executive management position in municipal parks.

SUMMARY OF QUALIFICATIONS

15 years of total managerial experience in parks, urban forestry, landscape management, and the nursery trade. Experience in executive leadership, public administration, and managerial oversight of parks and right-of-way maintenance, park development, park master planning, capital planning, construction projects, community engagement, urban forestry, nurseries, human resources, policies, contracts, budgets, and grants. Holds ISA Certified Arborist and CPRP credentials.

- Proven ability to handle positions of immense responsibility, prioritize assignments to meet deadlines & budgets, accomplish goals and produce desired outcomes; keeps organized records.
- Experience coordinating park operations, capital projects, and interacting with staff, workers, contractors, regulatory officials, and the public; ability to lead planning initiatives and meetings.
- Deeply knowledgeable about parks and landscape care; able to inspect sites, identify needs, and coordinate/prioritize maintenance work in concert with best practices and applicable constraints.
- Accomplished in plant nursery production, integrated pest management, and tree care; extensive horticultural knowledge of a wide range of flora including common trees, shrubs, and other plants.
- Skilled project developer and grant writer; recently obtained a \$1.35M urban greening grant, a \$700k urban forestry grant, and routinely leads/collaborates on numerous federal/state funded inter-departmental and inter-agency initiatives including the steering of project implementation.
- Co-manages a ~\$38M budget, 397 parks, 158mi. of trails, totaling 20,118 acres of parkland.

EMPLOYMENT HISTORY

Superintendent - Parks

March 2023 - present

Manager, Parks

July 2021 – Feb 2023

City of Dallas, Dallas, TX

- Performs complex management, oversight, and training for the daily operations of four Park Maintenance Service Districts that include over 200 parks and 160 total employees; provides oversight over operating budget, contracts, procurement, and assets; establishes short- to long-term goals, objectives, and priorities; develops guidelines, procedures, rules, and standards.
- Plans, assigns, supervises, and evaluates the work of others; coordinates large maintenance and capital projects; evaluates program activities; manages opportunities to improve service delivery.
- Collaborates with other departments and external partners, communicates with the public and elected officials; gives presentations to Park Board, City Council; organizes special committees.
- Creates and negotiates budget bids, maintenance and development agreements, and ordinances.

Assistant Parks & Community Services Director

2018 - 2021

Parks Superintendent

2015 - 2018

City of Watsonville, Watsonville, CA

- Planned, organized, directed, coordinated, and evaluated the development, construction, and maintenance of the City park system and public grounds; prepared the dept. operations and capital improvement budgets; administrated and prepared contracts, MOUs, and use agreements; supervised and formally evaluated the work of others; directed the city's street tree program.
- Oversaw the day-to-day operations of the parks division; developed and maintained maintenance standards; managed department assets and inventories; coordinated park operations and work orders with the recreation division and other departments; communicated with City executives.
- Managed numerous small and large capital projects; prepared scopes of work and bid packages; wrote grants; prepared CEQA and NEPA environmental compliance documents; acquired needed sources of funding and resources for operations and personnel; collaborated with and delegated work to planners, engineers, landscape architects, consultants, inspectors, and contractors.
- Met with community groups and served as a City representative on committees; prepared staff reports and gave presentations to the Parks & Recreation Commission and City Council; prepared components of the park master plan; maintained effective relationships with community members.

Benjamin Markus Heistein

210 Hedgewood Dr. Waxahachie, TX 75165 (831) 421-2905 benheistein@gmail.com
<https://www.linkedin.com/in/ben-heistein-400815104>

Program Director & Nursery Manager/Arborist

2011-2015

Our City Forest, San Jose, CA

- Oversaw production and administration of urban forestry and landscaping services to the community; provided technical expertise and training to staff arborists and field staff; managed capital projects, park site development, field operations, personnel, budgets, and fundraising.
- Planned, oversaw, and directed all nursery production, sales, grounds maintenance, facilities maintenance, landscaping, and construction; participated in strategy/planning meetings with key managerial staff; generated weekly and monthly financial, inventory, and statistical reports; gave regular tours, presentations, and collaborated on projects with local gov't and agency groups.
- Conducted tree health and planting site assessments for local residents and schools; provided species recommendations, coordinated permitting, specs, and special projects with City Arborist.

Production & Sales Manager

2007- 2010

Royal Oaks Nursery, Watsonville, CA

- Responsible for all aspects of running the business, marketing, sales, backend office support, website updates, managing employees, and customer service; managed growing contracts with landscapers, nurseries, restoration groups, gov't officials, municipalities, and retail customers.
- Managed plant production schedule & contract grows; acquired new customers and expanded business due to expertise in California native plants and prior relations with restoration groups.
- Held monthly/quarterly meetings with the owners; compiled and presented business reports; used limited resources to constantly streamline the operating budget and improve the business.
- Stewarded the surrounding 20 acres of land consisting of native oak stands, riparian corridors, and meadows; used 4WD tractor and power tools to build & maintain hedgerows, firebreaks, etc.

EDUCATION, SKILLS, & CERTIFICATIONS

Bachelor of Arts, Philosophy *University of California – Santa Cruz*

2007

Additional Education and Licenses:

- *Cabrillo College – Aptos, CA* Coursework: Basic Horticulture, Plant Propagation, Landscape Design, Irrigation Systems & Design, Business Aspects of Hort., Arboriculture. (45 qtr. units, 2008-2010)
- ISA Certified Arborist, International Society of Arboriculture (2012 - present)
- Qualified Applicator Certificate, Landscape Maintenance (QAC-B), (2012 – present)
- Responsible Managing Employee (RME), Landscape Contractor (C-27) (2015-2017)

Computer Skills:

- Proficient in MS Word, Excel, PowerPoint, asset/inventory management and gov't finance programs such as GIS, City Works, AMS, RecTrac, Legistar, and Munis/Tyler; basic image editing, proficiency with HTML, web page design/editing, social media; general communications and office equipment.

Marketing Skills:

- Copywriting, web & email marketing, search engine optimization, community surveys, direct mail campaigns, print ad design, brochure and newsletter design, signage, and merchandising.

Other Special and/ or Technical Skills:

- Working knowledge of carpentry, construction, reading plans & specifications, irrigation, tree pruning cycles, trail work, erosion control, storm-water BMP compliance, building maintenance, street/sidewalk/parking lot maintenance, traffic safety, fleet management, and OSHA regulations.
- Knowledge of public utility infrastructure, water distribution systems, solid waste management, municipal yard operation, natural resource management, and the principles of community policing.
- Proficient with electric/gas-powered tools such as drills, chainsaws, trenchers, jackhammers, weed whackers, mowers, edgers, blowers, and other small equipment operation and maintenance.
- Skilled in operation of tractors, excavators, skid-steers, <26,000lb work trucks, trailering, ATVs, manual transmissions; holds valid Class-C Texas Driver's License with a safe driving record.
- Physically capable and lots of experience working outside in adverse weather conditions, responding to emergencies, serving as declared disaster worker, setting up Emergency Operations Center (EOC) Care & Shelter components, seeking FEMA reimbursement; CPR/first-aid certified.
- Skilled in ag & non-ag pesticide application, pesticide safety, and applicable laws and regulations.
- Outdoor enthusiast; proven ability to enhance and connect people to community greenspaces.

ADDITIONAL REFERENCES AND PROFESSIONAL RECCOMENDATIONS AVAILABLE UPON REQUEST



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00910

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

STATE OF FLORIDA DEPARTMENT OF COMMERCE GRANT AGREEMENT NO. HL251 -
VETERAN'S MEMORIAL PARK RESTROOM AND EDUCATIONAL CENTER

RECOMMENDATION:

That City Council approve Grant Agreement HL251 in the amount of \$750,000 for construction services for the restroom and educational center at Veteran's Memorial Park. Further, that City Council authorize the Mayor, or his designee to take all necessary actions to accept and execute the grant contract.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola was successful in obtaining funding through the General Appropriations Act in the amount of 750,000 to be used exclusively in designing and construction of a 1,750-foot, single story ADA compliant facility located at the Veteran's Memorial Park in the City of Pensacola which will house a ADA compliant restroom, educational/archival center, and a storage area that is capable of accommodate daily visitors in an attempt to enhance to experience and overall visitor rate of the Veteran's Memorial Park .

PRIOR ACTION:

None

FUNDING:

Budget: \$ 750,000 - Appropriation Funding

Actual: \$ 750,000 - Project Cost (funded 100% through Appropriation Funding)

FINANCIAL IMPACT:

This project is set to be completely funded by the appropriation funding and as such, no

financial impact is expected to be had by the City of Pensacola.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
David Forte, Deputy City Administrator
William Boyer, Grants and Special Projects Coordinator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Agreement_HL251

PRESENTATION: No

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT NUMBER HL251 (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the City of Pensacola (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2023 (the “Effective Date”) and shall continue until the earlier to occur of (a): June 30, 2025 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

This Agreement is a cost reimbursement Agreement. Commerce shall pay Grantee up to Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) in consideration for Grantee’s performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds.

Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or

debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.
4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic

storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee

and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

- 5. Force Majeure and Notice of Delay from Force Majeure.** Neither Party 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 the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar 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) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds

that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any

applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach

of security” or “breach” means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee’s obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university’s action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce’s electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce

Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the

real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of

all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other

provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to 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, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the

State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce 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; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce 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. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
4. The State and Commerce may, in addition to other remedies available to them at law or 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 them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:

City of Pensacola
222 W. Main Street
Pensacola, FL. 32502
Phone: (850) 435-1822
kboyer@cityofpensacola.com

Grantee's Agreement Manager:

William K Boyer
222 W. Main Street
Pensacola, FL. 32502
Phone: (850) 435-1822
kboyer@cityofpensacola.com

Commerce's Agreement Manager:

Mr. Darcy Etienne
107 East Madison Street, MSC B47
Tallahassee, FL. 32399
Phone: (850) 245-7445
Fax: (850) 245-7470
Darcy.Etienne@commerce.fl.gov

Commerce's Secondary Agreement Manager:

Beth Frost
107 East Madison Street, MSC B47
Tallahassee, FL. 32399
Phone: (850) 245-7474
Fax: (850) 245-7470
Beth.Frost@commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Remainder of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

**FLORIDA DEPARTMENT OF
COMMERCE**

CITY OF PENSACOLA

By _____
Signature
J. Alex Kelly

Title **Secretary**

Date _____

By _____
Signature
D.C. Reeves

Title **Mayor**

Date _____

Approved as to form and legal sufficiency, subject only
to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____
Approved Date: _____

ATTACHMENT 1
SCOPE OF WORK

A. **PROJECT DESCRIPTION:** The 2023-2024 General Appropriations Act: line 2341A. appropriated Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) to the City of Pensacola (“Grantee”) for the construction of a permanent facility at Veterans Memorial Park that will house restrooms, an education/archival center, and a storage area to accommodate visitors.

B. **GRANTEE RESPONSIBILITIES:** Grantee shall complete the following:

- 1. Grantee shall complete design plans for constructing a 1,750 square foot, single story, American with Disabilities Act accessible facility housing restrooms, an education/archival center, and a storage area. A copy of the final plans will be submitted to Commerce’s Agreement Manager prior to submission of the first invoice package.
- 2. Complete the construction of the 1,750 square foot Veterans Memorial Park Restroom and Educational Center in accordance with design plans.

C. **COMMERCE’S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.

D. **DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable: Construction		
Tasks	Minimum Level of Service	Financial Consequences
Complete tasks in accordance with Section B of this Scope of Work.	Grantee may request reimbursement upon completion of construction in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%, and shall be evidenced by submission of the following: 1. AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete. 2. Photographs of the project in progress and at completion; and 3. Invoice package in accordance with Section F of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment. Commerce shall withhold 10% of the total Agreement amount (\$75,000.00) until Grantee provides proof to Commerce and Commerce accepts that the Project is 100% complete.
		Deliverable - \$750,000.00
TOTAL AWARD NOT TO EXCEED: \$750,000.00		

E. REPORTING:

1. **Quarterly:** Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. **Minority and Service-Disabled Veteran Business Enterprise Report:** Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. **Close-out Report:** No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. **Annual Report:** The Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide no more than one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall

submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;
 - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
 - d. Before and after photographs of the completed work;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the cancelled check(s) specific to the project; and
 - g. A copy of the bank statement that includes the cancelled check.
3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2023, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement,

and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce 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 Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), 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 Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce 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 Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

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.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this 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 §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:
 - a. Commerce at each of the following addresses:

Electronic copies (preferred): Audit@commerce.fl.gov	or	Paper (hard copy): Florida Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126
--	----	--
 - b. The Auditor General's Office at the following address:

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

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.
3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@commerce.fl.gov

or Paper (hard copy):
Florida Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project

STATE AWARDING AGENCY: FLORIDA DEPARTMENT COMMERCE

CSFA NUMBER: 40.038

CSFA TITLE: HOUSING AND COMMUNITY DEVELOPMENT

TOTAL STATE AWARD AMOUNT: \$750,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. *ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.*

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- Remainder of Page Intentionally Left Blank -

Attachment 3**AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative_____
Date_____
Printed Name of Authorized Representative_____
Title of Authorized Representative

ATTACHMENT 4 - DEPARTMENT OF COMMERCE
Office of Procurement
CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount

\$0.00

MBE Participation Amount:

\$0.00

MBE Percentage

DV Participation Amount:

\$0.00

DV Percentage

Contract Vendor Invoice #

0

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women

** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00908

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-83 - STATE OF FLORIDA COMMERCE GRANT NO. HL251 VETERAN'S MEMORIAL PARK RESTROOM AND EDUCATIONAL CENTER

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No: 2023-83

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola was successful in obtaining funding through the General Appropriations Act in the amount of \$750,000 to be used exclusively in designing and construction of a 1,750-foot, single story ADA compliant facility located at the Veteran's Memorial Park in the City of Pensacola which will house a ADA compliant restroom, educational/archival center, and a storage area that is capable of accommodate daily visitors in an attempt to enhance to experience and overall visitor rate of the Veteran's Memorial Park.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 750,000 - Appropriation Funding

Actual: \$ 750,000 - Project Cost (funded 100% through Appropriation Funding)

FINANCIAL IMPACT:

This project is set to be completely funded by the appropriation funding and as such, no financial impact is expected to be had by the City of Pensacola.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
David Forte, Deputy City Administrator
William Boyer, Grants and Special Projects Coordinator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2023-83
2. Supplemental Budget Explanation No. 2023-83
3. Agreement_HL251

PRESENTATION: No

**RESOLUTION
NO. 2023-83**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	9,924,140
Amended		
To Read:	Federal Grants	10,674,140
As Reads	Capital Outlay	9,100,032
Amended		
To Read:	Capital Outlay	9,850,032

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

NOVEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - STATE OF FLORIDA COMMERCE GRANT NO. HL251 VETERAN'S MEMORIAL PARK - RES NO. 2023-83

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	750,000	Increase appropriation for Federal Grants - State of FL Commerce Grant NO. HL251 Veteran's Memorial Park
Total Revenues	<u>750,000</u>	
Appropriations		
Capital Outlay	750,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>750,000</u>	

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT NUMBER HL251 (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the City of Pensacola (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2023 (the “Effective Date”) and shall continue until the earlier to occur of (a): June 30, 2025 (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

This Agreement is a cost reimbursement Agreement. Commerce shall pay Grantee up to Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) in consideration for Grantee’s performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds.

Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or

debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.
4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic

storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee

and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

- 5. Force Majeure and Notice of Delay from Force Majeure.** Neither Party 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 the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar 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) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds

that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any

applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach

of security” or “breach” means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee’s obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university’s action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce’s electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce

Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the

real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of

all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other

provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to 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, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the

State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce 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; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce 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. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
4. The State and Commerce may, in addition to other remedies available to them at law or 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 them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:

City of Pensacola
222 W. Main Street
Pensacola, FL. 32502
Phone: (850) 435-1822
kboyer@cityofpensacola.com

Grantee's Agreement Manager:

William K Boyer
222 W. Main Street
Pensacola, FL. 32502
Phone: (850) 435-1822
kboyer@cityofpensacola.com

Commerce's Agreement Manager:

Mr. Darcy Etienne
107 East Madison Street, MSC B47
Tallahassee, FL. 32399
Phone: (850) 245-7445
Fax: (850) 245-7470
Darcy.Etienne@commerce.fl.gov

Commerce's Secondary Agreement Manager:

Beth Frost
107 East Madison Street, MSC B47
Tallahassee, FL. 32399
Phone: (850) 245-7474
Fax: (850) 245-7470
Beth.Frost@commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Remainder of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

**FLORIDA DEPARTMENT OF
COMMERCE**

CITY OF PENSACOLA

By _____
Signature
J. Alex Kelly

Title **Secretary**

Date _____

By _____
Signature
D.C. Reeves

Title **Mayor**

Date _____

Approved as to form and legal sufficiency, subject only
to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

ATTACHMENT 1
SCOPE OF WORK

A. **PROJECT DESCRIPTION:** The 2023-2024 General Appropriations Act: line 2341A. appropriated Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) to the City of Pensacola (“Grantee”) for the construction of a permanent facility at Veterans Memorial Park that will house restrooms, an education/archival center, and a storage area to accommodate visitors.

B. **GRANTEE RESPONSIBILITIES:** Grantee shall complete the following:

- 1. Grantee shall complete design plans for constructing a 1,750 square foot, single story, American with Disabilities Act accessible facility housing restrooms, an education/archival center, and a storage area. A copy of the final plans will be submitted to Commerce’s Agreement Manager prior to submission of the first invoice package.
- 2. Complete the construction of the 1,750 square foot Veterans Memorial Park Restroom and Educational Center in accordance with design plans.

C. **COMMERCE’S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.

D. **DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable: Construction		
Tasks	Minimum Level of Service	Financial Consequences
Complete tasks in accordance with Section B of this Scope of Work.	Grantee may request reimbursement upon completion of construction in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%, and shall be evidenced by submission of the following: 1. AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete. 2. Photographs of the project in progress and at completion; and 3. Invoice package in accordance with Section F of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment. Commerce shall withhold 10% of the total Agreement amount (\$75,000.00) until Grantee provides proof to Commerce and Commerce accepts that the Project is 100% complete.
		Deliverable - \$750,000.00
TOTAL AWARD NOT TO EXCEED: \$750,000.00		

E. REPORTING:

1. **Quarterly:** Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. **Minority and Service-Disabled Veteran Business Enterprise Report:** Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. **Close-out Report:** No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. **Annual Report:** The Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide no more than one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall

submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;
 - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
 - d. Before and after photographs of the completed work;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the cancelled check(s) specific to the project; and
 - g. A copy of the bank statement that includes the cancelled check.
3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2023, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement,

and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce 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 Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), 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 Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce 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 Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

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.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this 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 §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:
 - a. Commerce at each of the following addresses:

Electronic copies (preferred): Audit@commerce.fl.gov	or	Paper (hard copy): Florida Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126
--	----	--
 - b. The Auditor General's Office at the following address:

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

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.
3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@commerce.fl.gov

or Paper (hard copy):
Florida Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project

STATE AWARDING AGENCY: FLORIDA DEPARTMENT COMMERCE

CSFA NUMBER: 40.038

CSFA TITLE: HOUSING AND COMMUNITY DEVELOPMENT

TOTAL STATE AWARD AMOUNT: \$750,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. *ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.*

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- Remainder of Page Intentionally Left Blank -

Attachment 3**AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative_____
Date_____
Printed Name of Authorized Representative_____
Title of Authorized Representative

ATTACHMENT 4 - DEPARTMENT OF COMMERCE
Office of Procurement
CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount

\$0.00

MBE Participation Amount:

\$0.00

MBE Percentage

DV Participation Amount:

\$0.00

DV Percentage

Contract Vendor Invoice #

0

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women

** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00913

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

FY2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM:
LOCAL SOLICITATION

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the FY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation, between the City of Pensacola and the U.S. Department of Justice, Office of Justice Programs in the amount of \$32,867.00 upon award of grant. Further, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

That Pensacola Police Department (PPD) will be submitting a grant application to the U.S. Department of Justice, Bureau of Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula (Local Solicitation) to purchase rifle sights/optics, magnifiers, mounts, and bolts for the PPD SWAT team.

The PPD SWAT officers respond to high-risk and critical incidents which can vary from barricaded suspects, hostage and rescue situations, dignitary protections, and high-risk search warrants.

The PPD has 16 officers on the SWAT team, and the current rifle sights and mounts are six years old. Consistent usage has taken its toll on the equipment and continues to experience breaking due to wear and tear and the need for replacement. At present, three SWAT sights have cracked glass lenses.

SWAT officers do not currently have bolts which will be used in training to allow officers to conduct realistic training by utilizing semination rounds turning rifles into training rifles allowing realistic scenario-based training.

The JAG Program blends the previous Byrne Formula and Local Law Enforcement Block

Grant (LLEGB) Programs (under Title XI-Department of Justice Reauthorization) to provide agencies with the flexibility to prioritize and place justice funds where they are most needed. The JAG Program provides states, tribes, and local governments funding to support a broad range of activities to prevent and control crime based upon local needs and conditions. Matching funds are not required under the JAG Program.

Among the grant requirements are that the Pensacola Police Department notify City Council of its intended use of the grant to allow citizens an opportunity to comment prior to the application submission.

PRIOR ACTION:**FUNDING:**

Budget:	\$32,867.00	
Actual:	\$11,612.16	(18 Eotech sight optics single CR @ \$645.12 each)
	\$9,051.80	(18 Eotech G33 waterproof magnifiers @ \$502.88 each)
	\$4,505.00	(17 magnifier mounts @ \$265.00 each)
	\$1,680.00	(16 optic riser mounts @ \$105.00 each)
	<u>\$5,888.00</u>	(16 M16/AR15 conversion kit-bolts @ 368.00 each)
	\$32,737.00	TOTAL

FINANCIAL IMPACT:

The estimated grant award for the FY23 Edward Byrne Memorial Justice Assistance (JAG) Program Local Solicitation is \$32,867.00, based on the 2023 Florida Local JAG Allocations.

Projects to be funded from this grant award do not require a local match. Approval of the supplemental budget resolution will appropriate funding for this grant. The overage funding in the amount of \$130.00 will be returned to the DOJ Justice Grants administration.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/12/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. PPD Grant Application No. 13949916
2. PPD Narrative for Grant#13949916

3. Budget Narrative for Grant# 13949916
4. Award Letter -Grant#13949916
5. Supplemental Budget Resolution No. 2023-80
6. Supplemental Budget Explanation No. 2023-80

PRESENTATION: No

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

08/02/2023

4. Applicant Identifier:

City of Pensacola

5a. Federal Entity Identifier:

UBMRAF87HQFS

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

FL

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Pensacola

* b. Employer/Taxpayer Identification Number (EIN/TIN):

59-6000406

* c. UEI:

UBMRAF87HQF5

d. Address:

* Street1:

222 W. Main St.

Street2:

* City:

Pensacola

County/Parish:

FL

* State:

FL: Florida

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

32502-5743

e. Organizational Unit:

Department Name:

Pensacola Police Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Cindy

Middle Name:

* Last Name:

West

Suffix:

Title:

Accreditation and Grant Compliance Specialist

Organizational Affiliation:

Pensacola Police Department

* Telephone Number:

8504351932

Fax Number:

* Email:

Cewest@cityofpensacola.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

* 12. Funding Opportunity Number:

0-BJA-2023-171790

* Title:

BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

13. Competition Identification Number:

C-BJA-2023-00105-PROD

Title:

Category 2-Applicants with eligible allocation amounts of \$25,000 or more

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

This grant will be used to purchase sights, magnifiers, bolts, and mounts for SWAT rifles.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	32,867.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	32,867.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

O-BJA-2023-171790
GRANT 13949916
PENSACOLA POLICE DEPARTMENT
SWAT SIGHTS, MAGNIFIERS, MOUNTS AND BOLTS

SWAT operators are required to use their rifles efficiently and with a demanding level of precision, under stress and occasionally from unconventional shooting positions or while wearing cumbersome gear plus body armor and gas masks.

They also must be effective in using their rifles at a variety of ranges depending upon the specific mission or threat. The only way for SWAT operators to be able to use their rifles to the level required is to equip the rifles with a dependable optical sighting system that meets demands of the member's mission.

The Pensacola Police Department's SWAT team is no exception. Its members respond to high-risk and critical incidents, which can vary from barricaded suspects to hostage and rescue situations, dignitary protection, and high-risk search warrants, among others.

During incidents, SWAT operators are required to make split-second decisions which may require an officer to use lethal force. This is where rifle sights come into play, as they provide an accurate sight picture of a threat.

The Pensacola Police Department has 16 officers on its SWAT team, and the current rifle sights and mounts are about six years old. Regular usage has taken its toll on the sights and mounts in various ways. Breaching tools have brushed against the sights/mounts while officers penetrated doors. They also have been damaged while officers were jumping over and crawling under obstacles, restraining combative subjects, during training, or otherwise responding to incidents.

One of the side effects of this wear and tear has been that many of the sights/optics no longer stay on rifles. Approximately 10 of the sights have fallen off rifles within the past year while being used on SWAT calls, and more over the past few years as the sights have reached their end-of-life expectancy.

At present, three of the SWAT sights have cracked glass lenses, two have red dots that are no longer functioning, and just this year, there have been up to 10 times the current sights have fallen off rifles during call outs, rendering a rifle and affected SWAT operator useless as the operator can no longer make an accurate shot if necessary. Once a sight falls off, officers cannot just put it back onto a rifle; they must go to the firing range and sight the rifle back into proper alignment.

Reliability of new sights/optics provides a larger and clearer sight picture for officers as they are specifically designed to attach to the mount of the rifle. Because of the extreme nature of SWAT operators, there is the potential of a rifle bumping into various objects or when taking a subject into custody. Having appropriate equipment would allow sights to stay on rifle and keep the sights aligned.

New holographic sights/optics will have a large window that can increase situational awareness and ability to see a target when looking through the sight. They also will provide ability to maintain visual focus on a target, precise aiming point for users and compatibility with night vision devices.

Optic risers/sights will provide secure and reliable attachment of sights to rifles while elevating the sight to a height that makes the sight easy to use while wearing gas masks. One side benefit is they will reduce muscle fatigue when operators must remain in position for long periods of time.

The department's SWAT team does not currently have magnifiers on its rifles. Having them would allow SWAT operators to locate and accurately discharge a firearm at a threat, which must be done without causing great bodily harm to members of the public, victims or other team members. They also would mean officers would be able to accurately make a 100-yard shot which makes a difference if responding to an active shooter at a public venue or with dignitary protection.

The sights and magnifiers will work together. Magnifiers will allow SWAT operators to use new sights more precisely, identify targets at a greater distance and engage targets at a distance with improved accuracy.

The new mounts will provide secure and reliable attachments for magnifiers and will elevate magnifiers to correct heights for usage. Mounts also will collapse magnifiers out of the way of getting snagged when not in use. Or they can be completely removed from rifles when not required on an incident.

SWAT members also do not currently have bolts, which will be used in training to allow officers to conduct realistic training by utilizing simunition rounds, turning rifles into training rifles and thus allow realistic scenario-based training. As a result, SWAT operators could train with their duty rifle and become proficient in rifle mechanics.

Total cost for the new equipment is: \$32,737.00.

Having the new equipment will improve the likelihood of eliminating a threat and restoring safety to the public through improved optics that allow a larger sight picture for SWAT operators and improve their ability to see things at a further distance.

SWAT operators will log installation dates for new sights, magnifiers and bolts and note whether any of the sights fall off during call outs/training. In addition, they will be asked to log usage of bolts during training. This information will be included in performance measures.

PENSACOLA POLICE DEPARTMENT
BUDGET FOR SWAT SIGHTS, MAGNIFIERS, MOUNTS AND BOLTS
O-BJA-2023-171790
GRANT 13949916

18 Eotech optic single CR 123 battery operated with 65 MOA @ \$645.12 each =		\$11,612.16
18 Eotech G33 black waterproof magnifiers to 35f @ \$502.88	=	\$ 9,051.84
17 magnifier mounts @ \$265 each	=	\$ 4,505.00
16 optic riser mounts @ \$105	=	\$ 1,680.00
16 M16/AR15 conversion kit – bolts and 1 magazine @ \$368 each =		\$ 5,888.00
		\$32,737.00

Holly Ramsey

From: Holly Ramsey
Sent: Monday, October 9, 2023 12:40 PM
To: Holly Ramsey
Subject: FW: DOJ Justice Grants System - Award Number 15PBJA-23-GG-03266-JAGX Notification

From: Default <do-not-reply@ojp.usdoj.gov>
Sent: Tuesday, September 26, 2023 8:13 PM
To: Kevin Boyer <KBoyer@cityofpensacola.com>; Kerrith Fiddler <KFiddler@cityofpensacola.com>; Cindy West <CEWest@cityofpensacola.com>
Subject: [EXTERNAL] DOJ Justice Grants System - Award Number 15PBJA-23-GG-03266-JAGX Notification

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT



JUSTgrants
JUSTICE GRANTS SYSTEM

Congratulations! Application GRANT13949916 submitted under the 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation has been selected for an award. Please log into Justice Grants System (JustGrants) at <https://justgrants.usdoj.gov> to see award details.

For assistance logging into JustGrants, contact JustGrants.Support@usdoj.gov or 833-872-5175.

Prior to the Authorized Representative accepting the award, the Entity Administrator needs to assign a Financial Manager (responsible for submitting the Federal Financial Form), a Grant Award Administrator (responsible for submitting Grant Award Modifications, Performance Reports and Closeouts) and an Alternate Grant Award Administrator (responsible for submitting Grant Award Modifications) to the award.

To be eligible for payment, follow the Automated Standard Application for Payments (ASAP) recipient enrollment and login guidance at the JustGrants Website www.justicegrants.usdoj.gov. Please do not reply to this message. You can contact your grant manager Tarasa Napolitano at 202-598-7372 and Tarasa.Napolitano@usdoj.gov

**RESOLUTION
NO. 2023-80**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	9,891,273
Amended		
To Read:	Federal Grants	9,924,140
As Reads	Operating Expenses	3,259,034
Amended		
To Read:	Operating Expenses	3,291,901

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

NOVEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - FY23 BJA (JAG) PROGRAM- LOCAL SOLICITATION - RES NO. 2023-80

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	32,867	Increase appropriation for Federal Grants - JAG Grant: Local Solicitation
Total Revenues	<u>32,867</u>	
Appropriations		
Operating Expenses	32,867	Increase appropriation for Operating Expenses
Total Appropriations	<u>32,867</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00912

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-80 - FY2023 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-80.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

That Pensacola Police Department (PPD) will be submitting a grant application to the U.S.
Department of Justice, Bureau of Assistance, under the Edward Byrne Memorial Justice
Assistance Grant (JAG) Formula (Local Solicitation) to purchase rifle sights/optics, magnifiers,
mounts, and bolts for the PPD SWAT team.

The PPD SWAT officers respond to high-risk and critical incidents which can vary from
barricaded suspects, hostage and rescue situations, dignitary protections, and high-risk search
warrants.

The PPD has 16 officers on the SWAT team, and the current rifle sights and mounts are six
years old. Consistent usage has taken its toll on the equipment and continues to experience
breaking due to wear and tear and the need for replacement. At present, three SWAT sights
have cracked glass lenses.

SWAT officers do not currently have bolts which will be used in training to allow officers to
conduct realistic training by utilizing semination rounds turning rifles into training rifles allowing
realistic scenario-based training.

The JAG Program blends the previous Byrne Formula and Local Law Enforcement Block

Grant (LLEGB) Programs (under Title XI-Department of Justice Reauthorization) to provide agencies with the flexibility to prioritize and place justice funds where the are most needed.

The JAG Program provides states, tribes, and local governments funding to support a broad range of activities to prevent and control crime based upon local needs and conditions.

Matching funds are not required under the JAG Program.

Among the grant requirements are that the Pensacola Police Department notify City Council of its intended use of the grant to allow citizens an opportunity to comment prior to the application submission.

PRIOR ACTION:

FUNDING:

Budget: \$32,867.00

Actual:	\$11,612.16	(18 Eotech sight optics single CR @ \$645.12 each)
	\$9,051.84	(18 Eotech G33 waterproof magnifiers @ \$502.88 each)
	\$4,505.00	(17 magnifier mounts @ \$265.00 each)
	\$1,680.00	(16 optic riser mounts @ \$105.00 each)
	\$5,888.00	(16 M16/AR15 conversion kit-bolts @ \$368.00 each)
	\$32,737.00	TOTAL

FINANCIAL IMPACT:

The estimated grant award for the FY2023 Edward Byrne Memorial Justice Assistance (JAG) Program Local Solicitation is \$32,867.00, based on the 2023 Florida Local JAG Allocations.

Projects to be funded from this grant award do not require a local match. Approval of the supplemental budget resolution will appropriate funding for this grant. The overage funding in the amount of \$130.00 will be returned to the DOJ Justice Grants administration.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/12/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2023-80
2. Supplemental Budget Explanation No. 2023-80

PRESENTATION: No

**RESOLUTION
NO. 2023-80**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	9,891,273
Amended		
To Read:	Federal Grants	9,924,140
As Reads	Operating Expenses	3,259,034
Amended		
To Read:	Operating Expenses	3,291,901

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

NOVEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - FY23 BJA (JAG) PROGRAM- LOCAL SOLICITATION - RES NO. 2023-80

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	32,867	Increase appropriation for Federal Grants - JAG Grant: Local Solicitation
Total Revenues	<u>32,867</u>	
Appropriations		
Operating Expenses	32,867	Increase appropriation for Operating Expenses
Total Appropriations	<u>32,867</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00915

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

APPROVAL OF FY2023 BULLETPROOF VEST PROGRAM PARTNERSHIP WITH PATRICK LEAHY FOUNDATION

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the Bulletproof Vest Program grant award with Patrick Leahy Foundation in the amount of \$19,680.00. Further that City Council authorize the Mayor to take all actions necessary to finalize the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) has been awarded a \$19,680.00 grant from the Bulletproof Vest Program Partnership with Partrick Leahy Foundation to purchase 48 bulletproof vests for PPD officers. Some of the current vests issued to officers have already reached their five year expiration date while others will soon be expiring. In addition, more vests need to be purchased for new officers.

PRIOR ACTION:

FUNDING:

Budget:	\$19,680.00	(Patrick Leahy Bulletproof Vest Partnership Grant)
	\$19,680.00	(Federal LETF grant matching funds)
Actual:	\$39,360.00	TOTAL

FINANCIAL IMPACT:

The estimated grant award for the Patrick Leahy Bulletproof Vest Foundation is \$19,680.00.

Projects to be funded from this grant award require a local match. Approval of the supplemental budget resolution will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/12/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Application for FY 2023 Bulletproof Vest Partnership Program Patrick Leahy Foundation
2. Award Letter FY 2023 Bulletproof Vest Partnership Program Patrick Leahy Foundation
3. Supplemental Budget Resolution No. 2023-082
4. Supplemental Budget Explanation No. 2023-082

PRESENTATION: No

APPLICATION DETAILS

APPLICATION PROFILE

Participant PENSACOLA CITY

Fiscal Year 2023

Number of Agencies Applied 0

Total Number of Officers for Application 183

Number of Officers on Approved Applications 183

APPLICATION PROFILE

Fiscal Year 2023

Vest Replacement Cycle 5

Number of Officers 183

Number of Emergency Replacement Needs **Number of Stolen or Damaged** 0

Number of Officer Turnover 20

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BII-5	48	\$820.00	\$39,360.00	\$0.00	\$39,360.00
Grand Totals	48		\$39,360.00	\$0.00	\$39,360.00

AWARD SUMMARY FOR FY2023 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$39,360.00	\$19,680.00	10/02/23	Approved by BVP
Grand Totals:	\$39,360.00	\$19,680.00		

RETURN

STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red !'s indicate your attention is needed in order to complete a task for action.

CURRENT ACTIVITY STATUS

Application

✓ Approved by BVP

[View Details](#)

CURRENT RECEIPTS SUMMARY

ATTN	No. of Receipts	Total Reported Vests	Total Reported Cost	Action
!	1	14	\$12,563.60	View Details

CURRENT PAYMENT REQUESTS

ATTN	Created Date	Total Amount Requested	Current Status	Status Date	Funding Type	Action
	09/14/2023	\$5,272.50	Sent for BVP Approval	09/14/2023	Regular Fund	View Details

AVAILABLE AWARDS

ATTN	Fiscal Year ⬆	Award Amount ⬆	Total Paid ⬆	Total Requests ⬆	Eligible Balance ⬆	Expiration Date
!	2021	\$20,000.00	\$15,874.17	\$0.00	\$4,125.83	10/31/2023
!	2022	\$19,742.80	\$0.00	\$5,272.50	\$14,470.30	08/31/2024
	2023	\$19,680.00	\$0.00	\$0.00	\$19,680.00	08/31/2025

AGENCY INFORMATION

Please make sure your Jurisdiction name is correct since this is how it will appear on your banking form. If the jurisdiction name is incorrect, please contact the BVP Help Desk as shown at the bottom of the left side menu.

AGENCY INFORMATION

Name: PENSACOLA CITY

Agency Type: City/Municipality

Government ID Number: 102017001

*** Tax Payer ID Number:**  596000406

9 Digit DUNS: 073131559

DUNS 4:

*** Unique Entity Identifier (UEI):** UBMRAF87HQQF5

Number of Existing Population: 54312

Number of Existing Full Time Officers: 164

Number of Existing Part Time Officers: 19

OFFICE ADDRESS

* Address Line 1:

222 W. Main St.

Address Line 2:

* City:

Pensacola

State:

FL

* Zip:

32502-5743

CANCEL

SAVE

AGENCY CONTACTS

Please verify your agency contact information.

Note: The role of Primary Point of Contact (POC) is critical to the success of this program. The POC will be required to review and approve the online application and all requests for payment. You will also be making various assurances and certifications with respect to key program guidelines and requirements. **If you feel these responsibilities exceed your authority, please STOP at this point and resume once your authority has been more clearly established.** If you are the Chief Executive, then you will also be acting as the Primary Point of Contact for your jurisdiction.

ASSOCIATED USER INFORMATION HIDE

Name ⬆	User Id ⬆	Phone Number	Email ⬆	St.
Jennifer Cole	jcole@pensacolapolice.com	(850) 435- 1856	jcole@pensacolapolice.com	As
Cindy West	cewest@cityofpensacola.com	(850) 435- 1932	cewest@cityofpensacola.com	As

CONTACTS

i Chief Executive Officer

* First Name:

DC

* Last Name:

Reeves

* E-mail:

DCReeves@cityofpensacola.com

Fax:

(850) 435-1611

*** Phone:**

(850) 435-1625

i Chief Financial Officer*** First Name:**

Amy

*** Last Name:**

Lovoy

*** E-mail:**

alovoy@cityofpensacola.com

Fax:*** Phone:**

(850) 435-1830

i Point of Contact*** First Name:**

Cindy

*** Last Name:**

West

*** E-mail:**

Cewest@cityofpensacola.com

Fax:

(850) 595-0155

*** Phone:**

(850) 435-1932

OFFICE ADDRESS

* Address Line 1:

711 N. Hayne St.

Address Line 2:

County:

* City:

Pensacola

* State:

FL ▾

* Zip:

32501

CANCEL

SAVE

Holly Ramsey

From: Holly Ramsey
Sent: Thursday, October 5, 2023 12:14 PM
To: Holly Ramsey
Subject: FW: [EXTERNAL] BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

From: Bureau of Justice Assistance <BJA@public.govdelivery.com>
Sent: Friday, September 29, 2023 4:15 PM
To: Cindy West <CEWest@cityofpensacola.com>
Subject: [EXTERNAL] BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

[View as a webpage / Share](#)

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2023 BVP awards is now available at the following link: <https://bja.ojp.gov/funding/fy23-bvp-awards.pdf>.

Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (<https://www.sam.gov/SAM/>) **to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: <https://sam.gov/content/help>. The SAM Helpdesk can be reached at 866-606-8220.**

The FY 2023 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2023. The deadline to request payments from the FY 2023 award is August 31, 2025, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the [BVP FAQs](#), and detailed

instructions on the process for requesting a waiver and the documentation required can be found in the [Submitting Payment Requests in BVP User Guide](#).

Please contact the BVP Helpdesk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the [BVP website](#) for additional information regarding the BVP Program.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: [BJA VALOR INITIATIVE \(ojp.gov\)](#).

Sincerely, BVP Program Support Team

Bureau of Justice Assistance



BJA offers many resources, training and technical assistance, and policy development services to support local, state, and tribal governments in achieving safer communities.



Bureau of Justice Assistance
U.S. Department of Justice

Connect With Us



www.bja.ojp.gov

If you no longer want to receive email notifications from NewsFromBJA, you can [unsubscribe](#) here.

This email was sent to cwest@cityofpensacola.com using GovDelivery Communications Cloud on behalf of Department of Justice - Washington, DC.



**RESOLUTION
NO. 2023-082**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. SPECIAL GRANTS FUND

As Reads:	Federal Grants	9,871,593
Amended		
To Read:	Federal Grants	9,891,273
As Reads:	Operating Expenses	3,239,354
Amended		
To Read:	Operating Expenses	3,259,034

B. LAW ENFORCEMENT TRUST FUND

TO:	Fund Balance	19,680
TO:	Operating Expenses	19,680

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

NOVEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - LETF & BULLET PROOF VEST GRANT FUNDS - NO. 2023-082

FUND	AMOUNT	DESCRIPTION
A. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	19,680	Increase estimated revenue from Federal Grants
Total Revenues	<u>19,680</u>	
Appropriations		
Operating Expenses	19,680	Appropriate funds for Operating Expenses
Total Appropriations	<u>19,680</u>	
B. LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>19,680</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	19,680	Appropriate funds for Operating Expenses
Total Appropriations	<u>19,680</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00914

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-82 - FY2023 BULLETPROOF VEST PROGRAM PARTNERSHIP WITH PATRICK LEAHY BULLETPROOF VEST FOUNDATION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-082.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) is requesting \$19,680.00 from Federal LETF funds established by the City of Pensacola as a non-major special revenue fund. The City of Pensacola LETF account consists of both state and federal forfeiture monies held in one accounting fund. Different rules apply to the use of federal and state forfeiture monies.

The requested amount of \$19,680.00 is to be used as matching funds for a \$19,680.00 grant from the Patrick Leahy Bulletproof Vest Partnership to purchase 48 bulletproof vests for PPD officers. Some of the current vests issued to officers have already reached their five-year expiration date while others will soon be expiring. In addition, more vests need to be purchased for new officers.

This is a permissible use of Federal LETF funds in accordance with the United States Department of Justice Guide to Equitable Sharing.

PRIOR ACTION:

FUNDING:

Budget:	\$19,680.00	(Patrick Leahy Bulletproof Vest Partnership Grant)
	\$19,680.00	(Federal LETF grant matching funds)
Actual:	\$39,360.00	

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds and the federal forfeiture grant matching funds from the Federal LETF account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/12/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2023-82
2. Supplemental Budget Resolution Explanation No. 2023-82
3. Letter of Certification

PRESENTATION: No

**RESOLUTION
NO. 2023-82**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. SPECIAL GRANTS FUND

As Reads:	Federal Grants	9,871,593
Amended		
To Read:	Federal Grants	9,891,273
As Reads:	Operating Expenses	3,239,354
Amended		
To Read:	Operating Expenses	3,259,034

B. LAW ENFORCEMENT TRUST FUND

TO:	Fund Balance	19,680
TO:	Operating Expenses	19,680

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

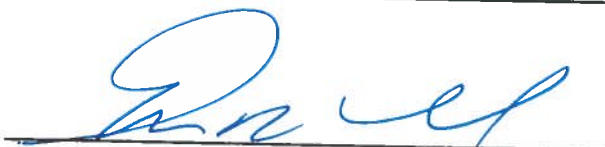
NOVEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - LETF & BULLET PROOF VEST GRANT FUNDS - NO. 2023-82

FUND	AMOUNT	DESCRIPTION
A. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	19,680	Increase estimated revenue from Federal Grants
Total Revenues	<u>19,680</u>	
Appropriations		
Operating Expenses	19,680	Appropriate funds for Operating Expenses
Total Appropriations	<u>19,680</u>	
B. LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>19,680</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	19,680	Appropriate funds for Operating Expenses
Total Appropriations	<u>19,680</u>	

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

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

Item	Description of Requested Items	Amount
1	Bulletproof Vests (48) Patrick Leahy Grant (LEFT matching funds)	\$19,680
Total Requested		<u>\$19,680</u>


Eric Randall, Chief of Police

10/6/2023
Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00917

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

FY 2023-2024 STATE FINANCIAL ASSISTANCE IDENTITY THEFT AND FRAUD GRANT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) - AWARD NO. L6013: FLAIR VENDOR ID: 596000406

RECOMMENDATION:

That City Council accept the FY 2023-2024 State Financial Assistance Identity Theft and Fraud Grant Program - Florida Department of Law Enforcement (FDLE) - AWARD NO. L6013: FLAIR VENDOR ID: 596000406 in the amount of \$9,500.00 based on the Florida Department of Law Enforcement's (FDLE) Office of Criminal Justice Grants (OCJG). Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) submitted a grant application to the Florida Department of Law Enforcement's (FDLE) Office of Criminal Justice Grants (OCJG) to support the purchasing of the Accurant Trax equipment and the associated training to use the database.

FDLE's Office of Criminal Justice Grants (OCJG) is seeking subrecipient applications for the Identity Theft and Fraud grant program. This program provides funding to support local law enforcement agencies in the investigation and enforcement of personal identification information theft and fraud.

The grant money in the amount of \$9,500.00 will be used for the cost of Accurant Trax equipment and database training.

Accurant Trax is an investigative tool that helps solve identity theft and fraud cases by allowing detectives access to a nationwide database of information that serves as a search engine to

piece information together faster than routine methods. When a suspect is identified, detectives can access the database and look for patterns within received data, narrow down search parameters, and track the suspect(s) via cell phone to determine their locations when the crime occurred. The information is typically returned within three weeks vs. six months if sent to a state lab for analysis. The system can help identify people who have stolen identities and use that information to mask their identity while committing other crimes such as fraud. It can also be useful in finding suspects who use skimmers on gas pumps and ATMs to copy data from magnetic strips on debit/credit cards. \$7,500.00 of the grant money will be used to purchase Accurant Trax equipment.

\$2,000.00 of the grant money will pay the expense for two detectives to attend a 40-hour criminal investigation-cellular technology training/virtual crime center. The training is necessary to teach detectives how to use the database and best access information leading to suspects and arrests.

PRIOR ACTION:

FUNDING:

Budget:	\$9,500.00	
Actual:	\$7,500.00	(Accurant Trax equipment)
	\$2,000.00	(Technology training)
	<u>\$9,500.00</u>	TOTAL

FINANCIAL IMPACT:

The estimated grant award for the FY 2023-2024 STATE FINANCIAL ASSISTANCE IDENTITY THEFT AND FRAUD GRANT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE): State is \$9,500.00 based on the FDLE Office of Criminal Justice Grants (OCJG). Projects to be funded from this grant award do not require a local match. Approval of the supplemental budget resolution will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. FY2023-2024 Identity Theft and Fraud Grant -Award No. L6013

2. Supplemental Budget Resolution No. 2023-64
3. Supplemental Budget Explanation No. 2023-64

PRESENTATION: No

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
City of Pensacola**

AWARD AGREEMENT

Award Number: L6013

Project Title: FY2023-2024 Identity Theft and Fraud Grant

Award Period: 10/01/2023 – 06/30/2024

Awarded Funds: \$9,500.00

FLAIR Vendor ID: 596000406

CSFA Catalog Number: 71.042

This agreement is entered into by and between the Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and City of Pensacola (herein referred to as “Recipient”); and

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS the Department has available funds resulting from an appropriation in Section 943.0412, Florida Statutes intended to provide the Recipient reimbursement of eligible costs resulting from allowable activities as defined in the agreement;

WHEREAS the Department conducted a competitive award solicitation to award a portion of funds to the Recipient; and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

This agreement is subject to the Special Conditions outlined in **Appendix A** and all applicable state financial assistance Standard Conditions provided in **Appendix D**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services. All expenditures shall be allowable, reasonable, and necessary for the success of the award project. The Department's determination of acceptable expenditures shall be conclusive.

Scope of Work

Section 943.0412, Florida Statutes provides funding the Florida Department of Law Enforcement to support local law enforcement agencies in the investigation and enforcement of personal identification information theft and fraud. Funds under this program may only be used for the items/activities approved in **Appendix C**.

The Recipient shall prepare and submit to FDLE a monthly "Expenditure Report for Payment" within 30 days after the end of each reporting period. In the event the Recipient is seeking reimbursement of allowable costs identified in **Appendix C**, the "Expenditure Report for Payment" must be accompanied by the supporting documentation outlined in the Appendix.

Project Deliverables

Total payments for all deliverables in **Appendix B** will not exceed the maximum grant award amount.

Payment Requirements and Reporting

This is a cost reimbursement agreement with the ability, under extenuating circumstances, to advance a portion of available award funds that must be reconciled within 45 days. Any request for a cash advance must be accompanied by a signed "Cash Advance Request" form and copies of the supporting documentation detailed in the sections above. Any advanced funds not reconciled within 45 days must be refunded to the Department prior to any further award disbursements.

The Department will reimburse the Recipient for allowable expenditures (**Appendix C**) which are incurred during each reporting period according to the terms and conditions of this award. The Department's determination of acceptable expenditures shall be conclusive.

The Recipient shall provide "Expenditure Request for Payment" reports to the Department attesting to expenditures made during the reporting period. These reports are due 30 days after the end of each reporting period. For example: If the monthly reporting period is October 1-31, the Performance Report is due November 30th.

"Expenditure Request for Payment" Reports shall verify the Recipient's compliance with 69I-40.002, F.A.C. Reports must clearly identify the dates costs were incurred, contains a description and quantity of the specific deliverables provided during the reporting period, and the payment amount requested. The reports must contain information regarding the status of project activities and the progress made toward implementing the public firearms safety training sessions. All submitted reports must be certified by the Recipient's chief financial official (or financial designee) and include a statement that costs claimed are incurred in accordance with the agreement.

The Recipient shall submit a final "Expenditure Request for Payment" by July 31, 2024. Any payment due under the terms of this agreement may be withheld until all required reports are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) of this agreement. All reports will be reviewed by the Department's grant manager and may be audited to the satisfaction of the Department and/or the Florida Department of Financial Services.

Failure to comply with these provisions shall result in forfeiture of reimbursement and/or a refund of any advanced funding.

Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

Recipient Grant Manager

Name: Cindy West
Title: Grants Compliance Specialist
Address: 711 North Hayne Street
Pensacola, FL 32501
Phone: 850-435-1932
Email: Cewest@cityofpensacola.com

Recipient Chief Official

Name: D. C. Reeves
Title: Mayor
Address: 222 West Main Street
Pensacola, FL 32502
Phone: 850-435-1625
Email: DCReeves@cityofpensacola.com

Recipient Chief Financial Officer

Name: Amy Lovoy
Title: Finance Director
Address: 222 West Main Street
Pensacola, FL 32502
Phone: 850-435-1821
Email: Alovoy@cityofpensacola.com

Florida Department of Law Enforcement (FDLE) Grant Manager

Name: Patricia Stark
Title: Government Analyst II
Address: P.O. Box 1489
Tallahassee, FL 32302-1489
Phone: 850-617-1252
Email: patriciastark@fdle.state.fl.us

Award Signatures

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in 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.

Corrections on this page, including strikeouts, whiteout, etc. are not permitted.

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient City of Pensacola

Signature: _____

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

Date: _____

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

Appendix A: Special Conditions

Grant Number: L6013
Recipient: City of Pensacola
Project Title: FY2023-2024 Identity Theft and Fraud Grant
Project Period: 10/01/2023 – 06/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001 The intent of this program is to increase investigation and enforcement efforts. Community education and awareness related expenses are not allowable under this award.

Appendix B - Project Deliverables

Grant Number: L6013
Recipient: City of Pensacola
Project Title: FY2023-2024 Identity Theft and Fraud Grant
Project Period: 10/01/2023 – 06/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 3	Recipient will use grant funds to purchase equipment, and associated training, for law enforcement conducting identity theft and/or fraud investigations
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased. Documentation includes an attestation of items purchased on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable costs incurred and supported by appropriate documentation will be reimbursed.
Deliverable Price:	Total payments for this deliverable will be approximately \$9,500.00

Appendix C - Budget Details

Grant Number: L6013
Recipient: City of Pensacola
Project Title: FY2023-2024 Identity Theft and Fraud Grant
Project Period: 10/01/2023 – 06/30/2024

Budget Category	Total
A. Personnel (Salary/Overtime)	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment (OCO)	\$7,500.00
E. Supplies	\$0.00
F. Construction	\$0.00
G. Consultants/Contracts	\$0.00
H. Other Costs	\$2,000.00
TOTAL	\$9,500.00

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

All items purchased with these funds must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the program.

The item(s) below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a “kit”, “bundle”, “system”, etc.

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

The Department's determination of acceptable expenditures requested for reimbursement shall be conclusive.

D. Equipment = \$7,500.00

The Recipient will use grant funds to purchase a LexisNexis Accurant Trax Enterprise Plan database to help identify people who have stolen identities and use that information to mask their identity while committing other crimes such as fraud. It can also assist in finding suspects who use skimmers on gas pumps, ATMs, etc.

The Recipient shall provide procurement documentation (quotes, purchase orders, etc.), invoice, and proof of payment (cancelled check, bank/card statements, etc.) with each payment request to substantiate costs charged to the grant.

H. Other Costs = \$2,000.00

The Recipient will use funds to reimburse costs for approximately (2) seats to the LexisNexis 40-hour criminal investigations cellular technology course which is necessary to teach officers how to use the purchased database and best access information that would lead to suspects and arrests.

The Recipient shall provide invoices, proof of payment, and training agendas with each payment request.

Appendix D - Fiscal Year 2023-2024 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding: Advance funding may be provided to a subrecipient upon completion and submission of a Cash Advance Request form to the Department. The request must be signed by the Chief Financial Officer or the Chief Financial Officer designee. Advance funding should be requested only when the Subrecipient has an imminent and specific need to expend project funds. Cash advances must be spent on project costs within 30 days of receipt. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, a written request to retain the funds must be provided by the recipient and approved by the Department. An expenditure claim for advance funding must be submitted to the Department within 45 days of advance funding receipt.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are

eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award 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 investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor 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 obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department 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.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include 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. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency 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 Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

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 the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile 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.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient 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 Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent

(.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). 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, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services

and the Auditor General. 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 Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., 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 215.97, F.S., 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). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by of this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement

according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

**RESOLUTION
NO. 2023-64**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	10,674,140
Amended		
To Read:	Federal Grants	10,683,640
As Reads	Capital Outlay	9,850,032
Amended		
To Read:	Capital Outlay	9,859,532

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**NOVEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - STATE FINANCIAL ASSISTANCE IDENTITY THEFT & FRAUD GRANT PRGM - FDLE # L6013 - RES NO. 2023-64**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	9,500	Increase appropriation for Federal Grants - State Financial Assistance Identity Theft & Fraud Grant Program FDLE Award # L6013
Total Revenues	<u>9,500</u>	
Appropriations		
Capital Outlay	9,500	Increase appropriation for Capital Outlay
Total Appropriations	<u>9,500</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00916

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-86 FY2023-2024 STATE FINANCIAL ASSISTANCE IDENTITY THEFT AND FRAUD GRANT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) - AWARD NO. L6013: FLAIR VENDOR ID: 596000406

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-86.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) submitted a grant application to the Florida Department of Law Enforcement's (FDLE) Office of Criminal Justice Grants (OCJG) to support the purchasing of the Accurant Trax equipment and the associated training to use the database.

FDLE's Office of Criminal Justice Grants (OCJG) is seeking subrecipient applications for the Identity Theft and Fraud grant program. This program provides funding to support local law enforcement agencies in the investigation and enforcement of personal identification information theft and fraud.

The grant money in the amount of \$9,500.00 will be used for the cost of Accurant Trax equipment and database training.

Accurant Trax is an investigative tool that helps solve identity theft and fraud cases by allowing detectives access to a nationwide database of information that serves as a search engine to piece information together faster than routine methods. When a suspect is identified, detectives can access the database and look for patterns within received data, narrow down

search parameters, and track the suspect(s) via cell phone to determine their locations when the crime occurred. The information is typically returned within three weeks vs. six months if sent to a state lab for analysis. The system can help identify people who have stolen identities and use that information to mask their identity while committing other crimes such as fraud. It can also be useful in finding suspects who use skimmers on gas pumps and ATMs to copy data from magnetic strips on debit/credit cards. \$7,500.00 of the grant money will be used to purchase Accurint Trax equipment.

\$2,000 of the grant money will pay for two detectives to attend a 40-hour criminal investigation-cellular technology training/virtual crime center. The training is necessary to teach detectives how to use the database and best access information leading to suspects and arrests.

PRIOR ACTION:**FUNDING:**

Budget:	\$9,500.00	
Actual:	\$7,500.00	(Accurint Trax equipment)
	\$2,000.00	(Technology training)
	\$9,500.00	TOTAL

FINANCIAL IMPACT:

The estimated grant award for the FY 2023-2024 STATE FINANCIAL ASSISTANCE IDENTITY THEFT AND FRAUD GRANT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE): State is \$9,500.00 based on the FDLE Office of Criminal Justice Grants (OCJG). Projects to be funded from this grant award do not require a local match. Approval of the supplemental budget resolution will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2023-86
2. Supplemental Budget Explanation No. 2023-86

PRESENTATION: No

**RESOLUTION
NO. 2023-86**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	10,674,140
Amended		
To Read:	Federal Grants	10,683,640
As Reads	Capital Outlay	9,850,032
Amended		
To Read:	Capital Outlay	9,859,532

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**NOVEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - STATE FINANCIAL ASSISTANCE IDENTITY THEFT & FRAUD GRANT PRGM - FDLE # L6013 - RES NO. 2023-86**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	9,500	Increase appropriation for Federal Grants - State Financial Assistance Identity Theft & Fraud Grant Program FDLE Award # L6013
Total Revenues	<u>9,500</u>	
Appropriations		
Capital Outlay	9,500	Increase appropriation for Capital Outlay
Total Appropriations	<u>9,500</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00911

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO: 2023-84 SUPPORTING GRANT APPLICATION FOR APPLICATION FOR FLORIDA COMMERCE FUNDING FOR MULTI-PURPOSE USE OF FRICKER COMMUNITY CENTER

RECOMMENDATION:

That City Council adopt Resolution No. 2023-84.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING APPLICATION TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY OFFICE, HENCEFORTH TO BE KNOWN AS FLORIDA COMMERCE; AUTHORIZING GRANT APPLICATIONS.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Florida Commerce has allocated funding in excess of \$86,933.757 million to municipalities throughout the state of Florida for projects for the construction of or improvements to buildings designed to enable work, education, and health monitoring, located in eligible communities with an identified critical need.

City of Pensacola plans to apply for these funds to be used to actively address infrastructure improvements of the Fricker Community Resource Center to be used to include creating a senior leisure and resource center, partnering with Baptist Health Care to provide health monitoring, outreach, education and other services to be based out of the Senior Center, renovating the computer lab into a workforce learning center in conjunction with CareerSource EscaRosa, renovating entrances, restrooms, and playground to accommodate those with limited mobility and their companions community resource enhancement efforts, and renovating the existing kitchen of the Fricker Community Center.

PRIOR ACTION:

none

FUNDING:

No match funding required.

FINANCIAL IMPACT:

City intends to apply and receive \$4 million in grant funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/30/2023

STAFF CONTACT:

William K. Boyer, Grants and Special Projects Coordinator
Joel Hollon, Senior Grant Writer
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Resolution No. 2023-84

PRESENTATION: Yes

RESOLUTION
NO: 2023-84

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; SUPPORTING APPLICATION TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY OFFICE, HENCEFORTH TO BE KNOWN AS FLORIDA COMMERCE; AUTHORIZING GRANT APPLICATIONS.

WHEREAS, The City of Pensacola desires to provide citizens with recreational and health resources as well as workforce opportunities for economic impact and growth to include, but not limited to, the creation of new jobs and businesses.

WHEREAS, Florida Commerce has allocated funding in excess of \$86 million to municipalities throughout the state of Florida for projects for the construction of or improvements to buildings designed to enable work, education, and health monitoring, located in eligible communities with an identified critical need; and

WHEREAS, it is in the interest of the City of Pensacola to apply for these funds to be used to actively address infrastructure improvements of the Fricker Community Resource Center to be used to include creating a senior leisure and resource center, partnering with Baptist Health Care to provide health monitoring, outreach, education and other services to be based out of the Senior Center, renovating the computer lab into a workforce learning center in conjunction with CareerSource EscaRosa, renovating entrances, restrooms, and playground to accommodate those with limited mobility and their companions community resource enhancement efforts, and renovating the existing kitchen of the Fricker Community Center;

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

Section 1. The City Council supports submitting grant applications to the state Florida Commerce Department to receive CDBG funds.

Section 2. The City Council hereby authorizes the Senior Grant Writer and Grants and Special Projects Coordinator to serve as authorized signatures for submission, as well as serve as the authorized contacts, relating to this grant application and correspondence.

Section 3. The City Council hereby authorizes the Mayor to take all actions necessary to execute all documents relating to the grant application.

Section 4. This Resolution shall become effective the fifth business day after the adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00920

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2023-88: SUPPORTING A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR SUN TRAIL FUNDING PROGRAM

RECOMMENDATION:

That City Council adopt Resolution No. 2023-88.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA SUPPORTING AN APPLICATION FOR FLORIDA DEPARTMENT OF TRANSPORTATION SUN TRAIL FUNDING TO DESIGN AND CONSTRUCT THE DOWNTOWN PENSACOLA WATERFRONT CONNECTOR TRAIL PHASE ONE AND TWO; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Florida Department of Transportation (FDOT) Shared-Use Nonmotorized (SUN) Trail program provides funding for the development of a statewide system of interconnected paved multi-use trails (SUN Trail network) for bicyclists and pedestrians, physically separated from the road. The SUN Trail network is a refined version of the Florida Greenways and Trails System (FGTS) Plan's Land Trail Priority network. SUN Trail funded projects will improve the intermodal connectors by closing gaps in the statewide paved trail system to increase the reliability of Florida's transportation system.

This solicitation cycle, SUN Trail funding, is sought for design and construction of various sections of the Downtown Pensacola Waterfront Connector Trail. This project carries out a key component envisioned by the Urban Core Community Redevelopment Area in the 2010 redevelopment plan and other visioning documents like the SCAPE Waterfront Framework Plan. The trail was also solicited for feedback through the Active Transportation Plan.

The project is divided into two phases for the SUN Trail submission to reflect right of way maintenance. Phase One is a 1.1-mile, 12-foot shared use path on the south side of Bay Front Pkwy from Tarragona St to N 14th Ave. This segment is maintained by the FDOT. The FDOT has committed to funding and administering the design, so the SUN Trail request is for

construction funding only.

The second phase is the westward portion from Tarragona St. to Barrancas Ave for approximately 1.36 miles. This segment traverses the street sections of Main, Cedar, and Cypress. The section in front of Maritime Park and Bruch Beach from Spring St. to Clubbs Ave is complete. Sections of this trail network have already been partially designed through the Hashtag project. The City has also secured funding for design and construction of the portion on W Main St. from S E Street to S Clubbs St. Construction funding is still needed for Cedar St. as well as design and construction for the segment along Cypress St.

These two phases will ultimately create the separated pedestrian and bicycle facilities that have been envisioned for Pensacola to help connect people across the downtown, access different neighborhoods, and connect to the existing trail on the Chappie James Jr Bridge. It will also fill in SUN Trail network gaps, which is a significant priority for the FDOT.

PRIOR ACTION:

June 17, 2019 – City Council held a workshop session for the purpose of reviewing the final Waterfront Framework Plan from SCAPE.

August 17, 2023 – City Council accepts the Active Transportation Plan.

FUNDING:

Budget:	\$6,425,000	
Actual:	\$3,900,000	Phase 1: Construction & CEI
	\$200,000	Phase 2: Design
	\$2,425,000	Phase 2: Construction & CEI
	\$6,425,000	TOTAL

FINANCIAL IMPACT:

Adoption of the resolution will help support the application to FDOT for the SUN Trail program. There is no match required. Should the grant be awarded, a legislative item will be brought before City Council for approval to accept the grant as well as a supplemental budget resolution appropriating the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Amy Tootle, P.E. - Director of Public Works and Facilities

ATTACHMENTS:

1. Resolution No. 2023-88
2. DPWCT Phase 1 Location Map
3. DPWCT Phase 2 Location Map

PRESENTATION: No

RESOLUTION
NO. 2023-88

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA; SUPPORTING AN APPLICATION FOR FLORIDA DEPARTMENT OF TRANSPORTATION SUN TRAIL PROGRAM FUNDING TO DESIGN AND CONSTRUCT THE DOWNTOWN PENSACOLA WATERFRONT CONNECTOR TRAIL PHASE ONE AND PHASE TWO; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has an interest in promoting and encouraging alternative modes of transportation to support revitalization and connectivity; and

WHEREAS, many citizens of the City of Pensacola have expressed a desire for additional multi-modal facilities within the City of Pensacola's community redevelopment areas; and

WHEREAS, the following proposed multi-modal project is endorsed by the City Council of the City of Pensacola:

Design and construction of phase one and phase two of the Downtown Pensacola Waterfront Connector Trail for a total of 2.47 miles. The trail will extend from the intersection of Cypress St. and S Pace Blvd eastward to W Main Street, traverse W Cedar St., and terminate on Bay Front Parkway at the intersection with N 14th Ave.

WHEREAS, such Project is substantially contained within the SUN Trail Network and fills in significant gaps to connect the system; and

WHEREAS, the City of Pensacola will be responsible for trail maintenance of Phase One (1) and Two (2); and

WHEREAS, Florida Shared-Use Nonmotorized (SUN) Trail Program funds are now available for separated bicycle and pedestrian facilities through the State of Florida Department of Transportation; and

WHEREAS, the Project meets the eligibility requirements for funding; and

WHEREAS, in order that these improvements may be constructed to the fullest extent, the City Council of the City of Pensacola supports filing an application with the State of Florida Department of Transportation to design and construct the Project;

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

Section 1. That the above stated recitals in the Whereas clauses are true and correct and incorporated herein by reference.

Section 2. That the Project is endorsed by the City Council of the City of Pensacola as serving an unmet vital transportation need for the public health, safety and welfare of the citizens of the City of Pensacola.

Section 3. That the City Council of the City of Pensacola, in furtherance of such purpose, supports filing an application with the State of Florida Department of Transportation for SUN Trail funding for the Project.

Section 4. The City Council of the City of Pensacola hereby authorizes the Mayor to take all actions necessary to effectuate the provisions of this Resolution.

Section 5. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

City Clerk

Legend

Downtown Pensacola
Waterfront Connector
Trail

Downtown Pensacola Waterfront Connector Trail Phase 1 Location Map



0 0.1 0.2 Miles

This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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PENSACOLA

10/17/2023

FLORIDA Page 199 of 215



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00921

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2023-85 SUPPORTING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TEMPORARY ROAD CLOSURE - PURSUANT TO THE COMPLETION OF THE RESURFACING, RESTORATION, AND REHABILITATION PROJECT OF SR 10A (SCENIC HIGHWAY).

RECOMMENDATION:

That City Council adopt Resolution No. 2023-85.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, SUPPORTING A TEMPORARY ROAD CLOSURE PURSUANT TO THE COMPLETION OF THE RESURFACING, RESTORATION, AND REHABILITATION PROJECT OF SR 10A (SCENIC HIGHWAY) FROM LANGLEY AVENUE TO SUMMIT BLVD, FPID 426935-2-52-01.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Florida Department of Transportation (FDOT) is requesting a resolution of support to approve the temporary road closure for Scenic Highway. FDOT proposed to undertake and complete a resurfacing, restoration, and rehabilitation project on State Road 10A (Scenic Highway) from Manolete Street to Langley Avenue for an approximate duration of 14 days. There will be an available detour of traffic to Spanish Trail via Summit Blvd and Langley Avenue. This maintenance of traffic plan is depicted in Exhibit A (Project Location Detour), to successfully complete the Project.

The road closure will reduce construction time and costs, minimize impacts to the traveling public, and minimize construction easements. FDOT anticipates the closure to occur Spring 2024. Once a more definite timeframe is established for the closure, Staff will publicize as deemed appropriate.

PRIOR ACTION:

None

FUNDING:

None

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director of Public Works and Facilities

ATTACHMENTS:

1. Resolution No. 2023-85
2. Exhibit (A) - Maintenance of Traffic Plan

PRESENTATION: No

RESOLUTION
NO. 2023-85

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL, CITY OF PENSACOLA, FLORIDA TO APPROVE A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF THE RESURFACING, RESTORATION AND REHABILITATION PROJECT OF STATE ROAD 10A (SCENIC HIGHWAY) - (FPID NUMBER 426935-2-52-01)

WHEREAS, in Fiscal Year 2024, the Florida Department of Transportation (the “Department”) proposes to undertake and complete a resurfacing, restoration, and rehabilitation project on State Road (SR) 10A (Scenic Highway) in Escambia County, Florida, FPID Number 426935-2-52-01 (the “Project”); and

WHEREAS, the City of Pensacola supports the Department’s efforts in these regards; and

WHEREAS, successful completion of the Project makes it necessary to temporarily close SR 10A (Scenic Highway) from Manolete Street to Langley Avenue for an approximate duration of 14 days continuously, beginning any day from Monday through Sunday. There will be an available detour of traffic to Summit Boulevard, Spanish Trail, and Langley Avenue as depicted in **Exhibit A** (Project Location Detour), to successfully complete the Project; and

WHEREAS, said road closure will reduce construction time and costs, minimize impacts to the traveling public, and minimize construction easements; and

WHEREAS, said road closure will be performed in accordance with the Department’s Temporary Traffic Control Plans, attached hereto and incorporated herein as **Exhibit A** including any updates and/or revisions thereof as exist on file with the Department for this Project (the “Plans”).

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

SECTION 1. The above stated recitals in the Whereas clauses are true and correct and incorporated herein by reference.

SECTION 2. The City of Pensacola, through its City Council, does hereby authorize the Department to temporarily close the SR 10A (Scenic Highway) between Manolete Street and Langley Avenue in accordance with the Plans.

SECTION 3. The City of Pensacola, through its City Council, does hereby confirm that the City of Pensacola will continue to maintain City owned detour roads during construction of the Project.

SECTION 4. This Resolution shall be 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. A certified copy of this Resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida, 32428.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

City Clerk

3/7/2023 1:59:44 PM jbingemann
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NOTES:
1. PCMS SHALL BE PLACED 0.5 MILES IN ADVANCE OF DETOUR ROUTE.

REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO. 61
DATE	DESCRIPTION	DATE	DESCRIPTION	DUSTIN T. EVANS, P.E. P.E. LICENSE NUMBER 71488 GREENMAN-PEDERSEN, INC. 1590 VILLAGE SQUARE BOULEVARD TALLAHASSEE, FL 32309		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SR 10A	ESCAMBIA	426935-2-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00918

City Council

11/9/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-87 - FY 2024 ENCUMBRANCE
CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-87.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

After the beginning of each fiscal year, a supplemental budget resolution is brought to the City Council for consideration. This resolution includes appropriations for the following:

- FY 2023 encumbered purchase order balances

Appropriations are carried forward to the new fiscal year for purchase orders issued by September 30, 2023, for which final payment had not been made.

- Appropriation of fund balance

In most funds, fund balance is appropriated to cover encumbrances carried forward.

- Increase in estimated revenues

In some funds, mostly related to various grants, estimated revenues are increased to balance the encumbered purchase order balances net of contracts payable.

Additional resolutions to carry forward FY 2023 funding for items that were not encumbered and the encumbered purchase order balances net of contract payable will be brought forward for City Council's approval on separate resolutions at the December 2023 City Council Meeting.

PRIOR ACTION:

September 13, 2023 - City Council formally adopted a beginning FY 2024 Budget on Budget Resolution No. 2023-073

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the carryover budget resolution are covered by either an appropriation of fund balance or an increase in estimated revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2024.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2023-87 - Amended
2. Supplemental Budget Explanation No. 2023-87- Amended

PRESENTATION: No

**RESOLUTION
NO. 2023-87**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. GENERAL FUND

	Fund Balance	1,855,339
To:	State Reimbursements	451,151
To:	Purchase Orders Payable	2,306,490

B. SPECIAL GRANTS FUND

As Reads:	Federal Grants	304,300
Amended		
To Read:	Federal Grants	1,358,603
To:	Misc. Grants	3,168
To:	State Grants	61,815
To:	Purchase Orders Payable	1,119,286

C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

As Reads:	Federal Grants	1,120,100
Amended		
To Read:	Federal Grants	1,122,134
To:	Purchase Orders Payable	2,034

D. COMMUNITY REDEVELOPMENT FUND

	Fund Balance	1,259,888
To:	Purchase Orders Payable	1,259,888

E. STORMWATER UTILITY FUND

	Fund Balance	8,625
To:	Purchase Orders Payable	8,625

F. PARKING FUND

	Fund Balance	122,650
To:	Purchase Orders Payable	122,650

G. SECTION 8 HOUSING ASSISTANCE FUND

	Fund Balance	78,810
To:	Purchase Orders Payable	78,810

H. LAW ENFORCEMENT TRUST FUND

	Fund Balance	17,701
To:	Purchase Orders Payable	17,701

I. NATURAL DISASTER FUND

To:	Federal Grants	177,807
To:	State Grants	19,756
To:	Purchase Orders Payable	197,563

J. GOLF COURSE FUND

	Fund Balance	4,941
To:	Purchase Orders Payable	4,941

K. EASTSIDE TIF FUND

	Fund Balance	281,612
To:	Purchase Orders Payable	281,612

L. INSPECTIONS FUND

	Fund Balance	16,789
To:	Purchase Orders Payable	16,789

M. WESTSIDE TIF FUND

	Fund Balance	339,310
To:	Purchase Orders Payable	339,310

N. COMMUNITY MARITIME PARK MANAGERMENTS SERVICES FUND

	Fund Balance	228,250
To:	Purchase Orders Payable	228,250

O. AMERICAN RESCUE PLAN FUND

To:	Federal Grants	417,514
To:	Purchase Orders Payable	417,514

P. LOCAL OPTION SALES TAX FUND

	Fund Balance	2,746,953
To:	Purchase Orders Payable	2,746,953

Q. CRA SERIES 2017 PROJECT FUND		
	Fund Balance	1,149,782
To:	Purchase Orders Payable	1,149,782
R. CRA SERIES 2019 PROJECT FUND		
	Fund Balance	3,466,573
To:	Purchase Orders Payable	3,466,573
S. STORMWATER CAPITAL PROJECTS FUND		
	Fund Balance	633,140
To:	Purchase Orders Payable	633,140
T. GAS UTILITY FUND		
	Fund Balance	1,665,955
To:	Purchase Orders Payable	1,665,955
U. SANITATION FUND		
	Fund Balance	12,512
To:	Purchase Orders Payable	12,512
V. PORT FUND		
	Fund Balance	95,650
To:	State Grants	74,328
To:	Purchase Orders Payable	169,978
W. AIRPORT FUND		
	Fund Balance	2,610,684
To:	Private Grants	5,750,797
To:	Transfer in From Local Option Sales Tax	1,707,206
As Reads:	Federal Grants	19,400,000
Amended		
To Read:	Federal Grants	19,974,444
As Reads:	State Grants	3,300,000
Amended		
To Read:	State Grants	3,945,112
To:	Purchase Orders Payable	11,288,243

X. INSURANCE RETENTION FUND

	Fund Balance	34,875
To:	Purchase Orders Payable	34,875

Y. CENTRAL SERVICES FUND

As Reads:	Charges for Services - Garage	1,836,100
Amended		
To Read:	Charges for Services - Garage	1,940,100
As Reads:	Charges for Services -Engineering	1,131,400
Amended		
To Read:	Charges for Services -Engineering	1,132,440
As Reads:	Charges for Services - Technology Resources	4,960,500
Amended		
To Read:	Charges for Services - Technology Resources	5,289,484
To:	Purchase Orders Payable	434,024

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
NOVEMBER 2023 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2023-87

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
State Reimbursements	451,151	Increase estimated revenues for State Reimbursements
Sub-Total Estimated Revenues	451,151	
Fund Balance	1,855,339	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	2,306,490	
Appropriations		
Purchase Orders Payable	2,306,490	Carryover - encumbrances outstanding at 9/30/23
B. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	1,054,303	Increase estimated revenues for Federal Grants
State Grants	61,815	Appropriate estimated revenues for State Grants
Miscellaneous Revenue	3,168	Appropriate estimated revenues for Miscellaneous Revenue
Total Estimated Revenues	1,119,286	
Appropriations		
Purchase Orders Payable	1,119,286	Carryover - encumbrances outstanding at 9/30/23
C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
Federal Grants	2,034	Increase estimated revenue from Federal Grants
Total Estimated Revenues	2,034	
Appropriations		
Purchase Orders Payable	2,034	Carryover - encumbrances outstanding at 9/30/23
D. COMMUNITY REDEVELOPMENT FUND		
Fund Balance	1,259,888	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	1,259,888	Carryover - encumbrances outstanding at 9/30/23

THE CITY OF PENSACOLA
NOVEMBER 2023 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2023-87

FUND	AMOUNT	DESCRIPTION
E. STORMWATER UTILITY FUND		
Fund Balance	<u>8,625</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>8,625</u>	Carryover - encumbrances outstanding at 9/30/23
F. PARKING FUND		
Fund Balance	<u>122,650</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>122,650</u>	Carryover - encumbrances outstanding at 9/30/23
G. SECTION 8 HOUSING ASSISTANCE FUND		
Fund Balance	<u>78,810</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>78,810</u>	Carryover - encumbrances outstanding at 9/30/23
H. LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>17,701</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>17,701</u>	Carryover - encumbrances outstanding at 9/30/23
I. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	177,807	Appropriate estimated revenues for Federal Grants
State Grants	<u>19,756</u>	Appropriate estimated revenues for State Grants
Total Estimated Revenues	<u>197,563</u>	
Appropriations		
Purchase Orders Payable	<u>197,563</u>	Carryover - encumbrances outstanding at 9/30/23
J. GOLF COURSE FUND		
Fund Balance	<u>4,941</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>4,941</u>	Carryover - encumbrances outstanding at 9/30/23

THE CITY OF PENSACOLA
NOVEMBER 2023 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2023-87

FUND	AMOUNT	DESCRIPTION
K. EASTSIDE TIF FUND		
Fund Balance	<u>281,612</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>281,612</u>	Carryover - encumbrances outstanding at 9/30/23
L. INSPECTIONS FUND		
Fund Balance	<u>16,789</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>16,789</u>	Carryover - encumbrances outstanding at 9/30/23
M. WESTSIDE TIF FUND		
Fund Balance	<u>339,310</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>339,310</u>	Carryover - encumbrances outstanding at 9/30/23
N. COMMUNITY MARITIME PARK MGT SVCS FUND		
Fund Balance	<u>228,250</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>228,250</u>	Carryover - encumbrances outstanding at 9/30/23
O. AMERICAN RESCUE PLAN FUND		
Federal Grants	<u>417,514</u>	Increase estimated revenues for Federal Grants
Appropriations		
Purchase Orders Payable	<u>417,514</u>	Carryover - encumbrances outstanding at 9/30/23
P. LOCAL OPTION SALES TAX FUND		
Fund Balance	<u>2,746,953</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>2,746,953</u>	Carryover - encumbrances outstanding at 9/30/23

THE CITY OF PENSACOLA
NOVEMBER 2023 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2023-87

FUND	AMOUNT	DESCRIPTION
Q. CRA SERIES 2017 PROJECT FUND		
Fund Balance	<u>1,149,782</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>1,149,782</u>	Carryover - encumbrances outstanding at 9/30/23
R. CRA SERIES 2019 PROJECT FUND		
Fund Balance	<u>3,466,573</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>3,466,573</u>	Carryover - encumbrances outstanding at 9/30/23
S. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>633,140</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>633,140</u>	Carryover - encumbrances outstanding at 9/30/23
T. GAS UTILITY FUND		
Fund Balance	<u>1,665,955</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>1,665,955</u>	Carryover - encumbrances outstanding at 9/30/23
U. SANITATION FUND		
Fund Balance	<u>12,512</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>12,512</u>	Carryover - encumbrances outstanding at 9/30/23
V. PORT FUND		
Estimated Revenues		
State Grants	<u>74,328</u>	Appropriate estimated revenues for State Grants
Total Estimated Revenues	<u>74,328</u>	
Fund Balance	<u>95,650</u>	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u>169,978</u>	
Appropriations		
Purchase Orders Payable	<u>169,978</u>	Carryover - encumbrances outstanding at 9/30/23

THE CITY OF PENSACOLA
NOVEMBER 2023 ENCUMBRANCE CARRYOVERS
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2023-87

FUND	AMOUNT	DESCRIPTION
W. AIRPORT FUND		
Estimated Revenues		
Federal Grants	574,444	
State Grants	645,112	Increase estimated revenues for State Grants
Private Grants	5,750,797	Appropriate Funding From Private Grants
Transfer In From Local Option Sales Tax Fund	1,707,206	Appropriate funding from Transfer in From Local Option Sales Tax
Total Estimated Revenues	<u>8,677,559</u>	
Fund Balance	<u>2,610,684</u>	Increase appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u><u>11,288,243</u></u>	
Appropriations		
Purchase Orders Payable	<u><u>11,288,243</u></u>	Carryover - encumbrances outstanding at 9/30/23
X. INSURANCE RETENTION FUND		
Estimated Revenues		
Charges for Services R/M	<u><u>34,875</u></u>	Increase estimated revenues for Charges For Services R/M
Appropriations		
Purchase Orders Payable	<u><u>34,875</u></u>	Carryover - encumbrances outstanding at 9/30/23
Y. CENTRAL SERVICES FUND		
Estimated Revenues		
Charges for Services - Technology Resources	328,984	Increase estimated revenues for Charges For Services - Technology Resources
Charges for Services - Engineering	1,040	Increase estimated revenues for Charges For Services - Engineering
Charges for Services - Garage	<u>104,000</u>	Increase estimated revenues for Charges For Services - Garage
Total Estimated Revenues	<u><u>434,024</u></u>	
Appropriations		
Purchase Orders Payable	<u><u>434,024</u></u>	Carryover - encumbrances outstanding at 9/30/23