City of Pensacola

City Council

Agenda

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

September 12, 2024, 5:30 PM | **Hagler-Mason Conference Room, 2nd Floor**

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Vice President Jared Moore

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 24-522 APPROVAL OF MINUTES: REGULAR MEETING DATED AUGUST 8, 2024 AND SPECIAL MEETING DATED SEPTEMBER 4, 2024

Recommendation: That City Council approve regular meeting minutes dated August 8, 2024, and special meeting minutes dated September 4, 2024.

Sponsors: Council President Casey Jones

Attachments: *Draft: Regular Meeting Minutes Dated 8/8/2024*
Draft: Special Meeting Minutes Dated 9/4/2024

APPROVAL OF AGENDA

CONSENT AGENDA

2. 24-824 APPOINTMENTS - FIRE PREVENTION BOARD OF APPEALS

Recommendation: That City Council reappoint Michael Ritz and appoint Melanie Luna to a three-year term expiring August 31, 2027; and appoint Don Hackett, Jr. to an unexpired term ending August 31, 2025.

Sponsors: Council President Casey Jones

Attachments: *Member List*
Nomination Form - Don Hackett Jr.
Application of Interest - Don Hackett Jr.
Resume - Don Hackett Jr
Nomination Form - Melanie Luna
Application of Interest - Melanie Luna
Resume - Melanie Luna
Application of Interest - Michael Ritz

3. 24-719 AWARD OF BID NO. 24-039 - 2024 ADA SIDEWALK REPAIR PROJECT PHASE 1

Recommendation: That City Council award the contract for Bid No. 24-039 to Gulf Beach Construction, the lowest and most responsible bidder, for a base price of $179,592.00, plus a 10% contingency in the amount of $17,959.20, for a total contract price of $197,551.20 for 2024 ADA Sidewalk Repair Phase I Project. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Notice of Intent to Award - Bid No. 24-039*
Attachment C - Map and Scope

4. 24-804 PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT NO. 3-12-0063-054-2024 - AIRPORT PARKING APRON DESIGN

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant Agreement No. 3-12-0063-054-2024 for Aircraft Parking Apron design in the amount of $329,945.00 with a $36,661.00 local match for a total grant value of $366,606.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *FAA Grant Agreement No. 3-12-0063-054-2024*

5. 24-818 PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TAXIWAY A REHABILITATION (SOUTH) DESIGN

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant for Taxiway A Rehabilitation

(South) - Design in the estimated amount of $1,170,000.00 with a $130,000.00 local match requirement for a total grant value of $1,300,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *FAA Letter of Support-Taxiway A Rehabilitation (South) - Design*

6. 24-819 PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TAXIWAY A7 & A/B INTERSECTION RECONFIGURATION

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant for Taxiway A7 and A/B Intersection Reconfiguration in the estimated amount of $7,922,649.00 with a $880,295.00 local match requirement for a total grant value of $8,802,944.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *FAA Letter of Support-Taxiway A7 & AB Intersection Reconfiguration*

7. 24-733 APPROVAL OF MUTUAL AID AGREEMENT BETWEEN PENSACOLA POLICE DEPARTMENT AND GULF BREEZE POLICE DEPARTMENT FOR VOLUNTARY COOPERATION AND REQUESTED OPERATIONAL ASSISTANCE

Recommendation: That City Council approve the Mutual Aid Agreement between the City of Pensacola and the Gulf Breeze Police Department for voluntary cooperation and requested operational assistance for the Fiscal Year 2024-2028. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Mutual Aid Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *2024-2028 Mutual Aid Agreement*

8. 24-726 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of $1,000 to the Waterfront Rescue

Mission, $500 to Bright Bridge Ministries and $500 to Re-Entry Alliance Pensacola (REAP) from the City Council Discretionary Funds for District 6.

Sponsors: Council Member Allison Patton

Attachments: *None*

REGULAR AGENDA

9. 24-802 FY2024 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DRUG ENFORCEMENT ADMINISTRATION (DEA) FEDERAL GRANT AWARD #G24GC0007A

Recommendation: That City Council approve the acceptance of the FY2024 High Intensity Drug Trafficking Area (HIDTA) grant with the Santa Rosa County Sheriff's Office (SRCSO) being the fiscal agent on behalf of the Gulf Coast High Intensity Drug Trafficking Area for the Drug Enforcement Administration in the amount of $1,419.57. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Mayor D.C. Reeves

Attachments:
Pensacola Police Department Letter for Memorandum of Agreement 2024
Sub-grantee Memorandum of Agreement - Santa Rosa County Sheriff's Office 2024
Supplemental Budget Resolution No. 2024-64
Supplemental Budget Explanation No. 2024-64

10. 24-788 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-64 - APPROPRIATING FUNDING IN CONNECTION WITH THE FY2024 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DRUG ENFORCEMENT ADMINISTRATION (DEA) FEDERAL GRANT AWARD #G24GC0007A

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-64.

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

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-64*

Supplemental Budget Explanation No. 2024-64

11. 24-790 STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) - GRANT AGREEMENT NO. RES12 - CARPENTER CREEK BAYOU TEXAR WATERSHED OUTFALLS

Recommendation: That City Council approve the acceptance of the State of Florida DEP Grant Agreement No. RES12 for planning, design, and permitting of five (5) improved stormwater outfalls into Bayou Texar, along with the development of a monitoring plan to measure the effectiveness of the improved outfalls in the amount of $830,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Mayor D.C. Reeves

Attachments: *Grant Agreement No. RES12 Carpenter Creek Bayou Texar*
Map

12. 24-791 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-65 - STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT - CARPENTER CREEK

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-65

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

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-65*
Supplemental Budget Explanation No. 2024-65
Carpenter Creek Bayou Texar Watershed Outfalls Grant Agreement - RES12
Map

13. 24-769 RESOLUTION NO. 2024-62 - SUPPORTING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TEMPORARY ROAD CLOSURE - PURSUANT TO COMPLETION OF THE MILLING AND RESURFACING OF SR 8A (I-110) FROM SR 30 (US 98) TO SR 8 (I-10), FPID 222467-3-52-01

Recommendation: That City Council adopt Resolution No. 2024-62.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF

PENSACOLA, FLORIDA, SUPPORTING A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF THE MILLING AND RESURFACING OF SR 8A (I-110) FROM SR 30 (US 98) TO SR 8 (I-10), FPID 222467-3-52-01

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2024-62*
Exhibit "A"

14. 24-722 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-60 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE OF SUPPLIES AND PROMOTIONAL ITEMS FOR PENSACOLA POLICE DEPARTMENT'S SHOWCASE AT BLUE ANGEL'S HOMECOMING EVENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-60.

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

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-60*
Supplemental Budget Explanation No. 2024-60
Letter of Certification No. 2024-60

15. 24-733 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-61 - APPROPRIATING INSURANCE PROCEEDS FOR GENERATOR AT FIRE STATION 1

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-61.

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

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-61*
Supplemental Budget Explanation No. 2024-61

16. 24-773 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-63 - AUTHORIZING THE USE OF OSCEOLA GOLF FUND BALANCE TO REPLACE HVAC SYSTEM AT OSCEOLA PRO SHOP

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-63.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND

APPROPRIATIONS FOR THE FISCAL YEAR ENDING 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-63*
Supplemental Budget Explanation No. 2024-63

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

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

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

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

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-522 | City Council | 9/12/2024

MINUTES

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED AUGUST 8, 2024 AND SPECIAL MEETING DATED SEPTEMBER 4, 2024

ATTACHMENTS:

1. Draft: Regular Meeting Minutes Dated 8/8/2024
2. Draft: Special Meeting Minutes Dated 9/4/2024

City of Pensacola

CITY COUNCIL

MINUTES

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

August 8, 2024 | 5:30 PM | Hagler-Mason Conference Room, 2nd Floor

ROLL CALL

Council President Jones called the regular meeting to order at 5:31 P.M.

Council Members Present:	Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins
Council Members Absent:	None
Also Present:	Mayor D.C. Reeves

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Teniade Broughton

AWARDS

None

FIRST LEROY BOYD FORUM

Jennifer Cole: Addressed Council regarding problems with the City parking app when attempting to park at Jefferson Street parking garage.

The following individuals addressed Council regarding mass terminations of Chileans at ST Engineering:

Anita Feliciano

Victor Ramos

Grace Resendez McCaffery

Charlie Dyell
Sam A.
Sarah Brummet
Ron Helms

Chris Curb - Addressed Council on behalf of *Flood Defenders* providing information on National Flood Insurance claims data.

Sherri Myers: Addressed Council regarding the need to call the police upon a neighbor's use of a firearm in his front yard to kill a raccoon located in the median of the street (Parker Drive). She provided copies of the police report with photos of the median where the raccoon was shot and killed.

Gloria Horning: Addressed Council indicating that it has been three (3) years that she has been coming to the City regarding un-permitted French drains installed on residential newly developed homes (adjacent to South DeVilliers Street) and the impacts on her property. Further she indicated she still has not received a grant from FEMA to raise her house due to flooding issues.

Trevor Wyre - no longer in attendance.

(During LeRoy Boyd Forum Council Member Bare made a motion to waive Council's rules to allow speakers to continue addressing Council past thirty (30) minutes. No objections.)

APPROVAL OF MINUTES

1. 24-398 APPROVAL OF MINUTES: REGULAR MEETING DATED JULY 18, 2024

Recommendation: That City Council approve regular meeting minutes dated July 18, 2024.

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

The motion passed by the following vote:

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

APPROVAL OF AGENDA

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

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

CONSENT AGENDA

2. 24-684 AWARD OF BID NO. 24-034 - WEST BLOUNT STREET TRAFFIC CALMING

   Recommendation: That City Council award Bid No. 24-034, Traffic Calming on West Blount Street to Chavers Construction, Inc., of Cantonment, Florida, the lowest and most responsible bidder with a base bid of $89,368, plus a 10% contingency of $8,936, for a total of $98,304. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council approve the reallocation of $98,307 of Local Option Sales Tax Funds from the Traffic Calming Project to the Blount Street Traffic Calming Project.

3. 24-691 CITY OF PENSACOLA FY 2024-25 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN

   Recommendation: That City Council approve the FY 2024-25 Community Development Block Grant (CDBG) Annual Action Plan for the period October 1, 2024 through September 30, 2025 for submission to the U.S. Department of Housing and Urban Development. Further, that City Council approve the City of Pensacola 2024-25 CDBG Program Proposed Budget and Activities Summary. Finally, that City Council authorize the Mayor to take the actions necessary to execute all documents related to the Plan's submission and program administration, consistent with the Mayor's Executive Powers as granted in the City Charter.

4. 24-702 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

   Recommendation: That City Council approve funding of $1,000 to the Ella L. Jordan African American Museum and $300 to Truth For Youth from the City Council Discretionary Funds for District 6.

A motion to approve consent agenda items 2, 3, and 4 was made by Council Member Brahier and seconded by Council Member Patton.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

REGULAR AGENDA

5. 24-678 PUBLIC HEARING- ADOPTION OF THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2025 STORMWATER ASSESSMENT ROLL

Recommendation: That City Council conduct a public hearing on August 8, 2024 to adopt the Annual Assessment Resolution imposing stormwater service assessments and approving the 2025 Stormwater Assessment Roll.

Council President Jones read into the record the purpose of the public hearing and a summary of the Stormwater Assessment Program and proposed assessment methodology.

Finance Director Lovoy provided an explanation of the proposed assessment and Mayor Reeves (sponsor) made follow-up remarks.

Council President Jones indicated he would entertain a motion to begin the public hearing.

Council Member Brahier made a motion to begin the public hearing and seconded by Council Member Patton.

Public input was heard from the following individuals:

Tony Williams
David Anderson
Ron Truett
Chuck McCants
Lawrence McDonald

Mayor Reeves, Finance Director Lovoy, and Council Member Patton clarified there is an appeals process in response to speakers' references.

Public input continued:

Michael Rosen (no longer in attendance)
Harrison Lavtz
Ashley Sarver
Thomas Notaro
Linda Tolbert
Agnes C. Tolbert (waived)
Alice Baker
Doug Mahone
Jason Cortney
Chris Curb
Trevor Wyre (no longer in attendance)
Michael Minton
Nancy Wolfe
Ann Palmquist
Gloria Horning
Christian Wagley
Tabitha Christopher
Sherri Myers

Upon conclusion of public input, Council President Jones called for a vote to close out the public hearing.

The motion passed by the following vote:

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

6. 24-685 RESOLUTION NO. 2024-45 - IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2025 STORMWATER ASSESSMENT ROLL

Recommendation: That City Council adopt Resolution No. 2024-45.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

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

Mayor Reeves (sponsor) made remarks follow-up on public comments (above). Discussion took place among Council with Finance Director Lovoy, Mayor Reeves, and Deputy City Administrator Forte responding to comments and questions accordingly.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

Council President Jones called for a brief recess.

Recessed at 7:48 P.M. and reconvened at 8:00 P.M.

7. 24-704 PUBLIC HEARING - DISPOSITION OF REAL PROPERTY - 2305 WEST CERVANTES STREET

Recommendation: That City Council conduct a public hearing on August 8, 2024 regarding the disposition of real property located at 2305 West Cervantes Street to provide for affordable multifamily rental housing in accordance with the adopted Westside Redevelopment Plan and Chapter 163, Part III, Florida Statutes.

Council President Jones indicated he would entertain a motion to begin the public hearing.

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

There being no public input, Council President Jones called for a vote to close out the public hearing.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

8. 24-703 DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY AND APPROVAL OF LEASE - 2305 WEST CERVANTES STREET

Recommendation: That City Council declare surplus the real property located at 2305 West Cervantes Street, formerly known as the Pensacola Motor Lodge and authorize disposition of the property via direct negotiation with Smith & Henzy Affordable Group. Further, that City Council ratify the Community Redevelopment

Agency (CRA) Board's recommendation to approve a real estate lease agreement with Smith & Henzy Affordable Group as enumerated herein. Finally, that City Council authorize the Mayor to take all action necessary to execute and administer the lease agreement, consistent with the Mayor's Executive Powers as granted by City Charter.

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

Mayor Reeves (sponsor) commended CRA staff and thanked Council for moving this forward. He responded accordingly to questions from Council Member Broughton.

There being no further discussion, the vote was called.

The motion passed by the following vote:

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

9. 24-706 GROUND LEASE WITH INSPIRED COMMUNITIES OF FLORIDA, LLC -LOT 5 OF COMMUNITY MARITIME PARK

Recommendation: That City Council approve and authorize the Mayor to execute the Ground Lease with Inspired Communities of Florida, LLC for the development of Lot 5 of the Vince J. Whibbs Sr. Community Maritime Park (CMP), for a term of 100 years. Also, that City Council authorize the Mayor to execute the Partial Termination of the Master Lease Agreement (MLA), terminating the MLA for Lot 5 of the CMP. Also, that City Council authorize the Mayor to take actions necessary to execute and administer these agreements, consistent with the terms of the agreements and the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Member Wiggins and seconded by Council Vice President Moore.

Mayor Reeves (sponsor) introduced the proposed lease for Council's consideration. Finance Director Lovoy addressed the financial aspects and referred to the (email) communication she sent to Council providing an analysis and comparison on the return on investment between the 2022 proposed lease and the draft being considered (on file with background materials).

Representatives of Inspired Communities of Florida (ICF), Dennis Pemberton, Jr., Executive Managing Director and Tamara Bowens, President & Chief Operating Officer for The Dawson Company, and Jason Snyder, AIA and Hospitality Leader, Senior Associate for Gensler addressed Council with an overhead presentation (on file with background materials). Partner of ICF, Emmitt Smith of EJ Smith Enterprises was also in attendance.

Public input was heard from the following individuals:

Sam Young
Justin Oswald
Leslie Yandle
Gerry Yandle
Sherri Myers
John Endacott
Daniel Levitan
Alexander Brown, Jr.
Kathy Tanner
Katrice Johnson

Discussion ensued among Council with Mr. Pemberton, Mr. Snyder, Ms. Bowen, City Attorney Cobb, Deputy City Administrator Forte, and Mayor Reeves responding accordingly to comments and questions.

During discussion, **Council Vice President Moore referenced copies of a proposed amendment to the lease adding language to Section 5 (e) (on file with background materials) and made a motion to amend seconded by Council Member Bare that City Council add the following language related to construction of initial improvements: <u>"Notwithstanding anything herein to the contrary, at least 70% of the ground-level Improvements located along the exterior perimeter of the Leased Premises other than along its norther boundary ("Ground Level Activation", with the remaining portions of the Improvements along the exterior ground-level perimeter of the Lease Premises being the "Passive Area") shall be designed, built and, following the Completion Deadline, used for active, ground-level uses, accessible from the ground level of the properties adjacent to such portions of the Leased Premises ("Active Uses"). The Ground Level Activation Area shall be calculated based upon the linear measurement of the exterior perimeter of the Leased Premises, less the linear measurement of the northernmost boundary line of the Leased Premises (for example, if total exterior perimeter measurement of the Leased Premises, less the ground-floor measurement of the northern boundary of the Leased Premises, totaled 100 feet, Active Uses would be required in 70 linear feet of that same area). "Active Uses" shall mean permanent retail, incubator workspace, lobbies, or shared spaces, as well as semi-permanent recessed or arcaded areas containing "creative jewel boxes" or pop-down retail, along with such other designs and uses as may be approved with the prior written consent of Lessor, such consent not to be unreasonably withheld, conditioned or delayed. Further, following the Completion Deadline, the eastern-facing Passive Area will all feature pop-ups, green walls, murals, or serious decorative screens/artwork."</u>**

Council Vice President Moore made follow-up remarks thanking City Attorney Cobb and Council staff for working to get this language prepared and distributed.

There being no further discussion, **the vote was called on the amendment**.

The motion on the amendment passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

There being no further discussion, **the vote was called on the main motion as amended.**

The main motion as amended passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

10. 24-695 REALLOCATION OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDING FOR REVIEW AND REWRITE OF THE LAND DEVELOPMENT CODE PHASE II

Recommendation: That City Council reallocate American Rescue Plan Act (ARPA) funding in the amount of $389,320 from various projects to fund Phase II of the Review and Rewrite of the Land Development Code (LDC).

A motion to approve was made by Council Vice President Moore and seconded by Council Member Wiggins.

Mayor Reeves (sponsor) explained the purpose of the reallocation of funds.

There being no discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

11. 24-677
SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-57 - ADVANCEMENT AND RE-ALLOCATION OF LOCAL OPTION SALES TAX (LOST) IV FUNDS FOR WAYSIDE LIVING SHORELINE & SEAWALL PROJECT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-57:

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

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

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

12. 24-654 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-55 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE - PENSACOLA HIGH SCHOOL FOOTBALL BOOSTERS CLUB, INC.

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-55.

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

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

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

13. 24-694 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024 - 058 - LAW ENFORCEMENT TRUST FUND (LETF) - DONATION TO LEMONADE STAND BOOTCAMP, INC.

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-058.

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

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

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

COUNCIL EXECUTIVE’S REPORT

Council Executive Kraher reminded Council of the FY 2025 Budget Workshop scheduled for August 12th at 8:30 A.M.

MAYOR’S COMMUNICATION

Mayor Reeves announced the upcoming American Magic races in Barcelona, Spain.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Wiggins congratulated Clerk Public Records Coordinator Graham on her completion of her Master's Degree in Public Administration.

Council Member Bare commented on the number of August birthdays of Council Members.

SECOND LEROY BOYD FORUM

Sherri Myers was no longer in attendance.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 10:08 P.M.

****

Adopted: ___________________________________

Approved: ___________________________________
Casey Jones, President of City Council

Attest:

____
Ericka L. Burnett, City Clerk

City of Pensacola

CITY COUNCIL

MINUTES

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

September 4, 2024 | 5:30 PM | Hagler-Mason Conference Room, 2nd Floor

ROLL CALL

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

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

Council Members Absent: None

Also Present: Mayor D.C. Reeves

DISCUSSION ITEMS

1. 24-808 SPECIAL MEETING AND PUBLIC HEARING TO ADOPT TENTATIVE MILLAGE RATES AND TENTATIVE BUDGETS FOR FISCAL YEAR 2025

Recommendation: That City Council hold a special meeting and public hearing for the purpose of adopting the proposed millage rates and the hearing of public comments on the proposed budgets for the Downtown Improvement Board and the City of Pensacola for Fiscal Year 2025.

Council President Jones indicated the purpose of this special meeting is to conduct the first public hearing to adopt tentative millage rates for the City of Pensacola and the Downtown Improvement District for 2024 and tentative budgets for the Fiscal Year 2025, and that the second (final) public hearing will be held at a special meeting on Wednesday, September 11, 2024, at 5:30 P.M. He then read into the record and explained that the TRIM law requires strict conformance with exacting procedures in order to lawfully adopt millage levies and budgets. In adherence with those procedures, he indicated the first substantive issue to be discussed must be the percentage increase over the "rolled-back" rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased; and further that the proposed tentative millage rate of 4.2895 mills for the City and 2.0000 mills for the Downtown Improvement District constitutes an 7.67% increase of property taxes over the aggregate rolled-back rate which is 4.1049 mills. He also stated the basis for the rolled-back rate.

Finance Director Lovoy indicated the proposed increase over the rolled-back rate is to maintain services and meet increased costs.

Further, Council President Jones stated the public must be permitted to speak and ask questions prior to the adoption of any measures and explained other requirements under Section 166.241(2) of the Florida Statutes.

ACTION ITEMS

2. 24-805 RESOLUTION NO. 2024-67 - TENTATIVELY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT DISTRICT FOR 2024

Recommendation: That City Council adopt Resolution No. 2024-67:

A RESOLUTION TENTATIVELY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA INCLUDING THE DOWNTOWN IMPROVEMENT DISTRICT FOR 2024; PROVIDING AN EFFECTIVE DATE.

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

There being no discussion or public input, the vote was called.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

3. 24-806 RESOLUTION NO. 2024-68 - ADOPTING A TENTATIVE BUDGET FOR THE CITY OF PENSACOLA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024

Recommendation: That City Council adopt Resolution No. 2024-68:

A RESOLUTION ADOPTING A TENTATIVE BUDGET FOR THE CITY OF PENSACOLA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; MAKING TENTATIVE APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT ON ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; PROVIDING FOR AN

EFFECTIVE DATE.

A motion to adopt was made by Council Vice President Moore and seconded by Council Member Patton.

There being no discussion or public input, the vote was called.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

4. 24-807 RESOLUTION NO. 2024-69 - ADOPTING A TENTATIVE BUDGET FOR THE DOWNTOWN IMPROVEMENT BOARD FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024

Recommendation: That City Council adopt Resolution No. 2024-69:

A RESOLUTION ADOPTING A TENTATIVE BUDGET FOR THE CITY OF PENSACOLA DOWNTOWN IMPROVEMENT BOARD FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; PROVIDING AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Patton and seconded by Council Vice President Moore.

There being no discussion or public input, the vote was called.

The motion passed by the following vote:

Yes: 7 Casey Jones, Jared Moore, Charles Bare, Jennifer Brahier, Teniade Broughton, Allison Patton, Delarian Wiggins

No: 0 None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 5:40 P.M.

****

Adopted: ___________________________________

Approved: ___________________________________
Casey Jones, President of City Council

Attest:

____
Ericka L. Burnett, City Clerk

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-824 | City Council | 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

APPOINTMENTS - FIRE PREVENTION BOARD OF APPEALS

RECOMMENDATION:

That City Council reappoint Michael Ritz and appoint Melanie Luna to a three-year term expiring August 31, 2027; and appoint Don Hackett, Jr. to an unexpired term ending August 31, 2025.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This board was established by Council ordinance as a board of appeals to review grievances regarding the decisions of the Fire Marshal. This board meets on an as-needed basis.

The following have been nominated or are incumbents the wish to be considered for reappointment:

Nominee:	**Nominated by**:
Don Hackett, Jr.	Brahier
Melanie Luna	Patton
Michael Ritz	Incumbent

PRIOR ACTION:

City Council makes appointments to this board once every two years.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Nomination Form - Don Hackett Jr.
3. Application of Interest - Don Hackett Jr.
4. Resume - Don Hackett Jr
5. Nomination Form - Melanie Luna
6. Application of Interest - Melanie Luna
7. Resume - Melanie Luna
8. Application of Interest - Michael Ritz

PRESENTATION: No

Fire Prevention Board of Appeals

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Barber, Ian	Member	Council	0	2024	8/31/2023	1/17/2019	3	
Larson, Jay	building construction	Council	6	2024	8/31/2022	9/9/2004	3	
Lee, James	Insurance Agent	Council	9	2024	8/31/2024	8/23/1990	3	
Ritz, Michael	Construction	Council	1	2024	8/31/2024	1/17/2019	3	
VACANT, VACANT	Alternate Member	Council	0	2024	8/31/2023	8/14/2008	3	
VACANT, VACANT	Member	Council	0	2024	8/31/2025	1/17/2019	3	
VACANT, VACANT	Security Equipment/Altern	Council	0	2024	8/31/2026	1/17/2019	3	

Term Length: THREE YEAR TERMS

COMPOSED OF FIVE MEMBERS AND TWO ALTERNATE MEMBERS APPOINTED BY COUNCIL. MEMBERS SHALL HAVE EXPERTISE IN BUILDING CONSTRUCTION AND FIRE SAFETY STANDARDS. NO MORE THAN ONE OF SAID MEMBERS OR THEIR ALTERNATES SHALL BE ENGAGED IN THE SAME BUSINESS, PROFESSION, OR LINE OF ENDEAVOR.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jennifer Brahier, do nominate Don Hackett Jr.
(Nominee)

3955 Bonway Drive (Home Address) (850)572-1568 (Phone)

110 Raby Avenue (Business Address) (Phone)

D1Hackett@BOP.Gov (Email Address)

City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
FIRE PREVENTION BOARD OF APPEALS
(Three-year term expiring 8/31/2027)

Provide a brief description of nominee's qualifications:

Don has a broad background in assessing risk and in fire safety. He is extremely reliable and will use best standards in reviewing concerns.

[signature]
City Council Member

I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.

Ericka L. Burnett

Ericka L. Burnett, City Clerk

Ericka Burnett

From:	noreply@civicplus.com
Sent:	Monday, August 19, 2024 8:50 AM
To:	Ericka Burnett; Robyn Tice
Subject:	[EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

Application for Boards, Authorities, and Commissions - Mayoral Appointment

This application will be utilized in considering you for appointment by the Mayor to various boards and advisory committees. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

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

If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Don "E" Hackett Jr.
Home Address	3955 Bonway Dr. Pensacola Fl 32504
Business Address	110 Raby Ave. Pensacola Fl 32509
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8504587213
Email Address	D1Hackett@BOP.Gov
Upload Resume (optional)	General Resume, Simplified.docx

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	1
If yes, how long have you been a City resident?	5+ Years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Fire Prevention Board of Appeals
Please list the reasons for your interest in this position:	I am currently in law enforcement, with a Fire and Safety background. It has recently come to my attention that this position is lacking a full cadre and thought I could help out if a need arises.
Do you currently serve on a board?	No
If yes, which board(s)?	*Field not completed.*
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Don “E” Hackett Jr.
850.458.7213
D1Hackett@BOP.Gov
3955 Bonway Drive, Pensacola, Florida 32504

Federal Bureau of Prisons

Reentry Affairs Coordinator (07/2024- Present)

Non-Residential Drug Treatment Specialist (12/2018 – 07/2024)

Residential Drug Treatment Specialist (1/2012 – 12/2018)

Collateral Duties:

- Self-Contained Breathing Instructor SCBA, T4T (Trainer for Trainers) 05/2022 – Present
- Evidence Recovery Team T4T (Trainer for Trainers) / prior instructor, 08/2022 – Present
- De-Escalation Instructor Skills Trainer, 09/2022 – Present
- Acting Safety and Occupational Health Manager / Environmental and Safety Compliance Administrator 09/2017-06/2018
- Alternate and Periodic Acting Safety and Occupational Health Manager / Environmental and Safety Compliance Administrator 06/2016 -08/2021

Past Employment

Addictions Counselor, Pensacola Metro Treatment Center (04/2005 – 01/2012)

Residential Monitor, Keeton Corrections (08/2004 - 04/2005)

Aftercare Counselor, Office of Juvenile Studies (08/2003 – 06/2004)

Certification

Florida Certified Addictions Professional (CAP & ADC) # ADC-009249-2015, Active

Florida Certified Addictions Counselor License # 5336, Inactive

Florida Certified Behavioral Health Technician License #3804, Inactive

Florida Fire I & II, License #150372, Inactive

CPR/First Aid/AED, Active

First Responder, Inactive

Crime Scene Technician Certification

Industrial Fire Brigade Training (BOP)

Don “E” Hackett Jr.
850.458.7213
D1Hackett@BOP.Gov
3955 Bonway Drive, Pensacola, Florida 32504

Safety Related Training
Life Safety Code Seminar at MSTC Colorado, April 9-11, 2019, 24 hours

Correctional Fire Brigade at Jacksonville Fire Academy, September 24-28, 2018, 40 hours

FBOP Safety Policy Training in Kansas City, August 6-10, 2018
NFPA 1081 & OSHA 1910.157 (g), 40 hours

- Safety Management, Advanced, 24 Hours
- Code Requirements for Maintaining Fire & Life Safety Systems, 2 Hours
- Fire Extinguisher Maintenance, 2 Hours
- Introduction to Fire Investigation, 2 Hours
- Introduction to Fire Plan Development, 2 Hours
- Introduction to Fire Protection, 2 Hours
- Safety, National 6 Hours

Fire Fighter I &II, 450 hours, Pensacola State College

- FFP0021C Fire Minimum Standards 15 Credit Hours

FFP1000	Intro to Fire Science	3 Credit Hours	
FFP2201	Rescue Practice	3 Credit Hours	
FFP2826	National Incident Mgmt.	3 Credit Hours	
FFP1140	First Responder	3 Credit Hours	
00654	CPR	.6 Credit Hours	
HSC1590W	AIDS/OSHA Health	1 Credit Hour	

FEMA Intro to the ICS	IS-00100.a
FEMA Intro to the ICS	IS-00100.b
FEMA ICS for single resources and initial action incidents	IS-00200.a
FEMA ICS for single resources and initial action incidents	IS-00200.b
FEMA National Incident Management Systems	IS-00700
FEMA National Response Framework, an introduction	IS-00800.B
OSHA Intro to OSHA for other Federal agencies	60080

Crime Scene Technician Certification, Pensacola State College

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Allison Patton, do nominate Melanie Luna
(Nominee)

1600 N Spring Street
(Home Address)

850-712-2916
(Phone)

(Business Address)

(Phone)

mcatches44@gmail.com
(Email Address)

City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER
FIRE PREVENTION BOARD OF APPEALS
(Three-year term expiring 8/31/2027)

Provide a brief description of nominee's qualifications:

Melanie is a smart, passionate, engaged member of our community who will be a valuable member of the Fire Prevention Board. She is interested in assisting our Fire Marshall in his efforts to focus on excellence in the area of fire prevention and safety. Melanie serves on numerous boards and she will use this experience as well as her work related training as a member of the Fire Prevention Board.

City Council Member

I hereby certify that the above nomination was submitted to my office within the time limitations prescribed by the Rules and Procedures of Council.

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From:	noreply@civicplus.com
Sent:	Sunday, August 11, 2024 6:55 PM
To:	Ericka Burnett; Robyn Tice
Subject:	[EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

(Section Break)

Personal Information

Name	Melanie Luna
Home Address	1600 N Spring St Pensacola, FL 32501
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8507122916
Email Address	mcatches44@gmail.com
Upload Resume (optional)	MASTER Resume Luna.docx

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	10 years
Do you own property within the City limits?	No
Are you a registered voter in the city?	Yes
Board(s) of interest:	Fire Prevention Board of Appeals
Please list the reasons for your interest in this position:	I am passionate about serving our community and ensuring the safety and well-being of our residents. The opportunity to contribute to the city's efforts in fire prevention and safety aligns with my commitment to making Pensacola a safer place for everyone. I am ready to serve wherever needed and look forward to being an active and dedicated member of the board.
Do you currently serve on a board?	No
If yes, which board(s)?	*Field not completed.*
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Female
Race	Caucasian

Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Melanie Elizabeth Luna
850.712.2916 | mcatches44@gmail.com

Education

University of West Florida — May 2021
Bachelor of Science in Athletic Training, Summa Cum Laude
University of Central Florida — December 2008
Bachelor of Arts in Political Science; Minor Communication, Advertising/Public Relations

Professional Experience

Escambia County Contractor Competency Board — February 2024–Present
Board of County Commissioner Appointed Lay Person
Local Pulse Pensacola — July 2023–Present
Health & Wellness Columnist
Red Iron Design House — July 2023–Present
Brand Specialist
Life's A Dance 501(c)3 — February 2023–Present
Executive Director
Kinex Medical — February 2020–April 2023
Territory Manager**,** Sales Service Representative for Durable Medical Equipment
Trial Lawyers of Mass Torts — September 2022–Present
On-site Director: Construct, Oversee & Streamline Conference/Vendor(s); Domestic & International Conferences
Life's A Dance Studio — January 2020–Present
Co-Founder
Life's A Dance Show — January 2020–Present
Co-Founder, Co-Director, Director of Fundraising Development
RMG Global
Director of Operations, Remote — June 2013–2022
Medallion — August 2008–June 2013
Director of Public Relations

Volunteer Experience

Sacred Heart Cathedral School Substitute Teacher	2024–Present
Leadership Pensacola Curriculum Community Awareness & Advocacy	Class of 2025
University of West Florida Women of Wellness Leadership Mentor	2023–Present
United Way–Development Advisory Council Member	2023–Present
United Way–Working Group for Glitz & Gallop Event	2023–Present
Health & Hope Clinic–AMGEN Grant Advisory Council	2023–Present
AMIKids–Board of Trustees Member	2023–Present
Leadership Pensacola Curriculum Community Awareness & Advocacy Chair	Class of 2024
Feeding the Gulf Coast Volunteer	2021–Present
Leadership Pensacola, Class of 2023–Executive Committee, Co-Fundraising Chair	Class of 2023
Pensacola Mess Hall–Board of Directors, Member	October 2022–Present
CA Weis–Partner in Education	January 2023–Present
Pensacola Youth Soccer–U5 Coach	September–November 2022
Community Ambassador for Women's Empowerment	August 2022–Present
Life's A Dance–Co-Founder & Co-Director of charity show showcasing Dancing With The Stars talent, world international professionals, and local celebrities. Duties include, but not limited to, creation of show script, coordination of pre-casting party and VIP after-party, coordination of celebrity talent, and fundraising/sponsorship for the event	2020–Present

Junior League of Pensacola–Member, Volunteer; Women's Empowerment Committee Present
Bread & Table–Member, Volunteer; Feeding The Gulf Coast 2021–Present
EntreCon–Volunteer Organizer and Volunteer November 2022
Greater Pensacola Chamber TRC Campaign September–November 2022
Ronald McDonald House–Volunteer: Household chores, answering and direct calls, taking information for prospective families, meal donations, perform house tours, etc. 2004–Present
Open Book–Collection and packaging of books to be sent to prisoners 2017–2022
UWF Argo Pantry Volunteer–Collecting, donating, and volunteering at the facility; Assisting students to receive necessities 2018–2020
ATS Medical Volunteer, Run Disney Half & Full Marathon—Administer first aid, medical assistance, and support to runners: Orlando, FL January 2020
Andrews Research & Education Foundation—Conference correspondence and facilitation of presented information 2018–2019
ATS Medical Volunteer, Pensacola Women's Half Marathon—Administer first aid, medical assistance, and support to runners November 2019 & 2020
UWF Athletic Training (AT) Program Outreach & Education for Tate High School—Toured students from Tate HS; Assisted in explanation and demonstration of the AT program January 2019
UWF Rec Fest–Offered the opportunity for students to learn more about the program; Intra-department relationship building January 2018–2019
UWF Blizzard Bash–Campus outreach to promote awareness for the athletic training program January 2018–2019
National Society of Collegiate Scholars–Founder, President UWF January 2019–May 2021

Certifications

National Provider Identification: NPI 1467083923
American Red Cross CPR & AED, Expires 07/24/2024
QPR Gatekeeper, Expires 04/13/2025
CrossFit Level I, Level II, Mobility, Weightlifting, Rowing
International Sports Sciences Association
American Council on Exercise

Professional Affiliations

AlltogetHER, Carol Carlan	Contributor, Speaker
UWF Women's Leadership Conference	Contributor
United Way	Development Board Member
United Way	Board Working Group
Health & Hope Clinic	AMGEN Grant Advisory Councilmember
AMIkids	Board of Trustees Working Group
Life's A Dance	Executive Director
Pensacola State College Champion's Club	Executive Board Member
Pensacola State College Alumni	Board Member
Pensacola Mess Hall	Board Member
CA Weis	Partnership in Education
Greater Pensacola Chamber Leadership Pensacola Curriculum	Leader, June 2023–Present
Leadership Pensacola	Class of 2023, Executive Committee Member
Junior League of Pensacola	New Member 2022
Greater Pensacola Chamber	Member
Pre-PA Club	Marketing & Public Relations Chair, Spring 2021
The National Society of Collegiate Scholars	Founding Chapter President, Fall 2019 – Spring 2021
Iota Tau Alpha Athletic Training Honor Society	Chapter President, Fall 2020 – Spring 2021
	Executive Vice President, 2019–2020

University of West Florida Athletic Training Students' Association	Chapter President, 2020–2021
	Member, 2018–2020
Student of the Month Committee	Junior Chair, 2018–2019
	Senior Chair, 2019–2020
Alpha Epsilon Delta Medical Honor Society	Member, 2018–2021
The Athletic Trainers' Association of Florida	Member, Since August 2018
National Athletic Trainers Association	Member, Since August 2018

Ericka Burnett

From:	noreply@civicplus.com
Sent:	Tuesday, June 4, 2024 10:32 PM
To:	Ericka Burnett; Robyn Tice
Subject:	[EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

(Section Break)

Personal Information

Name	Michael Francis Ritz
Home Address	1415 E. La Rua St Pensacola, FL 32501
Business Address	1010 N. 12th Ave Ste.201 Pensacola, FL 32501
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	8504385416
Email Address	gcbc@gcbc.biz
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	+10
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	City of Pensacola Fire Prevention Board of Appeals
Please list the reasons for your interest in this position:	I am appreciative of the time I have been privileged to be a board member.
Do you currently serve on a board?	Yes
If yes, which board(s)?	City of Pensacola Fire Prevention Board of Appeals
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-719 City Council 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF BID NO. 24-039 - 2024 ADA SIDEWALK REPAIR PROJECT PHASE 1

RECOMMENDATION:

That City Council award the contract for Bid No. 24-039 to Gulf Beach Construction, the lowest and most responsible bidder, for a base price of $179,592.00, plus a 10% contingency in the amount of $17,959.20, for a total contract price of $197,551.20 for 2024 ADA Sidewalk Repair Phase I Project. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this project is to restore ADA-compliant sidewalk connectivity and improve walkability throughout the city. The City website contains the background information related to the methodical process implemented to identify and repair sidewalks throughout the City. This phased approach to repair the sidewalks sections that are out of compliance with ADA standards has been a great success. This newest phase, which is the first phase for this year, will continue the progress towards eventually addressing all ADA sidewalk issues. City anticipates several more phases to be performed over the coming years to complete the ADA sidewalk repair program.

The project limits for this phase of ADA sidewalk repairs are identified in the map attached, as well as within the scope of work. Both are contained within Attachment C.

PRIOR ACTION:

None

FUNDING:

Budget:	$ 260,858.00	LOST GENERAL ADA IMPROVEMENTS
Actual:	$179,592.00	Award of Bid Amount
	$17,959.20	10% Contingency
	$14,655.00	Engineering Allocation
	$1,200.00	Testing/Miscellaneous
	$213,406.20	TOTAL

FINANCIAL IMPACT:

Funding is currently allocated through the Local Option Sales Tax Fund (LOST IV) General ADA Improvements account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Amy Miller, Interim City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director Public Works and Engineering

ATTACHMENTS:

1. Notice of Intent to Award - Bid No. 24-039
2. Attachment C - Map and Scope

PRESENTATION: No

PENSACOLA
FLORIDA'S FIRST & FUTURE

FINANCIAL SERVICES
PURCHASING

TO: Respondents to Bid No. 24-039, 2024 Sidewalk ADA Repair Project, Phase 1

FROM: Dedria Lunderman, Purchasing Manager

DATE: August 2, 2024

SUBJ: Notice of Intent to Award

The City of Pensacola intends to award the contract to Gulf Beach Construction, Inc., as indicated on the attached tabulation. Thank you for your interest in the City's project. This notice serves as the City's notice of intent to award.

Protest of the intent to award must be in writing and received in the Purchasing Office within five business days, no later than 10:00 A.M. on August 8, 2024. Protest must be delivered to:

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

A detailed explanation of the protest must specify each and every one of the grounds asserted for the protest. It must be signed by an individual authorized to represent the bidder, and must cite the law, rule, local ordinance, procedure or ITB provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

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

c: Amy Tootle, Director of Public Works & Facilities, City of Pensacola
Brad Hinote - City Engineer, City of Pensacola

TABULATION OF BIDS

BID NO: 24-039

TITLE: 2024 SIDEWALK ADA REPAIR PROJECT, PHASE 1

Submittals Due: 07/25/2024, 2:30 P.M. Department: Engineering	GULF BEACH CONSTRUCTION, INC. Gulf Breeze, FL	CHAVERS CONSTRUCTION, INC. Cantonment, FL	SITE & UTILITY, LLC Pensacola, FL	JRM CONSTRUCTION GROUP, INC. Pace, FL	J & A CONTRACTING SERVICES, LLC Lynn Haven, FL
Base Bid	$179,592.00	$208,346.00	$217,055.00	$237,491.76	$288,758.00

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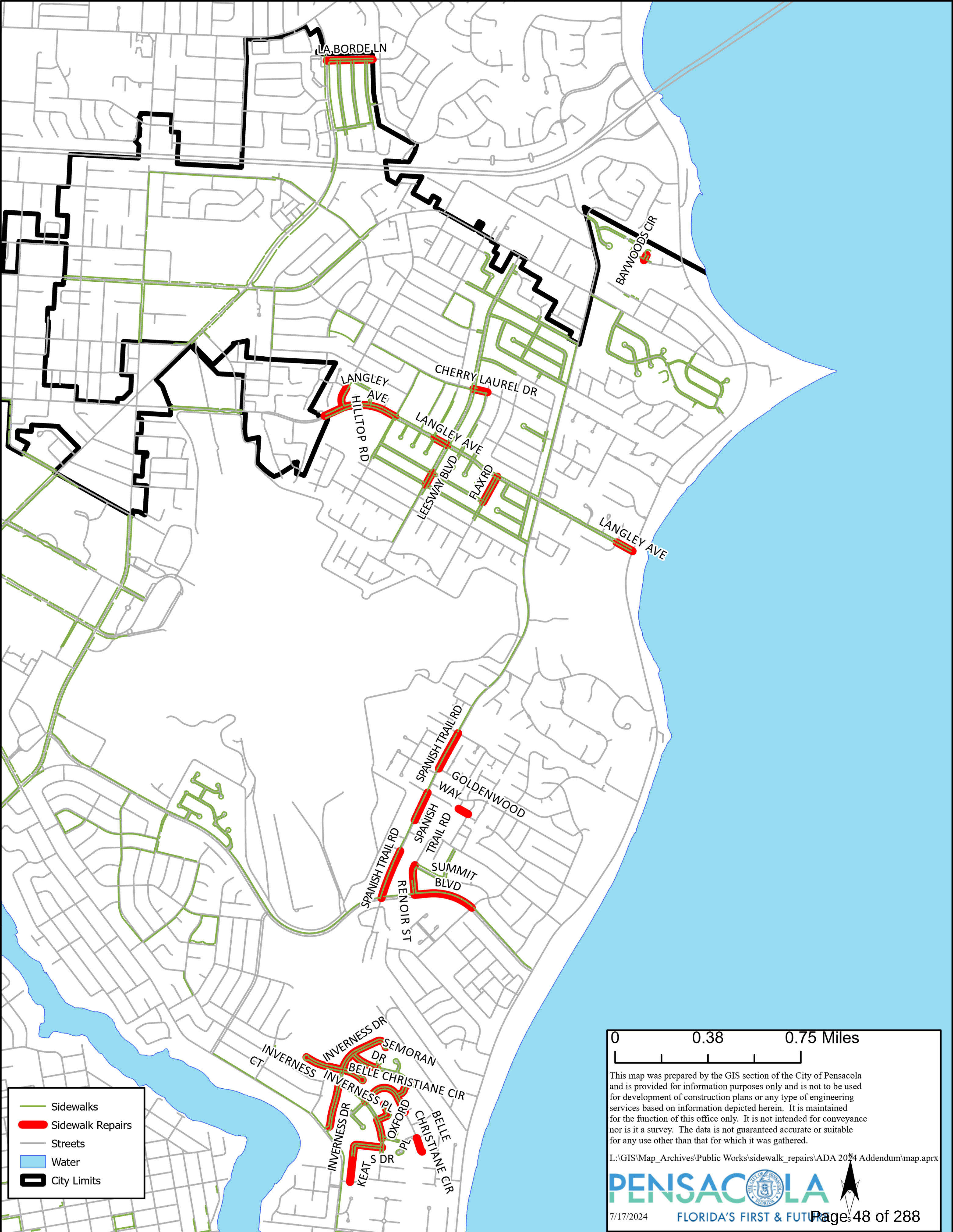
LA BORDE LN
BAYWOODS CIR
CHERRY LAUREL DR
LANGLEY AVE
HILLTOP RD
LANGLEY AVE
LEESWAY BLVD
FLAX RD
LANGLEY AVE
SPANISH TRAIL RD
GOLDENWOOD WAY
SPANISH TRAIL RD
SPANISH TRAIL RD
SUMMIT BLVD
RENOIR ST
INVERNESS DR
SEMORAN DR
INVERNESS CT
BELLE CHRISTIANE CIR
INVERNESS PL
OXFORD PL
BELLE CHRISTIANE CIR
INVERNESS DR
KEATS DR
Sidewalks
Sidewalk Repairs
Streets
Water
City Limits
0
0.38
0.75 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.
L:\GIS\Map_Archives\Public Works\sidewalk_repairs\ADA 2024 Addendum\map.aprx
PENSACOLA
FLORIDA'S FIRST & FUTURE
7/17/2024

2024 SIDEWALK ADA REPAIR PROJECT, PHASE 1

Scope of Work

The scope of this project is the repair of 4' wide and 5' sidewalks to ADA compliance. The efforts associated with this project include, but are not limited to, installation of sidewalk ramps, excavation, removal/replacement of existing landscaping, site grading, installation of form work, concrete work, and sodding. All work shall be in accordance with the general notes, and specifications included as part of this project manual. Below is the street name and limits of work for the proposed sidewalk repair. The contractor shall bid this project according to the constraints of the general notes, and specifications. A site visit to determine any unforeseen issues is strongly recommended.

Street Name	***Street Segment & Linear Feet***	***Street Name***	***Street Segment & Linear Feet***
Spanish Trail	**Whiteleaf Cir. to New Hope Dr. (190 ft.)**	**Oxford Dr**	**Belle Christian Cir to Oxford Pl. (35 ft.)**
Inverness Dr	**Bayou Blvd. to Oxford Dr. (150 ft.)**	**Summit Blvd**	**Renoir Dr. to Goya Dr. (35 ft.)**
Belle Christiane Cir	**Belle Christian Dr. to Dead End (150 ft.)**	**Spanish Trail**	**Wexford Cir. to Woodwind Pl. (30 ft.)**
Keats Dr	**Oxford Dr. to Windemere Dr. (108 ft.)**	**Inverness Ct**	**Inverness Dr. to Dead End (20 ft.)**
Inverness Dr	**Semoran Dr. to Dead End (90 ft.)**	**Oxford Pl**	**Oxford Dr. to Dead End (20 ft.)**
Langley Ave	**Scenic Hwy to Avenida Maria (75 ft.)**	**Semoran Dr**	**Inverness Dr. to Semoran Ct. (18 ft.)**
Inverness Pl	**Inverness Dr. to Dead End (60 ft.)**	**La Borde Ln**	**Northpointe Rd. to 9th Ave. (200 ft.)**
Inverness Ct	**Inverness Dr. to Dead End (60 ft.)**	**Baywoods Circle**	**Baywoods Dr. to Dead End (150 ft.)**
Goldenwood Dr	**Argenta Dr. to Montesorri Dr. (54 ft.)**	**Cherry laurel Dr**	**Leesway Blvd. to Adelyn Dr. (150 ft.)**
Spanish Trail	**Summit Blvd. to Wexford Cir. (45 ft.)**	**Hilltop Dr**	**Langley Ave to Agincourt Dr. (85 ft.)**
Renoir Dr	**Summit Blvd. to Marjean (50 ft.)**	**Langley Ave**	**Leesway Blvd to San Gabriel Dr. (80 ft.)**
Semoran Pl	**Belle Christian Cir. to Semoran Dr. (40 ft.)**	**Leesway Blvd**	**Kingsberry Dr. to Lynn Ora Dr. (75 ft.)**
Inverness Dr	**Inverness Pl. to Dead End (40 ft.)**	**Langley Ave**	**Kristen Dr. to Hibiscus Ct. (40 ft.)**
Belle Christiane Cir	**Belle Christian Dr. to Oxford Dr. (36 ft.)**	**Langley Ave**	**Hilltop Dr. to Cape Trafalgar Dr. (40 ft.)**
Keats Dr	**Windermere Dr. to Oxford Dr. (36 ft.)**	**Flax Rd**	**Langley Ave. to Kingsberry Ct. (40 ft.)**

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 24-804 City Council 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT NO. 3-12-0063-054-2024 - AIRPORT PARKING APRON DESIGN

RECOMMENDATION:

That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant Agreement No. 3-12-0063-054-2024 for Aircraft Parking Apron design in the amount of $329,945.00 with a $36,661.00 local match for a total grant value of $366,606.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola International Airport is eligible to receive annual grants in aid from the Federal Aviation Administration (FAA), under the Bipartisan Infrastructure Law (BIL), to help cover the costs of certain safety, security, or capacity projects needed for the ongoing operation and development of the facility. These grants, offered under the FAA's Airport Infrastructure Grant (AIG), are based on passenger enplanements.

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

The Airport has already been awarded a Florida Department of Transportation (FDOT) grant which provides funding for the apron's National Environment Policy Act (NEPA) documentation and a Defense Community Infrastructure Pilot Program (DCIP) grant which provides funding for the apron's construction.

In response to the application filed by Airport Staff, the FAA has offered a grant in the amount of $329,945.

PRIOR ACTION:

August 18, 2022 - City Council adopted Resolution 2022-079 authorizing the Mayor to coordinate with FDOT to reallocate funding from grant 420300-4 Taxiway D Upgrade Design to grant 420300-6 Corporate Apron Expansion - NEPA.

October 13, 2023 - City Council approved resolution 2022-097 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 420300-6-94-01 with FDOT for the Corporate Apron Area Expansion National Environment Policy Act (NEPA) documentation.

October 13, 2023 - City Council approve the acceptance of the Public Transportation Grant Agreement No. 420300-6-94-01 in the amount of $95,000 to provide partial funding for the Corporate Apron Area Expansion National Environment Policy Act (NEPA) documentation.

September 14, 2023 - City Council approved the acceptance of the Defense Community Infrastructure Pilot Program Grant in the amount of $4,952,000 to provide funding for construction of the Aircraft Parking Apron.

September 14, 2023 - City Council adopted Supplemental Budget Resolution 2023-057 in the amount of $4,952,000 to appropriate funding for construction of the Aircraft Parking Apron.

FUNDING:

Budget:	$329,945.00	FAA Grant 3-12-0063-054-2024
	36,661.00	Airport Capital Funds
	$366,606.00	
Actual:	$366,606.00	Aircraft Parking Apron Design
	$366,606.00	

FINANCIAL IMPACT:

Pensacola International Airport routinely request grant funding from the FAA as part of an annual work program. In anticipation of this grant, funds were allocated in the fiscal year 2024 budget. In fiscal year 2024, funding in the amount of $329,945 has been appropriated in the Airport's grant account and funding in the amount of $36,661 has been appropriated in the Airport's capital improvement account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. FAA Grant Agreement No. 3-12-0063-054-2024

PRESENTATION: No

U.S. Department of Transportation Federal Aviation Administration

Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

August 19, 2024

Mr. Matthew Coughlin
Airport Director
Pensacola International Airport
2430 Airport Blvd. Suite 225
Pensacola, Florida 32504

Dear Mr. Coughlin:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-12-0063-054-2024 at Pensacola International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

<u>You may not make any modification to the text, terms or conditions of the grant offer.</u>

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **<u>same day or after</u>** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 16, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. <u>We expect you to submit payment requests for reimbursement of allowable incurred project expenses</u>

consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Chastity Clark, (407) 487-7226, chastity.clark@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Juan C. Brown (Aug 19, 2024 16:19 EDT)

Juan C. Brown
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	August 19, 2024
Airport/Planning Area	Pensacola International Airport
Airport Infrastructure Grant Number	3-12-0063-054-2024
Unique Entity Identifier	UBMRAF87HQF5

TO: City of Pensacola

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 5, 2024, for a grant of Federal funds for a project at or associated with the Pensacola International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pensacola International Airport (herein called the "Project") consisting of the following:

Expand Corporate Apron (Design Only)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $329,945.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $329,945 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 16, 2024, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects, if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

   1. 15 percent; or

   2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

   1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

   2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

   3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

a. *Posting of contact information.*

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
   i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
   ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
   iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
   i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
   ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      a) Associated with performance under this Grant; or
      b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
   i. Associated with performance under this Grant; or
   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
   ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:
   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
   ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
   ii. Includes:
      a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated December 5, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;

iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

28. **Mothers' Rooms.** As a small, medium, or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

30. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available at any time during calendar year 2022 to not prohibit or restrict the sale or self-fueling of such aviation gasoline. This requirement remains until the earlier of 2030 or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as deemed appropriate by the Administrator. The Sponsor understands and agrees that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Juan C. Brown (Aug 19, 2024 16:19 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Manager

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated ______________________________

City of Pensacola
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ____________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Florida___. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at ______________________________________

By: ______________________________

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

      It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport’s property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Pensacola, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial selfsufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for BIL projects as of July 05, 2024.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-818 | City Council | 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TAXIWAY A REHABILITATION (SOUTH) DESIGN

RECOMMENDATION:

That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant for Taxiway A Rehabilitation (South) - Design in the estimated amount of \$1,170,000.00 with a \$130,000.00 local match requirement for a total grant value of \$1,300,000.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola International Airport is eligible to receive annual grants in aid from the Federal Aviation Administration (FAA), under the Bipartisan Infrastructure Law (BIL), to help cover the costs of certain safety, security, or capacity projects needed for the ongoing operation and development of the facility. These grants, offered under the FAA's Airport Infrastructure Grant (AIG) program, are based on passenger enplanements.

As part of the annual budget process, Airport Staff works with FAA personnel to identify projects that qualify for AIG reimbursement and submits pre-applications and applications to the FAA accordingly. For this year, Airport Staff, working with the FAA Airports District Office, identified the requirement for design cost related to the rehabilitation of Taxiway A South due to pavement condition.

In response to the application filed by Airport Staff, the FAA has offered a grant in the estimated amount of \$1,170,000.00. On August 21, 2024, the Airport received notification from the FAA that current year grants will have a tight deadline between the time the grant agreement is received and when signatures are required. The FAA anticipates the release of the grant agreement for signature in early September with an execution deadline of September 16, 2024. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied a letter of support for this project. Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to accept and execute this grant based on the FAA letter of support.

PRIOR ACTION:

N/A

FUNDING:

Budget:	$1,170,000.00	FAA Airport Infrastructure Grant
	130,000.00	Airport Capital Funds
	$1,300,000.00	
Actual:	$1,300,000.00	Taxiway A Rehabilitation - Design (Estimate)
	$1,300,000.00	

FINANCIAL IMPACT:

Pensacola International Airport routinely request grant funding from the FAA as part of an annual work program. In anticipation of this grant, funds were allocated in the fiscal year 2024 budget. In fiscal year 2024, funding in the amount of $1,170,000.00 has been appropriated in the Airport's grant account and funding in the amount of $130,000.00 has been appropriated in the Airport's capital improvement account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. FAA Letter of Support-Taxiway A Rehabilitation (South) - Design

PRESENTATION: No

U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

August 21, 2024

Matthew F. Coughlin
Airport Director
City of Pensacola
222 West Main Street
Pensacola, FL 32502

Subject: Pensacola International Airport (PNS); Pensacola, FL
FY 2025 Airport Infrastructure Grant
Application for Federal Assistance

Dear Mr. Coughlin,

The Federal Aviation Administration (FAA) is in receipt of the Pensacola International Airport's 2025 Airport Infrastructure Grant ("AIG") grant application for the following project(s) at the Pensacola International Airport (PNS):

1. Taxiway A Rehabilitation (South) - Design

The FAA Orlando Airports District Office can confirm the Taxiway A Rehabilitation (South) – Design project is eligible for federal funding. Our office supports the allocation of Federal Funds and can confirm that PNS has approximately $14,482,378 in AIG funds available which may be used towards this project.

If you have questions or concerns, please feel free to contact me.

Sincerely,

CHASTITY N CLARK Digitally signed by CHASTITY N CLARK Date: 2024.08.21 13:26:30 -04'00'

Chastity N. Clark
Program Manager

Cc: Stephen Wilson (FAA)

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 24-819 | City Council | 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TAXIWAY A7 & A/B INTERSECTION RECONFIGURATION

RECOMMENDATION:

That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant for Taxiway A7 and A/B Intersection Reconfiguration in the estimated amount of $7,922,649.00 with a $880,295.00 local match requirement for a total grant value of $8,802,944.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

As part of the annual budget process, Airport Staff works with FAA personnel to identify projects that qualify for AIP reimbursement and submits pre-applications and applications to the FAA accordingly. For this year, Airport Staff, working with the FAA Airports District Office, identified the requirement for design cost related to the reconfiguration of Taxiway A7 and A/B Intersection as an Airport safety enhancement.

In response to the application filed by Airport Staff, the FAA has offered a grant in the estimated amount of $7,922,649. On August 21, 2024, the Airport received notification from the FAA that current year grants will have a tight deadline between the time the grant agreement is received and when signatures are required. The FAA anticipates the release of the grant agreement for signature in early September with an execution deadline of September 16, 2024. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied a letter of support for this project. Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to accept and execute this grant based on the FAA letter of support.

PRIOR ACTION:

March 23, 2023 – City Council approved Resolution 2023-019 authorizing the Mayor to coordinate with Florida Department of Transportation to change the project title, funding, scope and deliverables for FDOT grant 446645-1.

June 13, 2024 - City Council approved Resolution No. 2024-41 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 446645-1-94-01 with the Florida Department of Transportation for the Taxiway A7 & Taxiway A/B Intersection Reconfiguration.

June 13, 2024 - City Council approved the acceptance of the Public Transportation Grant Agreement No. 446645-1-94-01 with the Florida Department of Transportation for the Taxiway A7 & Taxiway A/B Intersection Reconfiguration for the amount of $450,000.

FUNDING:

Budget:	$7,922,649.00	FAA Airport Improvement Program Grant
	450,000.00	FDOT Grant 446645-1-94-01
	3,261,647.00	Airport Capital Funds
	$11,634,296.00	
Actual:	$10,122,087.00	Taxiway A7 and A/B Intersection Reconfiguration Construction
	1,012,209.00	Taxiway A7 and A/B Intersection Reconfiguration Contingency
	500,000.00	Construction Administration (Estimate)
	$11,634,296.00	

FINANCIAL IMPACT:

Pensacola International Airport routinely request grant funding from the FAA as part of an annual work program. In anticipation of this grant, funds were allocated in the fiscal year 2024 budget. In fiscal year 2024, funding in the amount of $7,922,649.00 has been appropriated in the Airport’s federal grant account, $450,000.00 has been appropriated in the Airport's state grant account, and $3,261,647.00 has been appropriated in the Airport’s capital improvement account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/26/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. FAA Letter of Support-Taxiway A7 & AB Intersection Reconfiguration

PRESENTATION: No

U.S. Department
of Transportation
Federal Aviation
Administration

Orlando Airports District Office
8427 South Park Circle, Suite 524
Orlando, FL 32819

August 21, 2024

Matthew F. Coughlin
Airport Director
City of Pensacola
222 West Main Street
Pensacola, FL 32502

Subject: Pensacola International Airport (PNS); Pensacola, FL
FY 2024 Airport Improvement Program
Application for Federal Assistance

Dear Mr. Coughlin,

The Federal Aviation Administration (FAA) is in receipt of the Pensacola International Airport's 2024 Airport Improvement Program ("AIP") grant application for the following project(s) at the Pensacola International Airport (PNS):

1. Taxiway A7 & A/B Intersection Reconfiguration

The FAA Orlando Airports District Office can confirm the Taxiway A7 & A/B Intersection Reconfiguration project is eligible for federal funding. Our office supports the allocation of Federal Funds and can confirm that PNS has $7,922,649 in funds available which may be used towards this project.

If you have questions or concerns, please feel free to contact me.

Chastity N. Clark
Program Manager

CHASTITY N CLARK Digitally signed by CHASTITY N CLARK Date: 2024.08.21 15:43:48 -04'00'

Cc: Stephen Wilson (FAA)

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 24-733 City Council 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

APPROVAL OF MUTUAL AID AGREEMENT BETWEEN PENSACOLA POLICE DEPARTMENT AND GULF BREEZE POLICE DEPARTMENT FOR VOLUNTARY COOPERATION AND REQUESTED OPERATIONAL ASSISTANCE

RECOMMENDATION:

That City Council approve the Mutual Aid Agreement between the City of Pensacola and the Gulf Breeze Police Department for voluntary cooperation and requested operational assistance for the Fiscal Year 2024-2028. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Mutual Aid Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Under The Mutual Aid Act, Chapter 23, Part 1, Florida Statutes, in order to protect public peace and safety, and preserve the lives and property of the people of the state, the subscribing law enforcement agencies are authorized to enter into mutual aid agreements with each other in order to provide voluntary cooperation and assistance of a routine law enforcement nature and to render operational assistance to respond to the existing and continuing possibility of the occurrence of natural or man-made disasters or emergencies and other major law enforcement problems.

In 1967, a law was enacted by the Florida Legislature (Chapter 67-625) granting concurrent police jurisdiction to the cities of Pensacola and Gulf Breeze on the Pensacola Bay Bridge, which connects the two municipalities over the Penasacola Bay.

Penacola Police Department and Gulf Breeze Police Department hereby approve and enter into this agreement whereby each may request and render law enforcement assistance to the other in certain circumstances in dealing with criminal violations of the Florida Statutes, to include:

The development of intelligence, the continuation of investigations, collection of evidence, and apprehension of suspects in matters including, but not limited to, such crimes as homicides, sex offenses, robberies, burglaries, thefts, motor vehicle thefts, DUI investigations, controlled substance abuse violations, domestic violence, stalking, and to assist each other with back up services during patrol activities to include, but not limit to, the use of specialized units, SWAT, bomb disposal units, and K9.

This agreement will take effect upon execution and shall continue in full force and effect until four (4) years from the date of execution.

PRIOR ACTION:

May 25, 2022 -- A Mutual Aid Agreement between the Pensacola Police Department and Gulf Breeze Police Department for Voluntary Cooperation and Requested Operational Assistance was executed.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/6/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. 2024-2028 Mutual Aid Agreement

PRESENTATION: No

COMBINED

VOLUNTARY COOPERATION AND REQUESTED OPERATIONAL ASSISTANCE

LAW ENFORCEMENT MUTUAL AID AGREEMENT

BETWEEN

THE PENSACOLA POLICE DEPARTMENT

AND

THE GULF BREEZE POLICE DEPARTMENT

This Mutual Aid Agreement is made and entered into by and between the law enforcement agencies of Pensacola Police Department, located in the City of Pensacola, Escambia County, Florida, and the Gulf Breeze Police Department, located in the City of Gulf Breeze, Santa Rosa County, Florida, in order to address both voluntary cooperation and requested operational assistance within the cities of Pensacola and Gulf Breeze as authorized in the "Florida Mutual Aid Act".

WITNESSETH:

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to extend and receive law enforcement services across jurisdictional lines in the form of voluntary cooperation and assistance of a routine nature; and

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to extend and receive assistance in a law enforcement emergency across jurisdictional lines in the form of requested operational assistance; and

WHEREAS, granting limited arrest and law enforcement powers between the subscribing law enforcement agencies in certain circumstances to assist each other and to combat cross-border crime will protect and preserve the public safety; and

WHEREAS, under The Mutual Aid Act, Chapter 23, Part I, in order to protect the public peace and safety, and preserve the lives and property of the people of the state, the subscribing law enforcement agencies are authorized to enter into mutual aid agreements with each other in order to provide voluntary cooperation and assistance of a routine law enforcement nature and to render operational assistance to respond to the existing and continuing possibility of the occurrence of natural or manmade disasters or emergencies and other major law enforcement problems; and

WHEREAS, the Pensacola Police Department and the Gulf Breeze Police Department have the authority under The Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a combined mutual aid agreement for law enforcement services which:

(1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and

(2) Provides for rendering of operational assistance in a law enforcement emergency; and

WHEREAS, in 1967 a law was enacted by the Florida Legislature (Chapter 67-625) granting concurrent police jurisdiction to the cities of Pensacola and Gulf Breeze on the Pensacola Bay Bridge, which connects the two municipalities over the Pensacola Bay.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION I. VOLUNTARY COOPERATION AND ASSISTANCE OF A ROUTINE NATURE

A. PROVISIONS

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in certain circumstances in dealing with criminal violations of the Florida Statutes, to include:

The development of intelligence, the continuation of investigations, collection of evidence, and apprehension of suspects in matters including, but not limited to, such crimes as homicides, sex offenses, robberies, burglaries, thefts, motor vehicle thefts, DUI investigations, controlled substance violations, domestic violence, stalking, and to assist each other with back up services during patrol activities to include use of specialized units including, but not limited to, SWAT, bomb disposal units, and K9.

Law enforcement officers acting pursuant to this agreement shall display sufficient indicia of authority to clearly identify themselves as law enforcement officers. Great care shall be exercised particularly by plainclothes officers to ensure that they are easily and readily identifiable as law enforcement officers. Officers acting pursuant to this agreement shall ensure that their physical and clothing descriptions as well as vehicle descriptions are timely transmitted to the other agency's officers via the communications centers.

B. PROCEDURE

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources and will respond in a manner he/she deems appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. The authority may be granted either verbally or in writing as the particular situation dictates.

1. Should an on-duty law enforcement officer from one of the undersigned agencies be within the jurisdiction of the other for matters of a routine nature, such as traveling through the jurisdiction on official business, attending a meeting, attending training, going to or from work, going to or from court, transporting a prisoner or returning from transporting a prisoner, and a criminal violation of the Florida Statutes occurs in the presence of said party, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and secure the apprehension of criminals in accordance with the law and provisions of this Agreement.

   Should enforcement action be taken pursuant to Section I (B)(1) of this Agreement, the following procedure shall be followed:

   The officer shall notify the Watch Commander of the undersigned law enforcement agency in whose jurisdiction the action is taken, and, upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the events and the actions taken. This provision is intended to address critical, life-threatening, or public safety situations, prevent bodily injury to citizens, and secure apprehension of criminals whom the law enforcement officer may encounter.

2. Should an on-duty law enforcement officer from one of the undersigned agencies, during the course of investigating a felony DUI or misdemeanor DUI which initiated within the jurisdiction of the officer, encounter an issue within their own jurisdiction that prohibits or makes impractical the use of equipment or device(s) used by their agency to collect or assist in the collection of evidence in a DUI investigation, and the most practical action is to utilize equipment and/or devices of the other for the purpose of collection of evidence related to the DUI investigation, the procedure to request assistance shall be as described in Section B of this Agreement. Such requests may also include the use of specially trained personnel of the agency from whom the use of equipment and / or device is being requested.

3. Should a sworn law enforcement officer from one of the undersigned agencies, receive information that a dangerous and wanted subject for whom either probable cause exists or an arrest warrant exists that originates from a crime or crimes committed in their own jurisdiction and the dangerous and wanted subject is located in the jurisdiction of the other, such officer shall be granted the authority to arrest the suspect and to exercise such other law enforcement authority as is necessary and appropriate in accordance with the law following the process described below.

   a) **Arrest Warrant or Capias exists for a dangerous offender located in the jurisdiction of LEA who is a party to this Agreement**:

If a law enforcement officer from one of the undersigned agencies has credible information that a dangerous suspect who has an active warrant or capias originating from within said officer's jurisdiction has been located in the neighboring jurisdiction of the other undersigned agency, the officer shall immediately contact the communications center of the agency within that jurisdiction and inform them of the situation. The officer(s) who located the suspect shall have the authority to arrest the suspect pursuant to the outstanding warrant or capias.

b) Probable Cause exists for the arrest of a dangerous offender located in the jurisdiction of a LEA who is a party to this Agreement

In circumstances involving a dangerous offender for whom probable cause for arrest exists but for whom an arrest warrant has not yet been obtained, and where circumstances dictate an immediate arrest in order to protect members of the public, including law enforcement, the officer shall immediately contact the communications center of the undersigned agency within that jurisdiction and inform them of the situation.

The Watch Commander of the jurisdiction in which the suspect is located will determine whether the circumstances justify the immediate arrest of the suspect. Officers attempting to make such an arrest shall ensure that all relevant facts are communicated to the Watch commander when the request for arrest authority is made.

If the watch commander determines that an immediate arrest is appropriate, that decision shall be immediately communicated to the officer of the agency who located the suspect, and they shall then have the authority to make an arrest. Officers acting pursuant to such a grant of authority shall be empowered to arrest the wanted suspect and to take appropriate law enforcement action should any other criminal offense occur in their presence while they are so engaged.

If the watch commander from the jurisdiction where the offender is located decides that an immediate arrest is not appropriate, officers shall not take the suspect into custody and officer(s) shall return to his or her own jurisdiction and obtain an arrest warrant for the suspect.

If neither of the conditions described in paragraph I (B)(2) above exist, the authority that exists pursuant to I (B)(2) of this agreement shall NOT be exercised.

After an arrest is made pursuant to section I (B)(2) of this agreement, the arresting officer shall notify the Watch Commander of the jurisdiction in which the suspect was arrested via established communications protocols. Depending on the basis for the arrest, the arresting officer will then implement one of the following procedures:

C. ARREST PROCEDURES

1. **Warrant or Capias** - If the arrest was made pursuant to an outstanding warrant or capias, the officer shall inform the arrestee of the charges and bond amount on the warrant or capias.

If the arrestee requests that they be permitted to post bond in the county where they were arrested, the arresting officer shall transport the arrestee to that county's jail. If there is no bond, or if the arrestee does not request that they be permitted to post bond in the county in which they were arrested, the officer shall book the arrestee in the county where the warrant was issued. (F.S. 901.07 - Admission to bail when arrest occurs in another county).

2. **Probable Cause Arrest** - If the arrest was made pursuant to probable cause under circumstances described above, the officer shall transport the arrestee to the jail in the county in which the underlying offense occurred and shall complete an arrest and booking report following standard department procedures. (F.S. 907.04 - Disposition of defendant upon arrest.)

SECTION II. OPERATIONAL ASSISTANCE

A. PROVISIONS

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other during any law enforcement emergency, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property to include, but not be limited to, civil disturbances, terrorism, protest demonstrations, aircraft disasters, fires, hurricanes, tornadoes, or other weather-related crises, escapes from detention facilities, other law enforcement emergencies, and emergency incidents requiring utilization of specialized units including, but not limited to, SWAT, bomb disposal units and K9 to a law enforcement emergency.

Law enforcement officers acting pursuant to this agreement shall display sufficient indicia of authority to clearly identify themselves as law enforcement officers. Great care shall be exercised particularly by plainclothes officers to ensure that they are easily and readily identifiable as law enforcement officers. Officers acting pursuant to this agreement shall ensure that their physical and clothing descriptions as well as vehicle descriptions are timely transmitted to the other agency's officers via the communications centers.

B. PROCEDURE

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources and will respond in a manner he/she deems appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. The authority may be granted either verbally or in writing as the particular situation dictates.

Should a sworn law enforcement officer from one of the undersigned agencies be within the jurisdictional boundaries of the other party to this Agreement and is acting pursuant to the operational assistance provisions described above and a violation of the Florida Statutes occurs in the presence of said party, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with the law.

Should enforcement action be taken pursuant to Section II (A) of this Agreement, the following procedure shall be followed: the officer shall notify the Watch Commander of the undersigned law enforcement agency in whose jurisdiction the action is taken, and, upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the events and the actions taken. This provision is intended to address critical, life-threatening, or public safety situations, prevent bodily injury to citizens, and secure apprehension of criminals whom the law enforcement officer may encounter.

The agency head's decisions in these matters shall be final.

SECTION III. AUTHORITY OF LAW ENFORCEMENT OFFICERS OPERATING PURSUANT TO THIS AGREEMENT

Members of the Pensacola Police Department and the Gulf Breeze Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes, have the same powers, duties, rights, responsibilities, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

In the event a criminal violation of Florida Statutes should occur in the presence of said officers representing their respective agency outside of his/her respective jurisdiction, but within the jurisdiction of the other in accordance with this agreement, they shall be empowered to take appropriate enforcement action including, but not limited to, the collection of evidence and arrest of the suspect or suspects.

An officer intending to affect a probable cause arrest or serve a warrant pursuant to this agreement should, whenever possible, request the assistance of the other within whose jurisdiction the arrest is to take place. Failure to request such assistance shall not affect the validity or legality of any arrest made pursuant to this agreement.

If the offense is a misdemeanor, the officer shall make a warrantless arrest only if such arrest if permitted by Florida Statute 901.15. Warrantless misdemeanor arrests made pursuant to Florida Statute 901.15 must be made immediately or in fresh pursuit.

SECTION IV. JURISDICTION OF THE PENSACOLA BAY BRIDGE AND EXTENDING ONE MILE BEYOND UNDER CERTAIN CIRCUMSTANCES AS PROVIDED BY THE STATE OF FLORIDA LEGISLATURE CHAPTER 67-625

For purposes of simplicity and clear understanding of the enforcement powers that exist between the subscribing agencies, this section restates the existing concurrent police jurisdiction on the Pensacola Bay Bridge as granted to the subscribing agencies in 1967 by the Florida State Legislature (Chapter 67-625). Arrests for violations of municipal ordinances and misdemeanors as referenced in the below Act must occur as permitted by Florida Statute 901.15 and must occur in the presence of an officer and arrest shall be made immediate or in fresh pursuit. The Act reads as follows:

AN ACT relating to the municipalities of Pensacola, Escambia county and Gulf Breeze, Santa Rosa county; relating to police jurisdiction on the Pensacola Bay Bridge; authorizing the above-mentioned municipalities to exercise police jurisdiction over the entire length of the bridge; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. The municipality of Pensacola, located in Escambia county and the municipality of Gulf Breeze, located in Santa Rosa county, shall have and each is hereby granted, concurrent police jurisdiction on the Pensacola Bay Bridge, said bridge connecting the two (2) municipalities over a body of water known as Pensacola Bay, and shall be authorized to exercise the arrest power granted to municipalities over the entire length of the bridge.

Section 2. When a person violates a municipal ordinance or commits a misdemeanor within the corporate limits of the municipality of Pensacola, or when any police officer of said municipality has reasonable grounds to believe that a person found within said municipality has committed or is committing a felony, police officers of said municipality may in fresh and continuous pursuit, whenever necessary to effect the arrest of such person, pursue such person outside of said municipality to any point within a radius of one (1) mile within Santa Rosa county from the east end of Pensacola Bay bridge and there arrest him.

Section 3. When a person violates a municipal ordinance or commits a misdemeanor within the corporate limits of the municipality of Gulf Breeze, or when any police officer of said municipality has reasonable grounds to believe that a person found within said municipality has committed or is committing a felony, police officers of said municipality may in fresh and continuous pursuit, whenever necessary to effect the arrest of such person, pursue such person outside of said municipality to any point within a radius of one (1) mile within Escambia county from the east end of Pensacola Bay Bridge and there arrest him.

SECTION V. COMMAND AND SUPERVISORY RESPONSIBILITY

The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head.

In the event the Pensacola Police Department requests assistance of the Gulf Breeze Police Department, Gulf Breeze Police Department officer(s) shall be under the command and control of a supervisor from the Gulf Breeze Police Department.

In the event the Pensacola Police Department requests assistance of a tactical or specialized unit of the Gulf Breeze Police Department, officers in those tactical or specialized units shall be under the command and control of a supervisor from the Gulf Breeze Police Department

In the event the Gulf Breeze Police Department requests assistance of the Pensacola Police Department, Pensacola Police Department officer(s) shall be under the command and control of a supervisor from the Pensacola Police Department.

In the event the Gulf Breeze Police Department requests assistance of a tactical or specialized unit of the Pensacola Police Department, officers in those tactical or specialized units shall be under the command and control of a supervisor from the Pensacola Police Department.

A. CONFLICT

Whenever an officer or other appointee is rendering assistance pursuant to this agreement, the officer or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order, or procedure shall control and shall supersede the direct order.

B. HANDLING COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant
2. An address or phone number where the complaining party can be contacted
3. The specific allegation
4. The identity of the employees accused without regard as to agency affiliation

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt of the complaint shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION VI. POWERS, PRIVILEGES, IMMUNITIES AND COSTS

Employees of the Pensacola Police Department and the Gulf Breeze Police Department, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits, but inside the state of Florida, within the cities of Pensacola and Gulf Breeze, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
Each party agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other as a party to the agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such aid.

A political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment. This provision does not prohibit or prevent the agencies from entering into a separate agreement in a specific scenario to split, share, or reimburse any expenses to the other.

The agency furnishing aid pursuant to this agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency, when performing the employee's duties within the territorial limits of the employee's agency, apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, reserve, part-time and auxiliary employees.

Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VII. LIABILITY

Each agency shall bear any liability arising from actions of its employee(s) taken pursuant to this agreement. All the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and all other benefits which apply to such employees when acting within the territorial limits of their agency's jurisdiction shall apply to same degree, manner and extent while acting under the provisions of this Mutual Aid Agreement.

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, commission, or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VIII. EFFECTIVE DATE

This agreement shall take effect upon execution and by the hereinafter named officials and shall continue in full force and effect until four (4) years from the date of execution. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION IX. CANCELLATION

Either party may cancel its participation in this agreement in writing with ten (10) days' notice upon delivery to the other party.

The parties hereto cause this foregoing Mutual Aid Agreement to be signed on the date indicated.

Cherry Fitch

Cherry Fitch, Mayor
City of Gulf Breeze

Date: 8/5/2024

____

D.C. Reeves, Mayor
City of Pensacola

Date: ____________________________

Richard Hawthorne, Chief
Gulf Breeze Police Department

8-6-2024
Date:

Eric Randall

Digitally signed by Eric Randall
DN: C=US, OU=Pensacola Police Department, O=Pensacola Police Department, CN=Eric Randall, E=erandall@cityofpensacola.com
Reason: I am the author of this document
Location:
Date: 2024.08.06 14:59:11-05'00'
Foxit PDF Editor Version: 13.1.3

Eric Randall, Chief
Pensacola Police Department

8/06/2024
Date:

Legal in form and execution:

____

City Attorney

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 24-726 | City Council | 9/12/2024

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 $1,000 to the Waterfront Rescue Mission, $500 to Bright Bridge Ministries and $500 to Re-Entry Alliance Pensacola (REAP) from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Waterfront Rescue Mission believes that caring for the poor and homeless is not an option; it is a mandate from the Lord. Since its founding in 1949, the Mission has been a place where those who have nothing left can find hope. What began as a refuge for wayward fishermen has grown into full-service Missions in two cities that provide faith-based rescue and recovery programs that are lifting people out of homelessness, poverty and addiction. The Waterfront Rescue Mission in Pensacola is opening "Hope for Her" a shelter program dedicated to supporting homeless women in Escambia County. The facility will provide overnight shelter for up to 49 single women each night, including access to restrooms, showers, clean clothing, laundry services, warm beds, meals and support from chaplains and other Mission personnel. The program is to officially launch its overnight women's program in September 2024. Funds will be used towards this program.

Bright Bridge Ministries is a faith-centered ministry dedicated to providing support and resources to those in need. Bright Bridge Ministries offers food, recovery services, housing and spiritual guidance. Since 2007, they have been working with Escambia County's most vulnerable and under-resourced residents: homeless individuals and families, children living in poverty, United States veterans, mentally ill, for inmates, substance abusers and others in need. Funds will be used towards their various programs offered to the people in these communities.

In 2013, U.S. District Court Judge M. Casey Rodgers proposed the formation of a mentoring program to assist in reducing criminal recidivism. In response to her proposal, Re-Entry Alliance Pensacola, Inc. (REAP) was formed by a core group of local activist attorneys. The vision of REAP was to provide justice-involved citizens with a pathway to success following their time serving a sentence of imprisonment. The first community outreach program was a garden in Pensacola's Historic Brownsville neighborhood. In 2015, REP expanded its re-entry plan from a community garden and mentoring program for individuals from the Federal prison system to include individuals from the Florida state prison system and the Escambia County Jail. Recognizing that basic shelter was a prerequisite to any future success in employment and substance abuse recovery, REAP partnered with local banks to acquire suitable to house returning citizens. REAP currently has 10 transitional houses in use in Escambia County. Funding will be used towards their program.

PRIOR ACTION:

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

FUNDING:

Budget:	$13,600	FY 2024 District 6 Discretionary Funds Balance
Actual:	$ 1,000	Waterfront Rescue Mission
	500	Bright Bridge Ministries
	300	Re-Entry Alliance Pensacola
	$ 1,800	

FINANCIAL IMPACT:

A balance of $13,600 is currently within the District 6 Discretionary Fund Account for FY 2024. Upon approval by City Council, a balance of $11,800 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

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 24-802 | City Council | 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

FY2024 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DRUG ENFORCEMENT ADMINISTRATION (DEA) FEDERAL GRANT AWARD #G24GC0007A

RECOMMENDATION:

That City Council approve the acceptance of the FY2024 High Intensity Drug Trafficking Area (HIDTA) grant with the Santa Rosa County Sheriff's Office (SRCSO) being the fiscal agent on behalf of the Gulf Coast High Intensity Drug Trafficking Area for the Drug Enforcement Administration in the amount of $1,419.57. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department is a resource recipient under the State of Florida High Intensity Drug Trafficking Area (HIDTA) Program-95.001. Under this agreement, the Pensacola Police Department will be incurring reimbursable expenses under the program to include overtime and personnel services.

The Santa Rosa County Sheriff's Office (SRCSO) is the fiscal agent on behalf of the Gulf Cost High Intensity Drug Trafficking Area (HIDTA) and as such will be reimbursing the City for expenditures incurred under this agreement. The purpose of this program is to reduce drug trafficking and drug production by facilitating cooperation among federal, state, local, and tribal law enforcement agencies sharing information, and implementing coordinated enforcement activities; enhancing law enforcement intelligence sharing; providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and supporting coordinated law enforcement strategies which maximize the use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.

PRIOR ACTION:

August 12, 2021 - City Council approved acceptance of the FY 2021 High Intensity Drug Trafficking Area grant and adopted Supplemental Budget Resolution No. 2021-45 appropriating the grant funds.

FUNDING:

Budget:	$1,419.57	
Actual:	$1,336.00	Personnel Services (Investigative Law Enforcement Officer)
	83.57	Overtime
	$1,419.57	TOTAL

FINANCIAL IMPACT:

The grant award of $1,419.57 is under the sub-recipient agreement for the FY2024 High Intensity Drug Trafficking Area (HIDTA). The composition of the award is $1,336.00 for personnel services and $83.57 for overtime to be reimbursed by the Santa Rosa County Sheriff's Office (SRCSO) as fiscal agent upon approval of the HIDTA Director of Operations of Alabama and Northwest Florida. Adoption of the supplemental budget resolution will appropriate the HIDTA grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/19/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Pensacola Police Department Letter for Memorandum of Agreement 2024
2. Sub-grantee Memorandum of Agreement - Santa Rosa County Sheriff's Office 2024
3. Supplemental Budget Resolution No. 2024-64
4. Supplemental Budget Explanation No. 2024-64

PRESENTATION: No

Santa Rosa County Sheriff's Office

Sheriff Bob Johnson

Administrative Division

Grants Management Unit

5755 East Milton Road • Milton, Florida 32583

August 2, 2024

Kevin Christman, Deputy Police Chief
Pensacola Police Department
P. O. Box 1750
Pensacola, Florida 32591-1750

Dear Chief Christman:

Santa Rosa County Sheriff's Office continues to participate in the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) Program in obtaining a grant each year. Agencies participating as sub-recipients and providing task force officers include the following: Escambia County Sheriff's Office, Florida Department of Law Enforcement (Pensacola Office), Florida Highway Patrol, Gulf Breeze Police Department, Okaloosa County Sheriff's Office, and the Pensacola Police Department. As the lead agency assuming the responsibility of administrative and financial requirements as outlined in the grant conditions, it is the responsibility of Santa Rosa County Sheriff's Office to prepare the Memorandum of Agreement (MOA) with each agency.

Enclosed please find the 2024 HIDTA sub-recipient MOA for the Pensacola Police Department and requisite certification (Certification Regarding Lobbying). Please return the completed certification with your signed agreement, which will signify intent for participation of your agency for the current fiscal year. Should your agency choose to decline participation, please provide signed and dated notice on your agency's letterhead.

See attached 2024 Budget Detail provided by Donald DeSalvo, Gulf Coast HIDTA State Director. Any monies not spent by your sub-recipient agency will roll-over to the following grant year. I have included a copy of the award letter for performance period 01/01/2024 through 12/31/2025 for your review. Please keep a copy of each, along with your agency's signed MOA and Certifications for your records.

Please have the appropriate official sign the 2024 MOA and certifications and return them to me at the email address below. Please do not hesitate to call if there are any questions. Thank you.

Respectfully sent,

Shaina Dinwiddie, Grants Manager
Santa Rosa County Sheriff's Office
(850) 981-2291
sdinwiddie@srso.net

FEDERAL GRANT # G24GC0007A

MEMORANDUM OF AGREEMENT

BETWEEN THE

SANTA ROSA COUNTY SHERIFF'S OFFICE

AND THE

PENSACOLA POLICE DEPARTMENT

This Agreement between the **Santa Rosa County Sheriff's Office** (SRCSO) and the Sub-Recipient **Pensacola Police Department** shall be effective, as of **January 1, 2024**, and shall not extend beyond the ending date of the above-referenced federal grant including any grant extensions but not to exceed two (2) years from the beginning date of this agreement.

WHEREAS, the above named agency is a sub-recipient under the State of Florida High Intensity Drug Trafficking Area (HIDTA) Program-95.001 and is incurring reimbursable expenses under the program.

WHEREAS, SRCSO has been designated as the fiscal agent for the State of Florida High Intensity Drug Trafficking Area (HIDTA) Program-95-.001 and all requests for payments and budget reprogramming shall pass through SRCSO.

NOW THEREFORE, SRCSO and Gulf Coast HIDTA hereby agree to the disbursement of HIDTA funds in an amount not to exceed **$1,419.57** to the sub-recipient under the following terms and conditions:

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603.

For this 2022 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225 and 230.

2. The sub-recipient agrees to abide by and be bound by the attached budget spending plan (Appendix A) including future reprogramming requests or revisions as approved by SRCSO and Gulf Coast HIDTA. All reprogramming requests shall be submitted by email to the High Intensity Drug Trafficking Area HIDTA Financial Manager and Director. The request will be sent to SRCSO for approval.

3. Request for payment shall be submitted to the SRCSO financial office through the HIDTA Financial Manager at the following address by the 15th of the month following the end of the claim period:

ATTN: Donald DeSalvo, State Director
Gulf Coast HIDTA
Alabama & NW Florida
Alabama Operations Center
2350 Fairlane Drive, Suite 200
Montgomery, AL 36116
Or Email: DeSalvoD@gchidta.org

4. The sub-recipient agrees to sign all applicable items attached to this document to include EEOP Certification, Certification Regarding Lobbying, Certification Regarding Debarment, Certification Regarding Drug Free Work Place and Grant Conditions.

5. SRCSO agrees to disburse funds to the sub-recipient after the request has been approved by the HIDTA Management staff and the SRCSO Chief Financial Officer.

6. The sub-recipient agrees to reimburse SRCSO for any amount paid by SRCSO which is later disallowed after audit or financial review.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by the signatures below.

________________________	________________________
Robert W. Johnson Sheriff, Santa Rosa County Sheriff's Office	Sub-Recipient Agency Head Pensacola Police Department
________________________	________________________
Date	Date

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: ______________________________

Street address: ______________________________

City, State, Zip: ______________________________

____
CERTIFIED BY: (type or print)

____
TITLE:

______________________________ ______________
(signature) (date)

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<table>
<tr>
<td>1. Type of Federal Action:
a. contract
____ b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance</td>
<td>2. Status of Federal Action:
a. bid/offer/application
_____ b. initial award
c. post-award</td>
<td>3. Report Type:
a. initial filing
_____ b. material change

For material change only:
Year _______ quarter _______
Date of last report___________</td>
</tr>
<tr>
<td>4. Name and Address of Reporting Entity:
____ Prime _____ Subawardee
Tier______, if Known:

Congressional District, if known:</td>
<td colspan="2">5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:</td>
</tr>
<tr>
<td>6. Federal Department/Agency:</td>
<td colspan="2">7. Federal Program Name/Description:

CFDA Number, if applicable: _________________</td>
</tr>
<tr>
<td>8. Federal Action Number, if known:</td>
<td colspan="2">9. Award Amount, if known:

$</td>
</tr>
<tr>
<td>10. a. Name and Address of Lobbying Registrant
(if individual, last name, first name, MI):</td>
<td colspan="2">b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI):</td>
</tr>
<tr>
<td>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.</td>
<td colspan="2">Signature: ________________________________

Print Name:_______________________________

Title:____________________________________

Telephone No.: _______________ Date: _______</td>
</tr>
<tr>
<td>Federal Use Only</td>
<td colspan="2">Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)</td>
</tr>
</table>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Budget Detail

2024 - Gulf Coast

Initiative - NW Florida Drug Task Force **Investigation**

Award Recipient - Santa Rosa County Sheriff's Office (G24GC0007A)

Resource Recipient - Pensacola Police Department

Current Budget (net of approved transactions) ***$1,419.57***

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	1	$1,336.00
Overtime		$83.57
Total Overtime	**1**	**$1,419.57**
Total Budget		**$1,419.57**

RESOLUTION
NO. 2024-64

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	57,576,941
Amended To Read:	Federal Grants	57,578,361
As Reads	Personnel Services	1,341,115
Amended To Read:	Personnel Services	1,342,535

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: ________________________

Approved: ________________________
President of City Council

Attest:

____
City Clerk

THE CITY OF PENSACOLA

SEPTEMBER 2024 - SUPPLEMENTAL BUDGET RESOLUTION - APPROPRIATING FUNDING FY24 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DEA FEDERAL GRANT AWARD - RES NO. 2024-64

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	1,420	Increase appropriation for Federal Grants - HIDTA Grant Award
Total Revenues	1,420	
Appropriations		
Personnel Service	1,420	Increase appropriation for Personnel Services
Total Appropriations	1,420	

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 24-788 | City Council | 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-64 - APPROPRIATING FUNDING IN CONNECTION WITH THE FY2024 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DRUG ENFORCEMENT ADMINISTRATION (DEA) FEDERAL GRANT AWARD #G24GC0007A

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-64.

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 is a resource recipient under the State of Florida High Intensity Drug Trafficking Area (HIDTA) Program-95.001. Under this agreement, the Pensacola Police Department will be incurring reimbursable expenses under the program to include overtime and personnel services.

The Santa Rosa County Sheriff's Office (SRCSO) is the fiscal agent on behalf of the Gulf Cost High Intensity Drug Trafficking Area (HIDTA) and as such will be reimbursing the City for expenditures incurred under this agreement. The purpose of this program is to reduce drug trafficking and drug production by facilitating cooperation among federal, state, local, and tribal law enforcement agencies sharing information, and implementing coordinated enforcement activities; enhancing law enforcement intelligence sharing; providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and supporting coordinated law enforcement strategies which maximize the use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.

PRIOR ACTION:

August 12, 2021 - City Council approved acceptance of the FY 2021 High Intensity Drug Trafficking Area grant and adopted Supplemental Budget Resolution No. 2021-45 appropriating the grant funds.

FUNDING:

Budget:	$1,419.57	
Actual:	$1,336.00	Investigative Law Enforcement Officer (personnel services)
	84.57	Overtime
	$1,419.57	TOTAL

FINANCIAL IMPACT:

Adoption of Supplemental Budget Resolution No. 2024-64 will appropriate the HIDTA grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/19/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-64
2. Supplemental Budget Explanation No. 2024-64

PRESENTATION: No

RESOLUTION
NO. 2024-64

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	57,576,941
Amended To Read:	Federal Grants	57,578,361
As Reads	Personnel Services	1,341,115
Amended To Read:	Personnel Services	1,342,535

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: ____________________

Approved: ____________________
President of City Council

Attest:

____
City Clerk

THE CITY OF PENSACOLA

SEPTEMBER 2024 - SUPPLEMENTAL BUDGET RESOLUTION - APPROPRIATING FUNDING FY24 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) - DEA FEDERAL GRANT AWARD - RES NO. 2024-64

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	1,420	Increase appropriation for Federal Grants - HIDTA Grant Award
Total Revenues	1,420	
Appropriations		
Personnel Service	1,420	Increase appropriation for Personnel Services
Total Appropriations	1,420	

File #: 24-790 | City Council | 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) - GRANT AGREEMENT NO. RES12 - CARPENTER CREEK BAYOU TEXAR WATERSHED OUTFALLS

RECOMMENDATION:

That City Council approve the acceptance of the State of Florida DEP Grant Agreement No. RES12 for planning, design, and permitting of five (5) improved stormwater outfalls into Bayou Texar, along with the development of a monitoring plan to measure the effectiveness of the improved outfalls in the amount of $830,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Carpenter Creek Bayou Texar Watershed Outfalls Project was selected under RESTORE Council's Funded Priority List 3b Florida Water Quality Improvement Program. The project's goal is to improve the water quality and overall ecological health of the Bayou by targeting infrastructure investments to improve water quality and eliminate significant levels of harmful runoff. The Project includes design, engineering and permitting of advanced underground treatment units which will remove debris and floatables at five outfalls prior to entering the Bayou.

A subsequent implementation project is anticipated to construct the planned outfall improvements to capture and treat stormwater runoff from 40 acres in Pensacola with goals of reducing nitrogen, phosphorus, and total suspended solids. The project addresses RESTORE Council's goal to Restore Water Quality and Quantity. The City of Pensacola (Grantee) will oversee project planning, design, and secure permits for future construction of the five (5) improved stormwater outfalls into Bayou Texar. The implementation project will include an effectiveness monitoring component to document annual pollutant load reductions.

PRIOR ACTION:

None

FUNDING:

Budget	$713,043	Planning, Permitting and Construction (Phase I)
	$8,696	Monitoring (Phase I)
	$108,261	Indirect Costs
	$830,000	
Actual	$713,043	Planning, Permitting and Construction (Phase I)
	$8,696	Monitoring (Phase I)
	$108,261	Indirect Costs
	$830,000	

FINANCIAL IMPACT:

This project will be fully funded by grant funding. The indirect costs along with the indirect earned on other major grants will be used to fund one additional position in the Grants Division, the Engineering allocation for the project as well as other project and administrative costs that otherwise could not be charged to the grant.

The Engineering division is funded by charging their costs, inclusive of overhead, to the project they are working on. Often granting agencies will not accept this as a direct cost to the project. This will be remedied by charging these costs as part of the indirect costs.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Brad Hinote, City Engineer
William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Grant Agreement No. RES12 Carpenter Creek Bayou Texar
2. Map

PRESENTATION: No

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): Carpenter Creek Bayou Texar Watershed Outfalls

Agreement Number: RES12

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

Grantee Name: City of Pensacola — Entity Type: Local Government

Grantee Address: 222 W. Main Street, Pensacola, FL 32502 — FEID: 59-6000406

(Grantee)

3. Agreement Begin Date: Upon Execution — Date of Expiration: August 25, 2027

4. Project Number: RST001103 — Project Location(s): Bayou Texar
(If different from Agreement Number)

Project Description: The Planning Project includes multiple existing stormwater outfalls in residential neighborhoods along the Bayou. Each outfall predates modern-day stormwater regulations, thus discharging untreated stormwater and sediments directly into Bayou Texar. Water quality analysis and pollutant load models reveal elevated nutrient concentrations at downstream monitoring stations. Existing infrastructure at the sites include paved flumes leading from curb inlets directly into the Bayou. This Planning Project will plan, design, and permit of stormwater treatment units and green infrastructure techniques at 5 existing outfalls with goals of reducing nitrogen, phosphorus, and total suspended solids.

5. Total Amount of Funding: $830,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☐ State ■ Federal	RST11	$ 830,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$

Total Amount of Funding + Grantee Match, if any: $ 830,000.00

6. Department's Grant Manager

Name: Sarah Ketron or successor
Address: 3900 Commonwealth Boulevard
MS240
Tallahassee, FL 32399-3000
Phone: 850-245-2167
Email: Sarah.Ketron@FloridaDEP

Grantee's Grant Manager

Name: William K. Boyer or successor
Address: 222 W. Main Street
Pensacola, FL 32502
Phone: 850-435-1822
Email: kboyer@cityofpensacola.com

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

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

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
■ Additional Exhibits (if necessary):	Exhibit J: Reimbursement Detail

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	GT3CP22FL0003
Unique Entity Identifier (UEI):	NTFBR7NNV8T9
Federal Award Date to Department:	06/16/2022
Federal Award Project Description:	This Federal award will provide RESTORE Act funds for administration and oversight, as well as direct funding for projects under Florida's Water Quality Improvement Program. Projects funded under this program will restore water quality and quantity throughout Florida's Gulf Coast by underwriting a comprehensive suite of linked water quality improvement projects.
Total Federal Funds Obligated by this Agreement:	$830,000.00
Federal Awarding Agency:	The Gulf Coast Ecosystem Restoration Council
Award R&D?	☐ Yes ■ N/A

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

City of Pensacola **GRANTEE**

Grantee Name

By ______________________________

(*Authorized Signature)* Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By ______________________________

Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS
ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   - i. Standard Grant Agreement
   - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   - iii. Attachment 1, Standard Terms and Conditions
   - iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail,
U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
(1) an increase or decrease in the Agreement funding amount;
(2) a change in Grantee's match requirements;
(3) a change in the expiration date of the Agreement; and/or
(4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
A change order to this Agreement may be used when:
(1) task timelines within the current authorized Agreement period change;
(2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;

(3) changing the current funding source as stated in the Standard Grant Agreement; and/or
(4) fund transfers between budget categories for the purposes of meeting match requirements.
This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

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

3. **Agreement Duration.**

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

4. **Deliverables.**

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

5. **Performance Measures.**

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

6. **Acceptance of Deliverables.**

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department
does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state- agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

   i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
   ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
   iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
   iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of- opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant

Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

   The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing
$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. **Insurance.**

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self- insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. **Termination.**

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

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

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

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:

i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;

ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the

Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

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

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

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

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

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

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

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

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

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

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

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

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

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

44. Execution in Counterparts and Authority to Sign.

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

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. RES12

ATTACHMENT 2

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

1. Scope of Work.
The Project funded under this Agreement is multiple existing stormwater outfalls in residential neighborhoods along the Bayou. Each outfall predates modern-day stormwater regulations, thus discharging untreated stormwater and sediments directly into Bayou Texar. Water quality analysis and pollutant load models reveal elevated nutrient concentrations at downstream monitoring stations. Existing infrastructure at the sites include paved flumes leading from curb inlets directly into the Bayou. This Planning Project will plan, design, and permit stormwater treatment units and green infrastructure techniques at 5 existing outfalls with goals of reducing nitrogen, phosphorus, and total suspended solids. The discharge of untreated stormwater runoff causes increased sediment and nutrient loading that has an adverse effect on the ecology of Bayou Texar. The Bayou represents a significant habitat for 70 identified rare, imperiled or threatened animal species and at least 68 rare, imperiled or threatened plant species. The City of Pensacola seeks to improve the water quality and overall ecological health of the Bayou by targeting infrastructure investments to improve water quality and eliminate significant levels of harmful runoff. This proposed Planning Project will fund planning, design, and permitting of 5 improved stormwater outfalls into Bayou Texar, along with the development of a monitoring plan to measure to effectiveness of the improved outfalls if constructed. Specifically, the improved outfalls would capture and treat stormwater runoff from 40 acres in Pensacola that currently discharges untreated runoff directly into the Bayou. The proposed improvements will include advanced underground treatment units which will remove debris and floatables prior to entering the Bayou. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☒	☐	b. Indirect Costs, 15%.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring

clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. <u>Workers' Compensation and Employer's Liability Coverage.</u>
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. <u>Other Insurance.</u> None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal

Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

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ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Carpenter Creek Bayou Texar Watershed Outfalls

PROJECT LOCATION: The project is located near where Carpenter Creek enters Bayou Texar in the Pensacola Bay System. The project is within the City of Pensacola, Florida. See Figure 1 for Project Location.

PROJECT BACKGROUND: The Gulf Coast Ecosystem Restoration Council (RESTORE Council) is comprised of eleven (11) state and federal members. Council members include the governors of Alabama, Florida, Louisiana, Mississippi, and Texas, the Administrator of the U.S. Environmental Protection Agency and the Secretaries of the U.S. Departments of the Interior, Commerce, Agriculture, Homeland Security, and the Army. The Administrator of the U.S. Environmental Protection Agency serves as Council Chair.

One of the RESTORE Council's primary responsibilities is to develop a comprehensive plan to restore the ecosystem and economy of the Gulf Coast region in the wake of the *Deepwater Horizon* oil spill. The RESTORE Council selects projects to be funded by the Gulf Coast Restoration Trust Fund and adds them to an approved Funded Priorities List. Projects listed on the approved Funded Priorities list must implement on or more of the seven (7) objectives set by the RESTORE Council:

(1) Restore, Enhance and Protect Habitats
(2) Restore, Improve, and Protect Water Resources
(3) Protect and Restore Living Coastal and Marine Resources
(4) Restore and Enhance Natural Processes and Shorelines
(5) Promote Community Resilience
(6) Promote Natural Resource Stewardship and Environmental Education
(7) Improve Science-Based Decision-Making Processes

Carpenter Creek and Bayou Texar have experienced environmental degradation since the 1950s. These waterways currently have verified 303(d) listed impairments and other pollutants. A Carpenter Creek Watershed Master Plan provides a holistic approach for planning projects in the watershed. The Carpenter Creek Bayou Texar Watershed Outfalls project is 1 of 15 projects identified in the Carpenter Creek Watershed Master Plan. The identified projects are intended to be the first-step measure to protect and restore the Carpenter Creek and Bayou Texar watersheds.

Stormwater outfalls in this area predate modern-day stormwater regulations, thus untreated stormwater and sediments are discharged directly into Bayou Texar. Water quality analysis and pollutant load models reveal elevated nutrient concentrations at downstream monitoring stations. Existing infrastructure at the sites include paved flumes leading from curb inlets directly into the Bayou.

PROJECT DESCRIPTION: The Carpenter Creek Bayou Texar Watershed Outfalls Project (Project) was selected under RESTORE Council's Funded Priority List 3b Florida Water Quality Improvement Program. The Project's goal is to improve the water quality and overall ecological health of the Bayou by targeting infrastructure investments to improve water quality and eliminate significant levels of harmful runoff. The Project includes design, engineering and permitting of advanced underground treatment units which will remove debris and floatables at five (5) outfalls prior to entering the Bayou. A subsequent Implementation Project is anticipated to construct the planned outfall improvements to capture and treat stormwater runoff from 40 acres in Pensacola with goals of reducing nitrogen, phosphorus, and total suspended solids.

The Project addresses RESTORE Council's goal to Restore Water Quality and Quantity. The City of Pensacola (Grantee) will oversee Project planning, design, and secure permits for future construction of the 5 improved stormwater outfalls into Bayou Texar, The Implementation Project will include an effectiveness monitoring component to document annual pollutant load reductions.

TASKS and DELIVERABLES:

Task 1: Procurement of Engineering Services

Description: The Grantee will competitively procure a qualified Engineering Consultant per Chapter 255, F.S., and applicable provisions of 2 CFR part 200, to prepare engineering, design, surveys, geotechnical analysis in support of construction bidding, preparation of construction bid documents, and all required permit applications necessary to construct the Project. Work requiring a professional license will be performed by professionals licensed in the State of Florida to provide the required services. The Grantee will make a written request to the Department's Grant Manager and receive written approval at least 7 business days prior to authorizing the services to commence.

Deliverables: The Grantee will submit: 1) a letter requesting approval to commence planning, design, permitting and other consultation services through the selected Engineering Consultant and 2) electronic copies of the solicitation(s) and executed contract(s), and 3) the following information for each procurement:

• Name and Universal Entity Identification (UEI) number of Engineering Consultant. Identify the name of the contractor and provide the Engineering Consultant's UEI number. The UEI number can be obtained at SAM.gov.
• Procurement Method. Identify the method of procuring the contract. If the contract is sole sourced, include a detailed justification as to why this organization is the only one able to perform the services or how this selection is otherwise in conformance with applicable contracting rules related to noncompetitive awards.
• Type of contract awarded (e.g., time and materials, fixed, etc.).
• Period of Performance. Specify the beginning and ending dates of the contract.
• Scope of Work. Describe the specific services/tasks to be performed by the Engineering Consultant and relate them to the accomplishment of project or program objectives. Deliverables should be clearly defined.
• Method of Accountability. Describe how the progress and performance of the contactor will be monitored during and on close of the period of performance. Identify who will be responsible for supervising the contract.
• Contract Amount. At a minimum, provide the total amount of the contract.

Performance Standard: The Department's Grant Manager will review the deliverables to verify they have been completed as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with work funded by this grant. If the Grantee proceeds prior to the DEP Grant Manager's approval, the Grantee proceeds at their own risk.

Payment Request Schedule: Not applicable to this task.

Task 2: Construction Documents and Permits

Description: The Grantee will complete the design of stormwater controls in the Bayou Texar watershed and obtain all necessary permits for construction of the project(s). The Grantee will notify the Department's Grant Manager of the Grantee's design review meeting(s) with the Engineering Consultant to review comments on the plans and specifications prior to release for bid. The Grantee will provide an opportunity to for the Department's Grant Manager attend meetings in support of the preparation of conceptual through final design documents. The Grantee shall prepare an attendance log and record notes from the meeting(s).

Where applicable, the Grantee shall arrange for and schedule pre-application meetings with the appropriate agencies to review the project and determine information to be provided prior to submitting the permit applications. The dates, times and locations of the preapplication meetings shall be coordinated with the Department's Project Manager. Subsequent to the pre-application meetings the Grantee shall prepare any required permit applications for submittal to each of the local, state or federal agencies that require a permit(s) for construction of the proposed stormwater control projects. The Grantee will make a complete response to requests for additional information (RAI) from the applicable agencies.

Deliverables: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager; 2) electronic copies of intermediate designs and (1) half scale 11"x17" hard copy and one (1) electronic PDF copy of the final plans and technical specifications; 3) attendance log and notes from all design review meeting(s); 4) list of all applicable permits or notifications of exemption; 5) list of attendees at pre-application meetings and minutes from each meeting; and 6) electronic copies of all applications submitted and permits, or other approvals received for this project.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, all required permits or notifications of exemption. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Monitoring Plan

Description: The Grantee will prepare a detailed Monitoring Plan (Plan) and an associated Quality Assurance Project Plan (QAPP). The QAPP shall be prepared in accordance with Exhibit D. The Monitoring Plan and QAPP will specify the sampling procedure's locations, sampling instruments, and parameters to be sampled for storm event monitoring to be conducted for seven (7) to ten (10) storm events before and after completion of Project (future) construction to monitor the effectiveness of the Project, once implemented. This includes planning for the monitoring of pre-construction conditions and annual monitoring for two years post-construction.

Deliverables: The Grantee will submit: 1) an electronic copy of the draft Monitoring Plan and QAPP in Word format submitted to the Department's Grant Manager for review and comment; and 2) an electronic copy of the final Monitoring Plan in Word or PDF format that incorporates comments provided by the Department's Grant Manager, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

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PROJECT TIMELINE: The tasks must be completed by the corresponding task end date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date
1	Procurement of Engineering Services	Upon Execution	Upon award of selection of the Engineering Consultant	Within (5) days of final execution of the Grantee's Contract with the Selected Engineering Consultant
2	Construction Documents and Permits	Within thirty (30) days of Engineering Consultant Award	Within eighteen (18) months of the Engineering Consultant Award	1) Final plans and bid documents are due within five (5) business days of receipt by the Grantee from the Engineering Consultant; 2) Attendance log and notes from the review and/or pre-application meeting(s) are due within three (3) business days of conclusion of the meeting(s); 3) permit applications are due within five (5) days of the Grantee's submittal to the permitting agencies; and 4) Final Permit documentation is due within (5) days of the Grantee's receipt of all required permits or other approvals from permitting agencies
3	Monitoring Plan	Upon Execution	Upon conclusion of Task 2	Within five (5) days of completion by the Grantee

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BUDGET DETAIL BY TASK: Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Budget Category		Budget Amount
1	No Cost	$0
2	Contractual Services (Subcontractor)	$713,043
3	Contractual Services (Subcontractor)	$8,696
	Total for All Tasks:	**$721,739**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $
Contractual Services (Subcontractor)	**$721,739**
Overhead (Indirect Cost) at *de minimis* rate of 15%	**$108,261**

Overhead/Administrative Fee – An overhead (indirect cost) fee of not more than 15% will be allowed on subcontracted work and can be included in any payment request. Calculation of the fee shall be included in the payment request.

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Figure 1. Project Location

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PUBLIC RECORDS REQUIREMENTS

ATTACHMENT 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $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 Part 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 federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 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 year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

   By Mail:
   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of Environmental Protection at one of the following addresses:

   By Mail:
   Audit Director
   Florida Department of Environmental Protection
   Office of Inspector General, MS 40
   3900 Commonwealth Boulevard
   Tallahassee, Florida 32399-3000

   Electronically:
   FDEPSingleAudit@dep.state.fl.us

   B. The Auditor General's Office at the following address:

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

   The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

   By Mail:
   Audit Director
   Florida Department of Environmental Protection
   Office of Inspector General, MS 40
   3900 Commonwealth Boulevard
   Tallahassee, Florida 32399-3000

   Electronically:
   FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the *<u>resources</u>* *awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Gulf Coast Ecosystem Restoration Council	87.051	Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component Program	$830,000	087125
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	C Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	C	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

			Number			

Total Award	$830,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR RESTORE ACT-FUNDED GRANTS

ATTACHMENT 6

1. PROCUREMENT STANDARDS:

For the purchase of goods or services costing more than $2,500 and less than $35,000 the Grantee shall obtain at least two (2) written quotes. For any purchase over $35,000 and less than the current federal simplified acquisition threshold, as set forth in the Federal Acquisitions Regulations, 48 CFR §2.101, the Grantee shall follow its own documented procurement methods, available upon request, to ensure a reasonable and fair price in accordance with 2 CFR §200.32 and the intent of 287.057, F.S. The purchase of goods or services costing more than the current federal simplified acquisition threshold must be conducted in accordance with 2 CFR §200.320(c)-(f).

2. REPORTS:

a. Progress Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. Each Progress Report shall be submitted on **Exhibit A, Progress Report Form**, and shall describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

If applicable, a draft comprehensive final report must be submitted electronically in Microsoft Word format, in accordance with the schedule outlined in Attachment 3. One (1) electronic copy in Adobe.pdf format or Microsoft Word format, of a comprehensive final report must be submitted in accordance with the schedule and submission requirements outlined in Attachment 3. The Grantee's final report shall include an accounting of all Project expenses.

b. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the Project's outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statutes.

c. If the direct and/or indirect purchase of equipment is authorized under paragraph 4 of Attachment 2 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted to the Department at the end of the Agreement.

d. Pursuant to 2 CFR §200.322, any State agency or agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. <u>RECORD KEEPING/AUDIT:</u>

a. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (US GAAP) consistently applied. During the term of this Agreement and for five (5) years following Agreement completion, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), the Florida Department of Environmental Protection, the State, or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to such records for audit purposes.

b. The RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), the Florida Department of Environmental Protection, the State, or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Grantee and their subcontractors corresponding to the duration of their records retention obligation for this award.

c. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

d. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.

e. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

f. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

g. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

    i. If the Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by Grantee to the date repayment is made by Grantee to Department.

    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

h. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. The Grantee will comply with this duty and ensure that its Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.

4. Non-Duplicative Use of RESTORE Act Funds

The Grantee will not seek funding for the approved Project scope of work from any other funding source, including, without limitation, the Oil Spill Liability Trust Fund. Should such funding be received, the Grantee will immediately notify the Department Grant Manager in writing. If the Grantee is authorized to make subawards, the Grantee will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

5. Environmental Compliance / Historic Preservation

Prior to undertaking any activities to which Clean Water Act Section 404 and/or other laws might apply, the Grantee must obtain any required authorizations/permit(s) and provide documentation of compliance to the Department Grant Manager. The Grantee and Subgrantee will comply with any and all mitigating conditions required under such authorizations/permits. Notwithstanding any prior consultation with or approval by a State or Tribal Historic Preservation Officer in accordance with the National Historic Preservation Act of 1966 (54 U.S.C. 300101 et seq.) and Advisory Council on Historic Preservation Guidelines (36 CFR part 800), if any potential archeological materials are discovered in the course of project implementation, the Grantee must ensure that all project activities will stop. The Recipient must then notify the Department Grant Manager in writing and must receive written directions from the Department Grant Manager before proceeding with project implementation.

6. Updates to the Observational Data Plan

The Grantee must update the Project's Observational Data Plan, Exhibit F, and any accompanying metrics to include/update any items currently listed as "Not Available (N/A)" or "To Be Determined (TBD)," The Grantee must deliver updated plans and accompanying metric targets to the Department Grant Manager at least annually until all "N/A" or "TBD" values are provided.

7. Updates to the Data Management Plan

The Grantee must update the Project's Data Management Plan, Exhibit G, to include any plan details listed as "Not Available (N/A)" or "To Be Determined (TBD)" in the current version of the Data Management Plan. The Grantee must deliver updated plans to the Department Grant Manager at least annually until all "N/A" or "TBD" values are provided.

8. Observational Data Management and Delivery

a. **Data Sharing:** All data compiled, collected, or created under this federal award must be provided to the Department Grant Manager on a yearly basis. Any observational data related to Gulf Coast restoration must be publicly visible and accessible in a timely manner, free of charge or at a minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be include in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

b. **Timeliness:** Data must be provided to the Department on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
c. **Data produced under this award and made available to the public must be accompanied by the following statement:** "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [Grantee] under Award No. [Award #1] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the Department or the RESTORE Council.
d. **Failure to Share Data:** Delaying or failing to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Department when making future award decisions. Funding Grantees are responsible for ensuring that these conditions are also met by Subgrantees and subcontractors.
e. **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT PROVISIONS FOR RESTORE
ACT-FUNDED AGREEMENTS
ATTACHMENT 8

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
iii. Wholly or partly suspend or terminate this Contract.
iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired
about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of $2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of $150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining anyFederal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

4. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

5. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

6. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

7. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

8. Additional Lobbying Requirements

(a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

(b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

(c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

9. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

10. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Recipients shall take all affirmative steps necessary to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR 200.321(b).

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

RESTORE COUNCIL-SPECIFIC

11. Recipients shall comply with the RESTORE Council Financial Assistance Standard Terms and Conditions, incorporated by reference and available at: https://restorethegulf.gov/sites/default/files/RESTORE%20Council%20STCs%20Final%208-18-2015.pdf.

12. RESTORE Act-Specific Remedy for Noncompliance:

If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury ("Treasury"), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with Treasury, has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act. See 33 U.S.C. § 1321(t)(1)(G) and (H), and see 31 C.F.R. §34.804 "Noncompliance."

13. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	RES12
Project Title:	Carpenter Creek Bayou Texar Watershed Outfalls Project
Grantee Name:	City of Pensacola
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Procurement of Engineering Services

- **Progress for this reporting period**: (e.g., started, in progress, completed, etc.)
- **Identify delays or problems encountered**:

Deliverable	Date Submitted to DEP	Date Approved by DEP
Letter requesting approval to commence planning		
Grantee's solicitation and Executed Contract w/ Engineering Consultant		
Contract Information		

Task 2: Construction Documents and Permits

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:
- **Deliverables submitted (running total, add rows if needed):**

Deliverable	Date Submitted to DEP	Date Approved by DEP
(Date of Meeting) Attendance Log/Notes		
List of Permits		
Permit Applications submitted		
Permit Authorizations received		
Interim Design Plans		
Final Plans and Bid Specification Documents		

Task 3: Monitoring Plan

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Deliverable	Date Submitted to DEP	Date Approved by DEP
Grantee's Draft Monitoring Plan		
Grantee's Final Monitoring Plan		

Task TBD: Reserved

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Task TBD: Reserved

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

Projected expenditures:
Indicate the projected expenditures for the next calendar quarter:

$____________________________________
This is the amount you expect to submit for reimbursement next quarter.

If there are no expenditures expected, please indicate the reason:

Completion Status for Tasks
Indicate the completion status for the following tasks, as applicable to the project. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 0% ☐ 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐ Date submitted to Permitting Agency(s)

Construction (Estimated): N/A %

Overall Project Completion (Estimated): N/A %

****RESERVED**** Please provide an update on the status of construction each outfall:
Outfall 1:
Construction start date (month/year): __________________ Projected ☐ or Actual ☐

Initiation of operation date (month/year): __________________ Projected ☐ or Actual ☐

Project Location details:

Outfall 2:

Construction start date (month/year): __________________ Projected ☐ or Actual ☐

Initiation of operation date (month/year): __________________ Projected ☐ or Actual ☐

Project Location details:

Outfall 3:

Construction start date (month/year): __________________ Projected ☐ or Actual ☐

Initiation of operation date (month/year): __________________ Projected ☐ or Actual ☐

Project Location details:

Outfall 4:

Construction start date (month/year): __________________ Projected ☐ or Actual ☐

Initiation of operation date (month/year): __________________ Projected ☐ or Actual ☐

Project Location details:

Outfall 5:

Construction start date (month/year): __________________ Projected ☐ or Actual ☐

Initiation of operation date (month/year): __________________ Projected ☐ or Actual ☐

Project Location details:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

____ ________________________

Signature of Grantee’s Grant Manager Date

(***Original Ink or Digital Timestamp***)

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: ___Agreement No.___ Agreement Effective Dates: ________________________

Grantee: __________________________________ Grantee’s Grant Manager: ___________________

Mailing Address: ____

Payment Request No. _______________________ Date of Payment Request: ___________________

Performance Period (*Start date – End date*): ____

Task/Deliverable No(s). ___________________________________
Task/Deliverable(s) Total Amount Requested: $________________

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMUL ATIVE MATCH ING FUNDS
Salaries/Wages	**$ N/A**	**$**	**$N/A**	**$N/A**
Fringe Benefits	**$ N/A**	**$**	**$N/A**	**$N/A**
Indirect Cost	**$**	**$**	**$N/A**	**$N/A**
Contractual (Subcontractors)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$ N/A**	**$**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$ N/A**	**$**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$ N/A**	**$**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$ N/A**	**$**	**$N/A**	**$N/A**
Land Acquisition	**$ N/A**	**$**	**$N/A**	**$N/A**
TOTAL AMOUNT OF THIS REQUEST	**$**	**$**	**$N/A**	**$N/A**
TOTAL GRANT BUDGETAMOUNT	**$**		**$N/A**	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF	**$**		**$N/A**	
TOTAL REMAINING IN BUDGET	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee’s Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

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

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

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

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

Grantee's Certification of Payment Request

I, ____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. ______________________ and Payment Request No. _____________________ that:

- ☑ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable(s) that the request is for (this must be within the timeline shown for the task/deliverable(s) in the Agreement).
TASK/DELIVERABLE NO(s).: This is the number(s) of all task/deliverable(s) that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE(s) TOTAL AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT OF THIS REQUEST"* line under the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

<u>"AMOUNT OF THIS REQUEST" COLUMN</u>: Enter the amount that was expended for the task(s) during the period for which you are requesting reimbursement for this task(s). This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT OF THIS REQUEST*" line. Enter the amount of the total grant budget on the "*TOTAL GRANT BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL GRANT BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN BUDGET*" line.

<u>"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN</u>: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task(s) you are reporting on). Enter the column total on the "*TOTAL AMOUNT OF THIS REQUEST*" line. **Do not enter anything in the shaded areas.**

<u>"MATCHING FUNDS" COLUMN</u>: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT OF THIS REQUEST*" line for this column. Enter the match budget amount on the "*TOTAL GRANT BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL GRANT BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN BUDGET*" line.

<u>"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN</u>: Enter the cumulative amount you have claimed to date for match by budget category for the task(s). Put the total of all on the line titled "*TOTAL REMAINING IN BUDGET*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

<u>GRANTEE'S CERTIFICATION</u>: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must**

be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
QUALITY ASSURANCE REQUIREMENTS FOR GRANTS
STANDARD FIELD & LAB SERVICES

EXHIBIT D

1. **General Requirements and Definitions**
   a. As applicable to the Scope of Services (i.e., scope of work, or grant work plan) described in the grant, the sampling, field testing and laboratory analyses performed under this Grant shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
   b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
   c. "Grantee" shall refer to the grantee, subcontractors, subgrantees, or any entity procured to conduct work under the Grant.
   d. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this Grant.
2. **Requirements for Laboratories**
   a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this Grant. Laboratory certification requirements are described in Rule 62-160.300, F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to Paragraph 62-160.300(5)(c), F.A.C.
   b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the Grant, as determined by the Department according to Paragraph 62-160.300(1)(c), F.A.C.
   c. If the laboratory is not certified for some or all proposed test measurements, the laboratory shall apply for certification within one month of Grant execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the Grant by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC 2003 Quality Systems standards, as adopted) upon Grant execution.
   d. Laboratories shall maintain certification as specified in item 2.a above during the life of the Grant. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Grantee shall notify the DEP Grant Manager in writing before any change to a sub-contracted laboratory is made.
   e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required Grant Quality

Assurance (QA) Plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the Grant.

f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the 2003 NELAC Quality Systems standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the Grant shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to Subsection 62-160.330(3), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.

g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the Grant.

h. Additional laboratory quality control expectations:
   (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable Grant data quality objectives.
   (ii) All laboratory testing procedures shall follow the analytical methods as approved in the Grant QA Plan (see Section 6).
   (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Exhibit.
   (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the Grant QA Plan.

3. **FIELD ACTIVITIES**

a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, January, 2017). The specific standard operating procedures (SOPs) to be used for this Grant shall be cited in the Grant QA Plan (see Section 6).

b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP FQ 1000 (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this Grant according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP FS 2100 (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the Grant QA Plan (see Section 6 below).

(i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the Grantee shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP Grant Manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this Grant.

(ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

a. Reporting, Documentation and Records Retention shall be in compliance with the provisions specified in the DEP Grant.

b. Deliverable requirements for Reporting are further specified in DEP Grant Scope of Services.

c. All laboratory and field records described or listed in Rules 62-160.240 and 62-160.340, F.A.C., shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the Grant. Longer retention times as specified in the Grant shall supersede.

d. All field and laboratory data and supporting information shall be reported for this Grant according to applicable requirements in Subsections 62-160.340(3) – (8), F.A.C.

e. Any other documentation and reports associated with work performed for this Grant shall be likewise retained and shall include relevant information for the procedures described in Sections 2 and 3, above.

f. Any documentation or reports specifically identified in this Grant as deliverable work products shall be retained as in 4.a., above.

g. All field and laboratory records that are associated with work performed under this Grant shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.

h. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the Grant and/or Scope of Services, and/or as described in the approved Grant QA Plan (see Section 6). Also, see Subsection k., below.

i. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements (NELAC 2003, section 5.5.10).

j. Upon request by the Department Grant Manager or as required by the Grant, copies of the original laboratory reports shall be submitted to the Department Grant Manager.

k. In addition to any reports of sample results provided per Grant deliverable requirements and Subsections b., e., f. and g., above, the Grantee shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (Section 4) upon request by DEP, including any of the following:

- **Laboratory sample identification (ID) and associated Field ID**
- Analytical/test method
- Parameter/analyte name
- Analytical result (including dilution factor)
- Result unit
- Applicable DEP Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.
- Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
- Date and time of sample preparation (if applicable)
- Date and time of sample analysis
- Results of laboratory verification of field preservation of received samples
- Sample matrix
- DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this Grant)
- MDL, Limit of Detection (LOD) or other defined limit of detection
- PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
- Field and laboratory QC blank results:

- **Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)**
- **Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)**

- Results for field duplicates (or replicates)
- Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
  - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
  - Results of surrogate spike analyses
  - Results of laboratory control samples (LCS)
  - Results of calibration verifications
  - Acceptance criteria used to evaluate each reported quality control measure

l. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.

m. In addition to any field information provided per Grant deliverable requirements, and Subsections b., e., f. and g., above, the Grantee shall submit any of the field information and/or records associated with the contracted samples as described in this section (Section 4) upon request by DEP, including any of the following:

- Site name and location information
- Field ID for each sample container and the associated analytes (test methods) for which the container was collected
- Date and time of sample collection
- Sample collection depth, if applicable
- Sample collection method identified by the DEP SOP number, where applicable
- If performed, indicate samples that were filtered

- Field test measurement results:
  - DEP SOP number (FT-series), where applicable
  - Parameter name
  - Result
  - Result unit
  - Applicable Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.
- Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).

n. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the Grant and/or Scope of Services, and/or as described in the approved QA Plan (see Section 6).

5. **AUDITS**

a. TECHNICAL AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at Grantee facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per Section 4, above, shall be provided by the Grantee. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the Grant, do not meet the data quality objectives specified by the Grant, do not meet other applicable Department criteria described in the Grant, its exhibits, the QA Plan (see Section 6) or these QA Requirements, do not meet applicable data validation criteria outlined in Rule 62-160.670, F.A.C., or are not otherwise suitable for the intended use of the data (however applicable), the DEP Grant Manager shall pursue remedies available to the Department pursuant to the terms of the Grant.

b. PLANNING REVIEW TECHNICAL AUDITS –

(i) Initial: The Grantee shall review the Grant QA Plan (see Section 6) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. A summary of the review, including any corrective action plans or amendments to the Grant QA Plan, shall be sent to the DEP Grant Manager, and a copy of all submitted documents shall be maintained with the permanent project records.

(ii) Ongoing: Planning reviews as described in subsection (i) above shall occur after the initial planning review audit for the remainder of the Grant, as specified in the Scope of Services.

(iii) Statements of Usability: Initial and ongoing Planning Review Technical Audits described in (i) and (ii) above shall include statements about data usability relative to the Grant data quality objectives and any data quality indicators that may be specified in the Grant, its exhibits, the QA Plan (see Section 6), or these QA Requirements. This usability determination shall take into account all applicable data quality acceptance and usability criteria for quality control and environmental sample results for the Grant, as specified in the procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits, or these QA Requirements.

(iv) Initial and ongoing reviews and summaries shall be completed within timeframes specified in the Grant Scope of Services.

c. QUALITY SYSTEMS AUDITS – The Grantee shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each entity performing work under the Grant. The results of these audits shall be documented in the Grantee's records. Copies of the above audit reports or results shall be provided to the DEP Grant Manager upon request. Copies of audit records for internal audits conducted per DEP SOP FA 1000 (subpart FA 4200) or NELAC Quality Systems requirements (NELAC 2003, section 5.4.13) shall be similarly provided upon request.

6. **QUALITY ASSURANCE PLAN**

a. The Grantee shall submit a Quality Assurance (QA) Plan for the Grant to the DEP Grant Manager, as specified in the Grant Scope of Services. The Standard QA Plan Template may be used to capture all required elements in the Plan.

b. The DEP Grant number shall appear on the title page of the submitted QA Plan. The Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved, within timeframes specified in the Grant Scope of Services. If further revisions are needed, the Grantee shall respond within timeframes specified in the Grant Scope of Services. The Department shall respond to all revisions to the QA Plan within timeframes specified in the Grant Scope of Services.

c. Work may not begin for specific Grant tasks until approval (or conditional approval) has been received by the Grantee from the DEP Grant Manager. Sampling and analysis for the Grant may not begin until the QA Plan has been approved (or conditionally approved).

d. Once approved, the Grantee(s) shall follow the procedures and methods described in the approved QA Plan and any other relevant quality assurance documents, including, but not limited to:

- Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
- Using only the protocols approved in the QA Plan; and
- Using only the equipment approved in the QA Plan.

If any significant changes occur in sampling project design, project analyte list, procedures or test methods, equipment, or key personnel, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review, within timeframes specified in the Grant Scope of Services. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager, as documented through written or electronic correspondence.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
REQUEST FOR PAYMENT - PART II
REIMBURSEMENT DETAIL
EXHIBIT J

DEP Agreement No.:					**Payment Request No.:**			
Grantee Name:					**Invoice Period:**			
Vendor Name	**Invoice Number**	**Invoice Date**	**Invoice Amount**	**Amount to Credit toward Match, or Local Share, or Other Funding, or Amount Not Requested**	**Requested Amount**	**Check or EFT Number**	**Task Number**	**Budget Category**
Example: Vendor Name	1	6/2/2022	$ 22,775.30	$ -	$ 22,775.30	V47494	1	Contractual Services
			$ -	$ -	$ -			
			$ -	$ -	$ -			
			$ -	$ -	$ -			
			$ -	$ -	$ -			
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Totals:			**$ 22,775.30**	**$ -**	**$ 22,775.30**			

#11
Site: A
Site: B
Site: C
Site: D
Site: E
Legend
Streets
Water
Outfalls
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.
L:\GIS\Map_Archives\Grants\BayouTexar\Outfalls.aprx
7/18/2023
PENSACOLA
BAYOU BLVD
OSCEOLA BLVD
YATES AVE
WHALEY AVE
MAGNOLIA AVE
ESCAMBIA AVE
N 20TH AVE
N 19TH AVE
N 18TH AVE
N 17TH AVE
CERVANTES BRG
STANLEY AVE
PERRY AVE
PICKENS AVE
KNOWLES AVE
WATSON AVE
HYDE PARK RD
COVE RD
CONWAY DR
FOULIS DR
FLEANCE DR
DUNSINANE RD
CAWDOR CT
BANQUOS TRL
BANQUOS CT
E LAKEVIEW AVE
E AVERY ST
E MALLORY ST
E MORENO ST
E BLOUNT ST
E LEE ST
E LLOYD ST
E BRAINERD ST
E GONZALEZ ST
E DESOTO ST
E STRONG ST
E CERVANTES ST
E GADSDEN ST
E JACKSON ST
E LA RUA ST
LA RUA LNDG
E BOBE ST
E MAXWELL ST
E JORDAN ST
E HERNANDEZ ST

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-791 City Council 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-65 - STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT - CARPENTER CREEK

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-65

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

HEARING REQUIRED:

SUMMARY:

The Carpenter Creek Bayou Texar Watershed Outfalls Project was selected under RESTORE Council's Funded Priority List 3b Florida Water Quality Improvement Program. The project's goal is to improve the water quality and overall ecological health of the Bayou by targeting infrastructure investments to improve water quality and eliminate significant levels of harmful runoff. The project includes design, engineering and permitting of advanced underground treatment units which will remove debris and floatables at five outfalls prior to entering the Bayou.

A subsequent implementation project is anticipated to construct the planned outfall improvements to capture and treat stormwater runoff from 40 acres in Pensacola with goals of reducing nitrogen, phosphorus, and total suspended solids. The project addresses RESTORE Council's goal to Restore Water Quality and Quantity. The City of Pensacola (Grantee) will oversee project planning, design, and secure permits for future construction of the 5 improved stormwater outfalls into Bayou Texar. The implementation project will include an effectiveness monitoring component to document annual pollutant load reductions.

PRIOR ACTION:

No prior action has been taken on this project.

FUNDING:

Budget	$830,000	Florida Department of Environmental Protection Grant
	$830,000	
Actual	$713,043	Planning, Permitting and Construction (Phase I)
	$8,696	Monitoring (Phase I)
	$108,261	Indirect Costs
	$830,000	

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate grant funds. This project will be fully funded by grant funding. The indirect costs will be used to fund the Engineering allocation for the project, an additional position in the Grants Division, as well as other project and administrative costs.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Brad Hinote, City Engineer
William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-65
2. Supplemental Budget Explanation No. 2024-65
3. Carpenter Creek Bayou Texar Watershed Outfalls Grant Agreement - RES12
4. Map

PRESENTATION: No

RESOLUTION
NO. 2024-65

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	56,746,941
Amended To Read:	Federal Grants	57,576,941
As Reads	Personnel Services	1,341,115
Amended To Read:	Personnel Services	1,403,115
As Reads	Operating Expenses	4,417,811
Amended To Read:	Operating Expenses	5,185,811

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: ______________________

Approved: ______________________
President of City Council

Attest:

____
City Clerk

THE CITY OF PENSACOLA

SEPTEMBER 2024 - SUPPLEMENTAL BUDGET RESOLUTION -FL DEPT OF ENVIROMENTAL PROTECTION GRANT - CARPENTERS CREEK/BAYOU TEXAR WATERSHED OUTFALLS - RES NO. 2024-65

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	830,000	Increase appropriation for Federal Grants - FL Dept of Envir. Protection Grant - Carpenters Creek/Bayou Texar Watershed Outfalls
Total Revenues	830,000	
Appropriations		
Personnel Services	62,000	Increase appropriation for Personnel Services
Operating Expenses	768,000	Increase appropriation for Operating Expenses
Total Appropriations	830,000	

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): Carpenter Creek Bayou Texar Watershed Outfalls

Agreement Number: RES12

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

Grantee Name: City of Pensacola

Entity Type: Local Government

Grantee Address: 222 W. Main Street, Pensacola, FL 32502

FEID: 59-6000406

(Grantee)

3. Agreement Begin Date: Upon Execution

Date of Expiration: August 25, 2027

4. Project Number: RST001103
(If different from Agreement Number)

Project Location(s): Bayou Texar

Project Description: The Planning Project includes multiple existing stormwater outfalls in residential neighborhoods along the Bayou. Each outfall predates modern-day stormwater regulations, thus discharging untreated stormwater and sediments directly into Bayou Texar. Water quality analysis and pollutant load models reveal elevated nutrient concentrations at downstream monitoring stations. Existing infrastructure at the sites include paved flumes leading from curb inlets directly into the Bayou. This Planning Project will plan, design, and permit of stormwater treatment units and green infrastructure techniques at 5 existing outfalls with goals of reducing nitrogen, phosphorus, and total suspended solids.

5. Total Amount of Funding: $830,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☐ State ■ Federal	RST11	$ 830,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 830,000.00

6. Department's Grant Manager

Name: Sarah Ketron or successor

Address: 3900 Commonwealth Boulevard
MS240
Tallahassee, FL 32399-3000

Phone: 850-245-2167

Email: Sarah.Ketron@FloridaDEP

Grantee's Grant Manager

Name: William K. Boyer or successor

Address: 222 W. Main Street
Pensacola, FL 32502

Phone: 850-435-1822

Email: kboyer@cityofpensacola.com

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

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

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
■ Additional Exhibits (if necessary):	Exhibit J: Reimbursement Detail

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	GT3CP22FL0003
Unique Entity Identifier (UEI):	NTFBR7NNV8T9
Federal Award Date to Department:	06/16/2022
Federal Award Project Description:	This Federal award will provide RESTORE Act funds for administration and oversight, as well as direct funding for projects under Florida's Water Quality Improvement Program. Projects funded under this program will restore water quality and quantity throughout Florida's Gulf Coast by underwriting a comprehensive suite of linked water quality improvement projects.
Total Federal Funds Obligated by this Agreement:	$830,000.00
Federal Awarding Agency:	The Gulf Coast Ecosystem Restoration Council
Award R&D?	☐ Yes ■ N/A

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

City of Pensacola **GRANTEE**

Grantee Name

By ______________________________

(*Authorized Signature)* Date Signed

____

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By ______________________________

Secretary or Designee Date Signed

____

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS
ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   - i. Standard Grant Agreement
   - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   - iii. Attachment 1, Standard Terms and Conditions
   - iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail,
U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
(1) an increase or decrease in the Agreement funding amount;
(2) a change in Grantee's match requirements;
(3) a change in the expiration date of the Agreement; and/or
(4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
A change order to this Agreement may be used when:
(1) task timelines within the current authorized Agreement period change;
(2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;

(3) changing the current funding source as stated in the Standard Grant Agreement; and/or
(4) fund transfers between budget categories for the purposes of meeting match requirements.
This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

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

3. Agreement Duration.

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

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department
does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state- agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

   i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
   ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
   iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
   iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of- opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant

Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
   i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
   ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.
   The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

   ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing
$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

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

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. **Insurance.**

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self- insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. **Termination.**

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

  i. Entry of an order for relief under Title 11 of the United States Code;
  ii. The making by Grantee of a general assignment for the benefit of creditors;
  iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

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

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

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:

i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;

ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. <u>Public Entity Crime</u>. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. <u>Discriminatory Vendors</u>. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. <u>Antitrust Violator Vendors.</u> A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. <u>Notification</u>. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the

Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

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

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

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

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

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

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

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

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

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

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

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

41. Food Commodities.

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

42. Anti-human Trafficking.

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

43. Iron and Steel for Public Works Projects.

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

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

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

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

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

44. Execution in Counterparts and Authority to Sign.

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

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. RES12

ATTACHMENT 2

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

1. Scope of Work.
The Project funded under this Agreement is multiple existing stormwater outfalls in residential neighborhoods along the Bayou. Each outfall predates modern-day stormwater regulations, thus discharging untreated stormwater and sediments directly into Bayou Texar. Water quality analysis and pollutant load models reveal elevated nutrient concentrations at downstream monitoring stations. Existing infrastructure at the sites include paved flumes leading from curb inlets directly into the Bayou. This Planning Project will plan, design, and permit stormwater treatment units and green infrastructure techniques at 5 existing outfalls with goals of reducing nitrogen, phosphorus, and total suspended solids. The discharge of untreated stormwater runoff causes increased sediment and nutrient loading that has an adverse effect on the ecology of Bayou Texar. The Bayou represents a significant habitat for 70 identified rare, imperiled or threatened animal species and at least 68 rare, imperiled or threatened plant species. The City of Pensacola seeks to improve the water quality and overall ecological health of the Bayou by targeting infrastructure investments to improve water quality and eliminate significant levels of harmful runoff. This proposed Planning Project will fund planning, design, and permitting of 5 improved stormwater outfalls into Bayou Texar, along with the development of a monitoring plan to measure to effectiveness of the improved outfalls if constructed. Specifically, the improved outfalls would capture and treat stormwater runoff from 40 acres in Pensacola that currently discharges untreated runoff directly into the Bayou. The proposed improvements will include advanced underground treatment units which will remove debris and floatables prior to entering the Bayou. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☒	☐	b. Indirect Costs, 15%.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring

clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. <u>Workers' Compensation and Employer's Liability Coverage.</u>
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. <u>Other Insurance.</u> None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal

Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

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ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Carpenter Creek Bayou Texar Watershed Outfalls

PROJECT LOCATION: The project is located near where Carpenter Creek enters Bayou Texar in the Pensacola Bay System. The project is within the City of Pensacola, Florida. See Figure 1 for Project Location.

PROJECT BACKGROUND: The Gulf Coast Ecosystem Restoration Council (RESTORE Council) is comprised of eleven (11) state and federal members. Council members include the governors of Alabama, Florida, Louisiana, Mississippi, and Texas, the Administrator of the U.S. Environmental Protection Agency and the Secretaries of the U.S. Departments of the Interior, Commerce, Agriculture, Homeland Security, and the Army. The Administrator of the U.S. Environmental Protection Agency serves as Council Chair.

One of the RESTORE Council's primary responsibilities is to develop a comprehensive plan to restore the ecosystem and economy of the Gulf Coast region in the wake of the *Deepwater Horizon* oil spill. The RESTORE Council selects projects to be funded by the Gulf Coast Restoration Trust Fund and adds them to an approved Funded Priorities List. Projects listed on the approved Funded Priorities list must implement on or more of the seven (7) objectives set by the RESTORE Council:

(1) Restore, Enhance and Protect Habitats
(2) Restore, Improve, and Protect Water Resources
(3) Protect and Restore Living Coastal and Marine Resources
(4) Restore and Enhance Natural Processes and Shorelines
(5) Promote Community Resilience
(6) Promote Natural Resource Stewardship and Environmental Education
(7) Improve Science-Based Decision-Making Processes

Carpenter Creek and Bayou Texar have experienced environmental degradation since the 1950s. These waterways currently have verified 303(d) listed impairments and other pollutants. A Carpenter Creek Watershed Master Plan provides a holistic approach for planning projects in the watershed. The Carpenter Creek Bayou Texar Watershed Outfalls project is 1 of 15 projects identified in the Carpenter Creek Watershed Master Plan. The identified projects are intended to be the first-step measure to protect and restore the Carpenter Creek and Bayou Texar watersheds.

Stormwater outfalls in this area predate modern-day stormwater regulations, thus untreated stormwater and sediments are discharged directly into Bayou Texar. Water quality analysis and pollutant load models reveal elevated nutrient concentrations at downstream monitoring stations. Existing infrastructure at the sites include paved flumes leading from curb inlets directly into the Bayou.

PROJECT DESCRIPTION: The Carpenter Creek Bayou Texar Watershed Outfalls Project (Project) was selected under RESTORE Council's Funded Priority List 3b Florida Water Quality Improvement Program. The Project's goal is to improve the water quality and overall ecological health of the Bayou by targeting infrastructure investments to improve water quality and eliminate significant levels of harmful runoff. The Project includes design, engineering and permitting of advanced underground treatment units which will remove debris and floatables at five (5) outfalls prior to entering the Bayou. A subsequent Implementation Project is anticipated to construct the planned outfall improvements to capture and treat stormwater runoff from 40 acres in Pensacola with goals of reducing nitrogen, phosphorus, and total suspended solids.

The Project addresses RESTORE Council's goal to Restore Water Quality and Quantity. The City of Pensacola (Grantee) will oversee Project planning, design, and secure permits for future construction of the 5 improved stormwater outfalls into Bayou Texar, The Implementation Project will include an effectiveness monitoring component to document annual pollutant load reductions.

TASKS and DELIVERABLES:

Task 1: Procurement of Engineering Services

Description: The Grantee will competitively procure a qualified Engineering Consultant per Chapter 255, F.S., and applicable provisions of 2 CFR part 200, to prepare engineering, design, surveys, geotechnical analysis in support of construction bidding, preparation of construction bid documents, and all required permit applications necessary to construct the Project. Work requiring a professional license will be performed by professionals licensed in the State of Florida to provide the required services. The Grantee will make a written request to the Department's Grant Manager and receive written approval at least 7 business days prior to authorizing the services to commence.

Deliverables: The Grantee will submit: 1) a letter requesting approval to commence planning, design, permitting and other consultation services through the selected Engineering Consultant and 2) electronic copies of the solicitation(s) and executed contract(s), and 3) the following information for each procurement:

• Name and Universal Entity Identification (UEI) number of Engineering Consultant. Identify the name of the contractor and provide the Engineering Consultant's UEI number. The UEI number can be obtained at SAM.gov.
• Procurement Method. Identify the method of procuring the contract. If the contract is sole sourced, include a detailed justification as to why this organization is the only one able to perform the services or how this selection is otherwise in conformance with applicable contracting rules related to noncompetitive awards.
• Type of contract awarded (e.g., time and materials, fixed, etc.).
• Period of Performance. Specify the beginning and ending dates of the contract.
• Scope of Work. Describe the specific services/tasks to be performed by the Engineering Consultant and relate them to the accomplishment of project or program objectives. Deliverables should be clearly defined.
• Method of Accountability. Describe how the progress and performance of the contactor will be monitored during and on close of the period of performance. Identify who will be responsible for supervising the contract.
• Contract Amount. At a minimum, provide the total amount of the contract.

Performance Standard: The Department's Grant Manager will review the deliverables to verify they have been completed as described above. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with work funded by this grant. If the Grantee proceeds prior to the DEP Grant Manager's approval, the Grantee proceeds at their own risk.

Payment Request Schedule: Not applicable to this task.

Task 2: Construction Documents and Permits

Description: The Grantee will complete the design of stormwater controls in the Bayou Texar watershed and obtain all necessary permits for construction of the project(s). The Grantee will notify the Department's Grant Manager of the Grantee's design review meeting(s) with the Engineering Consultant to review comments on the plans and specifications prior to release for bid. The Grantee will provide an opportunity to for the Department's Grant Manager attend meetings in support of the preparation of conceptual through final design documents. The Grantee shall prepare an attendance log and record notes from the meeting(s).

Where applicable, the Grantee shall arrange for and schedule pre-application meetings with the appropriate agencies to review the project and determine information to be provided prior to submitting the permit applications. The dates, times and locations of the preapplication meetings shall be coordinated with the Department's Project Manager. Subsequent to the pre-application meetings the Grantee shall prepare any required permit applications for submittal to each of the local, state or federal agencies that require a permit(s) for construction of the proposed stormwater control projects. The Grantee will make a complete response to requests for additional information (RAI) from the applicable agencies.

Deliverables: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager; 2) electronic copies of intermediate designs and (1) half scale 11"x17" hard copy and one (1) electronic PDF copy of the final plans and technical specifications; 3) attendance log and notes from all design review meeting(s); 4) list of all applicable permits or notifications of exemption; 5) list of attendees at pre-application meetings and minutes from each meeting; and 6) electronic copies of all applications submitted and permits, or other approvals received for this project.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, all required permits or notifications of exemption. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Monitoring Plan

Description: The Grantee will prepare a detailed Monitoring Plan (Plan) and an associated Quality Assurance Project Plan (QAPP). The QAPP shall be prepared in accordance with Exhibit D. The Monitoring Plan and QAPP will specify the sampling procedure's locations, sampling instruments, and parameters to be sampled for storm event monitoring to be conducted for seven (7) to ten (10) storm events before and after completion of Project (future) construction to monitor the effectiveness of the Project, once implemented. This includes planning for the monitoring of pre-construction conditions and annual monitoring for two years post-construction.

Deliverables: The Grantee will submit: 1) an electronic copy of the draft Monitoring Plan and QAPP in Word format submitted to the Department's Grant Manager for review and comment; and 2) an electronic copy of the final Monitoring Plan in Word or PDF format that incorporates comments provided by the Department's Grant Manager, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

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PROJECT TIMELINE: The tasks must be completed by the corresponding task end date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date
1	Procurement of Engineering Services	Upon Execution	Upon award of selection of the Engineering Consultant	Within (5) days of final execution of the Grantee's Contract with the Selected Engineering Consultant
2	Construction Documents and Permits	Within thirty (30) days of Engineering Consultant Award	Within eighteen (18) months of the Engineering Consultant Award	1) Final plans and bid documents are due within five (5) business days of receipt by the Grantee from the Engineering Consultant; 2) Attendance log and notes from the review and/or pre-application meeting(s) are due within three (3) business days of conclusion of the meeting(s); 3) permit applications are due within five (5) days of the Grantee's submittal to the permitting agencies; and 4) Final Permit documentation is due within (5) days of the Grantee's receipt of all required permits or other approvals from permitting agencies
3	Monitoring Plan	Upon Execution	Upon conclusion of Task 2	Within five (5) days of completion by the Grantee

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BUDGET DETAIL BY TASK: Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Budget Category		Budget Amount
1	No Cost	$0
2	Contractual Services (Subcontractor)	$713,043
3	Contractual Services (Subcontractor)	$8,696
	Total for All Tasks:	**$721,739**

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $
Contractual Services (Subcontractor)	**$721,739**
Overhead (Indirect Cost) at *de minimis* rate of 15%	**$108,261**

Overhead/Administrative Fee – An overhead (indirect cost) fee of not more than 15% will be allowed on subcontracted work and can be included in any payment request. Calculation of the fee shall be included in the payment request.

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Figure 1. Project Location

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PUBLIC RECORDS REQUIREMENTS

ATTACHMENT 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $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 Part 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 federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 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 year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

      By Mail:
      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of Environmental Protection at one of the following addresses:

      By Mail:
      Audit Director
      Florida Department of Environmental Protection
      Office of Inspector General, MS 40
      3900 Commonwealth Boulevard
      Tallahassee, Florida 32399-3000

      Electronically:
      FDEPSingleAudit@dep.state.fl.us

   B. The Auditor General's Office at the following address:

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

      The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

      By Mail:
      Audit Director
      Florida Department of Environmental Protection
      Office of Inspector General, MS 40
      3900 Commonwealth Boulevard
      Tallahassee, Florida 32399-3000

      Electronically:
      FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Gulf Coast Ecosystem Restoration Council	87.051	Gulf Coast Ecosystem Restoration Council Comprehensive Plan Component Program	$830,000	087125
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	C Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	C	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

			Number			

Total Award	$830,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR RESTORE ACT-FUNDED GRANTS

ATTACHMENT 6

1. <u>PROCUREMENT STANDARDS:</u>

For the purchase of goods or services costing more than $2,500 and less than $35,000 the Grantee shall obtain at least two (2) written quotes. For any purchase over $35,000 and less than the current federal simplified acquisition threshold, as set forth in the Federal Acquisitions Regulations, 48 CFR §2.101, the Grantee shall follow its own documented procurement methods, available upon request, to ensure a reasonable and fair price in accordance with 2 CFR §200.32 and the intent of 287.057, F.S. The purchase of goods or services costing more than the current federal simplified acquisition threshold must be conducted in accordance with 2 CFR §200.320(c)-(f).

2. <u>REPORTS:</u>

a. Progress Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. Each Progress Report shall be submitted on **Exhibit A, Progress Report Form**, and shall describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

   If applicable, a draft comprehensive final report must be submitted electronically in Microsoft Word format, in accordance with the schedule outlined in Attachment 3. One (1) electronic copy in Adobe.pdf format or Microsoft Word format, of a comprehensive final report must be submitted in accordance with the schedule and submission requirements outlined in Attachment 3. The Grantee's final report shall include an accounting of all Project expenses.

b. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the Project's outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statutes.

c. If the direct and/or indirect purchase of equipment is authorized under paragraph 4 of Attachment 2 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect. A final inventory report shall be submitted to the Department at the end of the Agreement.

d. Pursuant to 2 CFR §200.322, any State agency or agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. **RECORD KEEPING/AUDIT:**

a. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (US GAAP) consistently applied. During the term of this Agreement and for five (5) years following Agreement completion, the RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), the Florida Department of Environmental Protection, the State, or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to such records for audit purposes.

b. The RESTORE Council, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), the Florida Department of Environmental Protection, the State, or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Grantee and their subcontractors corresponding to the duration of their records retention obligation for this award.

c. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

d. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.

e. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: [https:\\apps.fldfs.com\fsaa](https:\\apps.fldfs.com\fsaa).

f. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

g. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

    i. If the Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by Grantee to the date repayment is made by Grantee to Department.

    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

h. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. The Grantee will comply with this duty and ensure that its Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.

4. Non-Duplicative Use of RESTORE Act Funds

The Grantee will not seek funding for the approved Project scope of work from any other funding source, including, without limitation, the Oil Spill Liability Trust Fund. Should such funding be received, the Grantee will immediately notify the Department Grant Manager in writing. If the Grantee is authorized to make subawards, the Grantee will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

5. Environmental Compliance / Historic Preservation

Prior to undertaking any activities to which Clean Water Act Section 404 and/or other laws might apply, the Grantee must obtain any required authorizations/permit(s) and provide documentation of compliance to the Department Grant Manager. The Grantee and Subgrantee will comply with any and all mitigating conditions required under such authorizations/permits. Notwithstanding any prior consultation with or approval by a State or Tribal Historic Preservation Officer in accordance with the National Historic Preservation Act of 1966 (54 U.S.C. 300101 et seq.) and Advisory Council on Historic Preservation Guidelines (36 CFR part 800), if any potential archeological materials are discovered in the course of project implementation, the Grantee must ensure that all project activities will stop. The Recipient must then notify the Department Grant Manager in writing and must receive written directions from the Department Grant Manager before proceeding with project implementation.

6. Updates to the Observational Data Plan

The Grantee must update the Project's Observational Data Plan, Exhibit F, and any accompanying metrics to include/update any items currently listed as "Not Available (N/A)" or "To Be Determined (TBD)," The Grantee must deliver updated plans and accompanying metric targets to the Department Grant Manager at least annually until all "N/A" or "TBD" values are provided.

7. Updates to the Data Management Plan

The Grantee must update the Project's Data Management Plan, Exhibit G, to include any plan details listed as "Not Available (N/A)" or "To Be Determined (TBD)" in the current version of the Data Management Plan. The Grantee must deliver updated plans to the Department Grant Manager at least annually until all "N/A" or "TBD" values are provided.

8. Observational Data Management and Delivery

a. **Data Sharing:** All data compiled, collected, or created under this federal award must be provided to the Department Grant Manager on a yearly basis. Any observational data related to Gulf Coast restoration must be publicly visible and accessible in a timely manner, free of charge or at a minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be include in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

b. **Timeliness:** Data must be provided to the Department on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
c. **Data produced under this award and made available to the public must be accompanied by the following statement:** "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [Grantee] under Award No. [Award #1] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the Department or the RESTORE Council.
d. **Failure to Share Data:** Delaying or failing to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Department when making future award decisions. Funding Grantees are responsible for ensuring that these conditions are also met by Subgrantees and subcontractors.
e. **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT PROVISIONS FOR RESTORE ACT-FUNDED AGREEMENTS
ATTACHMENT 8

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."
Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:
During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of $2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of $150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining anyFederal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

4. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

5. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

6. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

7. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

8. Additional Lobbying Requirements

(a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

(b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

(c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

9. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

10. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Recipients shall take all affirmative steps necessary to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR 200.321(b).

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

RESTORE COUNCIL-SPECIFIC

11. Recipients shall comply with the RESTORE Council Financial Assistance Standard Terms and Conditions, incorporated by reference and available at: https://restorethegulf.gov/sites/default/files/RESTORE%20Council%20STCs%20Final%208-18-2015.pdf.

12. RESTORE Act-Specific Remedy for Noncompliance:

If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury ("Treasury"), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with Treasury, has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act. See 33 U.S.C. § 1321(t)(1)(G) and (H), and see 31 C.F.R. §34.804 "Noncompliance."

13. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	RES12
Project Title:	Carpenter Creek Bayou Texar Watershed Outfalls Project
Grantee Name:	City of Pensacola
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

<u>Provide the following information for all tasks identified in the Grant Work Plan:</u>
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

<u>Task 1: Procurement of Engineering Services</u>

- **Progress for this reporting period**: (e.g., started, in progress, completed, etc.)
- **Identify delays or problems encountered**:

Deliverable	Date Submitted to DEP	Date Approved by DEP
Letter requesting approval to commence planning		
Grantee's solicitation and Executed Contract w/ Engineering Consultant		
Contract Information		

<u>Task 2: Construction Documents and Permits</u>

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:
- **Deliverables submitted (running total, add rows if needed):**

Deliverable	Date Submitted to DEP	Date Approved by DEP
(Date of Meeting) Attendance Log/Notes		
List of Permits		
Permit Applications submitted		
Permit Authorizations received		
Interim Design Plans		
Final Plans and Bid Specification Documents		

Task 3: Monitoring Plan

- **Progress for this reporting period**:

- **Identify delays or problems encountered**:

Deliverable	Date Submitted to DEP	Date Approved by DEP
Grantee's Draft Monitoring Plan		
Grantee's Final Monitoring Plan		

Task TBD: Reserved

- **Progress for this reporting period**:

- **Identify delays or problems encountered**:

Task TBD: Reserved

- **Progress for this reporting period**:

- **Identify delays or problems encountered**:

Projected expenditures:
Indicate the projected expenditures for the next calendar quarter:

$____________________________________
This is the amount you expect to submit for reimbursement next quarter.

If there are no expenditures expected, please indicate the reason:

Completion Status for Tasks
Indicate the completion status for the following tasks, as applicable to the project. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 0% ☐ 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐ Date submitted to Permitting Agency(s)

Construction (Estimated): N/A %

Overall Project Completion (Estimated): N/A %

****RESERVED**** Please provide an update on the status of construction each outfall:
Outfall 1:
Construction start date (month/year): __________________ Projected ☐ or Actual ☐

Initiation of operation date (month/year): ___________________ Projected ☐ or Actual ☐

Project Location details:

Outfall 2:

Construction start date (month/year): ___________________ Projected ☐ or Actual ☐

Initiation of operation date (month/year): ___________________ Projected ☐ or Actual ☐

Project Location details:

Outfall 3:

Construction start date (month/year): ___________________ Projected ☐ or Actual ☐

Initiation of operation date (month/year): ___________________ Projected ☐ or Actual ☐

Project Location details:

Outfall 4:

Construction start date (month/year): ___________________ Projected ☐ or Actual ☐

Initiation of operation date (month/year): ___________________ Projected ☐ or Actual ☐

Project Location details:

Outfall 5:

Construction start date (month/year): ___________________ Projected ☐ or Actual ☐

Initiation of operation date (month/year): ___________________ Projected ☐ or Actual ☐

Project Location details:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

____ ___________________________

Signature of Grantee's Grant Manager Date

(***Original Ink or Digital Timestamp***)

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: ___Agreement No.___ Agreement Effective Dates: ________________________

Grantee: _________________________________ Grantee's Grant Manager: ___________________

Mailing Address: ____

Payment Request No. _______________________ Date of Payment Request: ___________________

Performance Period (*Start date – End date*): ____

Task/Deliverable No(s). __________________________________
Task/Deliverable(s) Total Amount Requested: $________________

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMUL ATIVE MATCH ING FUNDS
Salaries/Wages	**$ N/A**	**$**	**$N/A**	**$N/A**
Fringe Benefits	**$ N/A**	**$**	**$N/A**	**$N/A**
Indirect Cost	**$**	**$**	**$N/A**	**$N/A**
Contractual (Subcontractors)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$ N/A**	**$**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$ N/A**	**$**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$ N/A**	**$**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$ N/A**	**$**	**$N/A**	**$N/A**
Land Acquisition	**$ N/A**	**$**	**$N/A**	**$N/A**
TOTAL AMOUNT OF THIS REQUEST	**$**	**$**	**$N/A**	**$N/A**
TOTAL GRANT BUDGETAMOUNT	**$**		**$N/A**	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF	**$**		**$N/A**	
TOTAL REMAINING IN BUDGET	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

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

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

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

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

Grantee’s Certification of Payment Request

I, ____ , on behalf of

(Print name of Grantee’s Grant Manager designated in the Agreement)

____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. ______________________ and Payment Request No. _____________________ that:

☑ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.

☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

☐ All permits and approvals required for the construction, which is underway, have been obtained.

☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.

☐ The Grantee’s Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable(s) that the request is for (this must be within the timeline shown for the task/deliverable(s) in the Agreement).
TASK/DELIVERABLE NO(s).: This is the number(s) of all task/deliverable(s) that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE(s) TOTAL AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT OF THIS REQUEST"* line under the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for the task(s) during the period for which you are requesting reimbursement for this task(s). This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT OF THIS REQUEST*" line. Enter the amount of the total grant budget on the "*TOTAL GRANT BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL GRANT BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN BUDGET*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task(s) you are reporting on). Enter the column total on the "*TOTAL AMOUNT OF THIS REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT OF THIS REQUEST*" line for this column. Enter the match budget amount on the "*TOTAL GRANT BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL GRANT BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN BUDGET*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task(s). Put the total of all on the line titled "*TOTAL REMAINING IN BUDGET*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must**

be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
QUALITY ASSURANCE REQUIREMENTS FOR GRANTS
STANDARD FIELD & LAB SERVICES

EXHIBIT D

1. **General Requirements and Definitions**
   a. As applicable to the Scope of Services (i.e., scope of work, or grant work plan) described in the grant, the sampling, field testing and laboratory analyses performed under this Grant shall conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.), and "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
   b. Hereinafter, "DEP" or "Department" refers to the Florida Department of Environmental Protection.
   c. "Grantee" shall refer to the grantee, subcontractors, subgrantees, or any entity procured to conduct work under the Grant.
   d. "Sample" and "sampling" refers to samples that shall be either collected or analyzed under the terms of this Grant.
2. **Requirements for Laboratories**
   a. All applicable laboratory testing activities shall be performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured for this Grant. Laboratory certification requirements are described in Rule 62-160.300, F.A.C. Certification is not required for laboratory tests outside of the scope of DoH ELCP accreditation as determined according to Paragraph 62-160.300(5)(c), F.A.C.
   b. For samples collected from a non-potable water matrix, the certification requirement is met if the laboratory is certified for the contracted analyte(s) in at least one method utilizing an analytical technology appropriate for the Grant, as determined by the Department according to Paragraph 62-160.300(1)(c), F.A.C.
   c. If the laboratory is not certified for some or all proposed test measurements, the laboratory shall apply for certification within one month of Grant execution. The laboratory shall attempt to become fully certified for all applicable matrix/method/analyte combinations to be performed for the Grant by maintaining active coordination with the DoH ELCP throughout the application process. Regardless of when the laboratory receives certification, the laboratory shall implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC 2003 Quality Systems standards, as adopted) upon Grant execution.
   d. Laboratories shall maintain certification as specified in item 2.a above during the life of the Grant. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The Grantee shall notify the DEP Grant Manager in writing before any change to a sub-contracted laboratory is made.
   e. The DoH ELCP certificate number (certified laboratory identification number) for each contracted (and sub-contracted) laboratory shall be listed in the required Grant Quality

Assurance (QA) Plan (see Section 6 below) in association with the analytical tests to be performed by each laboratory analyzing samples for the Grant.

f. Each certified laboratory analyzing contracted samples shall ensure that an acceptable demonstration of capability (DOC) is performed as described in the 2003 NELAC Quality Systems standards (NELAC 2003, Section 5.5.4.2.2 and Appendix C). In addition, each certified laboratory that performs any of the proposed matrix/method/analyte combination(s) approved for the Grant shall have the requisite DOC documentation and supporting laboratory records on file for the applicable combinations. The DOCs performed shall meet the requirements for precision, accuracy, method detection limit (MDL) and/or practical quantitation limit (PQL), as specified in each applicable laboratory test method, Standard Operating Procedure (SOP) or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). Alternative limits for detection and quantitation other than MDL and PQL shall be determined, if applicable to the laboratory. DOCs performed for the contracted analytes shall include any modifications to the test method or SOP that have been approved by DEP according to Subsection 62-160.330(3), F.A.C., if applicable. If requested by the Department, documentation that supports the DOC for a specified analyte and test method shall be made available for review.

g. The contracted (and/or subcontracted) laboratory shall report PQLs and MDLs or other specified limits of detection and quantitation with the results of sample analyses. MDLs and/or PQLs shall only be required for test methods that are technically amenable to the determination of MDLs and/or PQLs. For those test methods where the determination of MDLs and/or PQLs are not technically feasible, the laboratory shall report a value or increment representing the lower limit of the working range of the test method, however determined by the laboratory. The laboratory shall indicate whether the reported limit represents a limit of detection or quantitation. In all cases, limits of detection and quantitation other than MDLs and PQLs shall be explicitly defined and evaluated by the laboratory. All limits shall be as listed in the applicable laboratory test method, SOP or Quality Manual, or as listed in the Grant QA Plan (Section 6, below). The reported MDLs and PQLs (or other limits per above) shall meet the analytical sensitivity and quantitation objectives for the Grant.

h. Additional laboratory quality control expectations:
   (i) The selected laboratory test methods listed in the QA Plan shall provide results that meet applicable Grant data quality objectives.
   (ii) All laboratory testing procedures shall follow the analytical methods as approved in the Grant QA Plan (see Section 6).
   (iii) The laboratory shall adhere to the quality control requirements specified in the laboratory test methods and this Exhibit.
   (iv) The laboratory shall calculate all sample results according to the procedures specified in the analytical test methods approved in the Grant QA Plan.

3. **FIELD ACTIVITIES**

a. All sample collection and field testing activities shall be performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, January, 2017). The specific standard operating procedures (SOPs) to be used for this Grant shall be cited in the Grant QA Plan (see Section 6).

b. Field-Generated Quality Control (QC) Blanks are defined in DEP SOP FQ 1000 (subparts FQ 1211 – FQ 1214) and shall be composed and analyzed for sample collection activities associated with this Grant according to the requirements of part FQ 1230 (sections 1. – 2.3.1), DEP SOP FS 2100 (Part FS 2110, sec. 2.1.1.2) and/or DEP SOP FS 2400 (Part FS 2430, sec. 2.1.1.2), as applicable to the analytes and matrices to be collected using the sampling equipment specified in the Grant QA Plan (see Section 6 below).

(i) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the Grantee shall investigate and attempt to determine the cause of the QC blank contamination. If any contracted sample results are qualified as in (ii) below, the outcome of this investigation shall be reported to the DEP Grant Manager and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination associated with the collection of samples for this Grant.

(ii) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the analytical result reported for the affected sample shall be qualified as an estimated value, unless the analyte concentration in the blank is less than or equal to 10% of the reported sample concentration. The "G" data qualifier code shall be reported with the sample result for any blank concentration exceeding the above "10%" criterion for the affected analyte (see Table 1, Chapter 62-160, F.A.C.).

4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**

a. Reporting, Documentation and Records Retention shall be in compliance with the provisions specified in the DEP Grant.

b. Deliverable requirements for Reporting are further specified in DEP Grant Scope of Services.

c. All laboratory and field records described or listed in Rules 62-160.240 and 62-160.340, F.A.C., shall be retained for a minimum of five years after the generation (or completion) of the records applicable to the Grant. Longer retention times as specified in the Grant shall supersede.

d. All field and laboratory data and supporting information shall be reported for this Grant according to applicable requirements in Subsections 62-160.340(3) – (8), F.A.C.

e. Any other documentation and reports associated with work performed for this Grant shall be likewise retained and shall include relevant information for the procedures described in Sections 2 and 3, above.

f. Any documentation or reports specifically identified in this Grant as deliverable work products shall be retained as in 4.a., above.

g. All field and laboratory records that are associated with work performed under this Grant shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.

h. The Department reserves the right to request some or all of the laboratory or field information in an electronic format specified by the Department, as specified in the Grant and/or Scope of Services, and/or as described in the approved Grant QA Plan (see Section 6). Also, see Subsection k., below.

i. Any certified laboratory reports issued for contracted sample analyses using certified methods shall be generated in accordance with NELAC Quality Systems requirements (NELAC 2003, section 5.5.10).

j. Upon request by the Department Grant Manager or as required by the Grant, copies of the original laboratory reports shall be submitted to the Department Grant Manager.

k. In addition to any reports of sample results provided per Grant deliverable requirements and Subsections b., e., f. and g., above, the Grantee shall submit any of the laboratory information and/or records associated with the contracted analyses as described in this section (Section 4) upon request by DEP, including any of the following:

- **Laboratory sample identification (ID) and associated Field ID**
- Analytical/test method
- Parameter/analyte name
- Analytical result (including dilution factor)
- Result unit
- Applicable DEP Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.
- Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample result, calibration failure) or other problem related to the analysis of the samples
- Date and time of sample preparation (if applicable)
- Date and time of sample analysis
- Results of laboratory verification of field preservation of received samples
- Sample matrix
- DoH ELCP certification number for each laboratory (must be associated with the test results generated by each laboratory analyzing samples under this Grant)
- MDL, Limit of Detection (LOD) or other defined limit of detection
- PQL, Limit of Quantitation (LOQ) or other defined limit of quantification
- Field and laboratory QC blank results:

- **Laboratory QC blank analysis results as required by the method and the NELAC Quality Systems standards (e.g., method blank)**
- **Results for trip blanks, field blanks and equipment blanks, as applicable to the project and as specified in the QA Plan (see Section 6)**

- Results for field duplicates (or replicates)
- Results for other QC and calibration verification results, as applicable to the specific test methods used for the contracted analyses:
  - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates
  - Results of surrogate spike analyses
  - Results of laboratory control samples (LCS)
  - Results of calibration verifications
  - Acceptance criteria used to evaluate each reported quality control measure

l. Unequivocal documentation links between each reported laboratory quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration verification) and the associated sample result(s) shall be maintained for all contracted analyses.

m. In addition to any field information provided per Grant deliverable requirements, and Subsections b., e., f. and g., above, the Grantee shall submit any of the field information and/or records associated with the contracted samples as described in this section (Section 4) upon request by DEP, including any of the following:

- Site name and location information
- Field ID for each sample container and the associated analytes (test methods) for which the container was collected
- Date and time of sample collection
- Sample collection depth, if applicable
- Sample collection method identified by the DEP SOP number, where applicable
- If performed, indicate samples that were filtered

- Field test measurement results:
  - DEP SOP number (FT-series), where applicable
  - Parameter name
  - Result
  - Result unit
  - Applicable Data Qualifier Codes per Table 1 of Rule 62-160.700, F.A.C.
- Narrative comments providing explanations, descriptions and/or discussions of: field conditions impacting QC for sample collections, unacceptable field measurements, field-testing meter calibration verification failures, or other problems related to the sampling event, and corrective/preventive actions taken for the items noted (e.g., for blank contamination or meter calibration failure).

n. The Department reserves the right to request some or all of the laboratory or field information in a format as specified in the Grant and/or Scope of Services, and/or as described in the approved QA Plan (see Section 6).

5. **AUDITS**

a. TECHNICAL AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and laboratory activities. In addition to allowing Department representatives to conduct onsite audits of contracted work in the field or at Grantee facilities, upon request by the Department, field and laboratory records pertinent to the contracted research as described per Section 4, above, shall be provided by the Grantee. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) of the Grant, do not meet the data quality objectives specified by the Grant, do not meet other applicable Department criteria described in the Grant, its exhibits, the QA Plan (see Section 6) or these QA Requirements, do not meet applicable data validation criteria outlined in Rule 62-160.670, F.A.C., or are not otherwise suitable for the intended use of the data (however applicable), the DEP Grant Manager shall pursue remedies available to the Department pursuant to the terms of the Grant.

b. PLANNING REVIEW TECHNICAL AUDITS –

(i) Initial: The Grantee shall review the Grant QA Plan (see Section 6) relative to the completed field and laboratory activities to determine if data quality objectives are being met, identify any improvements to be made to project activities, and refine the sampling and/or analytical design or schedule, if applicable. A summary of the review, including any corrective action plans or amendments to the Grant QA Plan, shall be sent to the DEP Grant Manager, and a copy of all submitted documents shall be maintained with the permanent project records.

(ii) Ongoing: Planning reviews as described in subsection (i) above shall occur after the initial planning review audit for the remainder of the Grant, as specified in the Scope of Services.

(iii) Statements of Usability: Initial and ongoing Planning Review Technical Audits described in (i) and (ii) above shall include statements about data usability relative to the Grant data quality objectives and any data quality indicators that may be specified in the Grant, its exhibits, the QA Plan (see Section 6), or these QA Requirements. This usability determination shall take into account all applicable data quality acceptance and usability criteria for quality control and environmental sample results for the Grant, as specified in the procedures, test methods, QA Plan, Quality Manual(s), other Grant exhibits, or these QA Requirements.

(iv) Initial and ongoing reviews and summaries shall be completed within timeframes specified in the Grant Scope of Services.

c. QUALITY SYSTEMS AUDITS – The Grantee shall ensure that any required laboratory and field quality system audits are performed according to the respective Quality Manuals or other relevant internal quality assurance documents for each entity performing work under the Grant. The results of these audits shall be documented in the Grantee's records. Copies of the above audit reports or results shall be provided to the DEP Grant Manager upon request. Copies of audit records for internal audits conducted per DEP SOP FA 1000 (subpart FA 4200) or NELAC Quality Systems requirements (NELAC 2003, section 5.4.13) shall be similarly provided upon request.

6. **QUALITY ASSURANCE PLAN**

a. The Grantee shall submit a Quality Assurance (QA) Plan for the Grant to the DEP Grant Manager, as specified in the Grant Scope of Services. The Standard QA Plan Template may be used to capture all required elements in the Plan.

b. The DEP Grant number shall appear on the title page of the submitted QA Plan. The Department shall review and either approve the QA Plan or provide comments to the Grantee as to why the QA Plan is not approved, within timeframes specified in the Grant Scope of Services. If further revisions are needed, the Grantee shall respond within timeframes specified in the Grant Scope of Services. The Department shall respond to all revisions to the QA Plan within timeframes specified in the Grant Scope of Services.

c. Work may not begin for specific Grant tasks until approval (or conditional approval) has been received by the Grantee from the DEP Grant Manager. Sampling and analysis for the Grant may not begin until the QA Plan has been approved (or conditionally approved).

d. Once approved, the Grantee(s) shall follow the procedures and methods described in the approved QA Plan and any other relevant quality assurance documents, including, but not limited to:

- Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
- Using only the protocols approved in the QA Plan; and
- Using only the equipment approved in the QA Plan.

If any significant changes occur in sampling project design, project analyte list, procedures or test methods, equipment, or key personnel, the Grantee shall submit appropriate revisions of the QA Plan to the DEP Grant Manager for review, within timeframes specified in the Grant Scope of Services. The proposed revisions may not be implemented until they have been approved (or conditionally approved) by the DEP Grant Manager, as documented through written or electronic correspondence.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
REQUEST FOR PAYMENT - PART II
REIMBURSEMENT DETAIL
EXHIBIT J

DEP Agreement No.:					**Payment Request No.:**			
Grantee Name:					**Invoice Period:**			
Vendor Name	**Invoice Number**	**Invoice Date**	**Invoice Amount**	**Amount to Credit toward Match, or Local Share, or Other Funding, or Amount Not Requested**	**Requested Amount**	**Check or EFT Number**	**Task Number**	**Budget Category**
Example: Vendor Name	1	6/2/2022	$ 22,775.30	$ -	$ 22,775.30	V47494	1	Contractual Services
			$ -	$ -	$ -			
			$ -	$ -	$ -			
			$ -	$ -	$ -			
			$ -	$ -	$ -			
			$ -	$ -	$ -			
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			$ -	$ -	$ -			
			$ -	$ -	$ -			
Totals:			**$ 22,775.30**	**$ -**	**$ 22,775.30**			


Site: A
Site: B
Site: C
Site: D
Site: E
Legend
Streets
Water
Outfalls
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.
L:\GIS\Map_Archives\Grants\BayouTexar\Outfalls.aprx
PENSACOLA
7/18/2023
#11
BANQUOS TRL
FLEANCE DR
BAYOU LN
HYDE PARK RD
FOULIS DR
CONWAY DR
E LAKEVIEW AVE
E AVERY ST
E MALLORY ST
E MORENO ST
E BLOUNT ST
E LEE ST
E LLOYD ST
WATSON AVE
KNOWLES AVE
E GONZALEZ ST
E STRONG ST
BANQUOS CT
DUNSINANE RD
COVE RD
CAWDOR CT
PICKENS AVE
E BRAINERD ST
E DESOTO ST
BAYOU BLVD
PERRY AVE
STANLEY AVE
E GADSDEN ST
OSCEOLA BLVD
YATES AVE
WHALEY AVE
MAGNOLIA AVE
ESCAMBIA AVE
CERVANTES BRG
E MAXWELL ST
N 20TH AVE
E LA RUA ST
LA RUA LNDG
E BOBE ST
E JORDAN ST
E HERNANDEZ ST
N 19TH AVE
E CERVANTES ST
E JACKSON ST
E LA RUA ST
N 18TH AVE
N 17TH AVE

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-769 | City Council | 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2024-62 - SUPPORTING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TEMPORARY ROAD CLOSURE - PURSUANT TO COMPLETION OF THE MILLING AND RESURFACING OF SR 8A (I-110) FROM SR 30 (US 98) TO SR 8 (I-10), FPID 222467-3-52-01

RECOMMENDATION:

That City Council adopt Resolution No. 2024-62.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, SUPPORTING A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF THE MILLING AND RESURFACING OF SR 8A (I-110) FROM SR 30 (US 98) TO SR 8 (I-10), FPID 222467-3-52-01

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Florida Department of Transportation (FDOT) is requesting a resolution of support the temporary road closure for State Road 8A, I-110. The anticipated start date for this project is Fall 2025, and should last for approximately four days. During this time, on-ramps and off-ramps between SR 30 (US 98) and SR 8 (I-10) would be closed and a detour made available. This maintenance of traffic plan to successfully complete the project is depicted in Exhibit A attached.

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 in approximately August 2025. Once a more definite time frame is established for the closure, staff will publicize as appropriate.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Amy Miller, Interim City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director of Public Works and Engineering

ATTACHMENTS:

1. Resolution No. 2024-62
2. Exhibit "A"

PRESENTATION: No

RESOLUTION
NO. 2024-62

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, TO APPROVE A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF THE MILLING AND RESURFACING OF SR 8A (I-110) FROM SR 30 (US 98) TO SR 8 (I-10), FPID 222467-3-52-01.

WHEREAS, in Fiscal Year 2025, the Florida Department of Transportation (hereinafter referred to as the "DEPARTMENT") proposes to undertake and complete a resurfacing, restoration, and rehabilitation project on State Road (SR) 8A (I-110) in Escambia County, Florida, FPID Number 222467-3-52-01 (hereinafter referred to as the "Project"); and

WHEREAS, the City Council of the City of Pensacola supports the DEPARTMENT'S efforts in these regards, and

WHEREAS, it is necessary that sections of SR 8A (I-110) on-ramps and off-ramps, be temporarily closed for an approximate duration of four (4) days and there will be a detour available (identified in the attached Exhibit A) to successfully complete the PROJECT, and

WHEREAS, said road closure will reduce construction time and costs, minimize impacts to the travelling public, and minimize construction easements, and

WHEREAS, said road closure will be performed in accordance with the Construction Plans dated July 2024, including any updates and/or revisions thereof as exist on file with the DEPARTMENT for this PROJECT (the "PLANS"), which are herein incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE 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 Council does hereby authorize the DEPARTMENT to temporarily close SR 8A (I-110) on-ramps and off-ramps in accordance with the PLANS.

Section 3. The 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 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. A certified copy of this Resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

Adopted: ______________________________

Approved: ______________________________
City Council President

ATTEST:

____
City Clerk

EXHIBIT "A"

ESCAMBIA COUNTY

RESURFACING OF SR 8A (I-110) RAMPS

FINACIAL PROJECT ID 222467-3-52-01

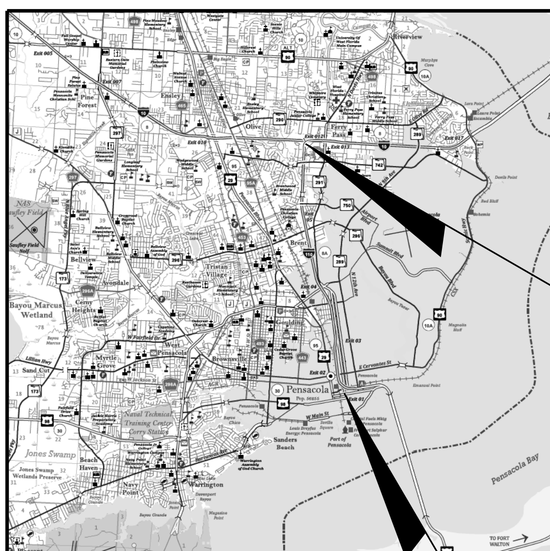
ESCAMBIA COUNTY

(48260054, 48260060, 48260061, 48260062, 48270000, 48270002, 48270003, 48270005, 48270006, 48270039, 48270040, 48270041, 48270045, 48270046, 48270048, 48270049, 48270050, 48270051, 48270052, 48270053, 48270055, 48270056, 48270057, 48270058, 48270059, 48270060, 48270800)

STATE ROAD NO. 8A (I–110)

PROJECT LOCATION

N



END PROJECT
STA. 3501+67.68
℄ SURVEY RAMP 6F
MP 6.341

BEGIN PROJECT
STA. 815+18.90
℄ SURVEY RAMP 1D
MP 0.016

GREENMAN-PEDERSON, INC.
1590 VILLAGE SQUARE BOULEVARD
TALLAHASSEE, FL 32309

ROADWAY PLANS ENGINEER OF RECORD
DUSTIN T. EVANS, P.E. NO. 71488

TRAFFIC CONTROL NOTES

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION (102-600 SERIES).

2. MAINTAIN SR 8A (I-110) POSTED SPEED OF 65 MPH. REDUCE POSTED SPEED TO 55 MPH DURING ACTIVE WORK PERIODS WITHIN ACTIVE WORK ZONE.

3. LANE CLOSURE RESTRICTIONS (SR 8A AND ALL RAMPS)

   -LANE CLOSURES ARE PROHIBITED FROM 6:00 AM UNTIL 8:00 PM (MONDAY - THURSDAY) AND FROM 6:00 A.M. FRIDAY UNTIL 8:00 P.M. SUNDAY.

   -TRAFFIC SHALL BE RESTORED TO FULL OPERATION AFTER THE ABOVE TIMES.

4. ALL LANES MUST BE REOPENED TO NORMAL TRAFFIC WITHIN 12 HOURS OF AN EVACUATION NOTICE FOR A HURRICANE OR OTHER EMERGENCY EVENT, AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVENT AS DIRECTED BY THE ENGINEER.

5. PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) NOTES:
   PCMS'S SHALL BE INSTALLED 14 DAYS PRIOR TO BEGINNING CONSTRUCTION.

   MESSAGE SERVING AS PUBLIC NOTIFICATION (DURING MOBILIZATION) SHALL READ:

I-110 ROAD WORK	BEGINS MM-DD-YY

   MESSAGE DURING CONSTRUCTION ACTIVITIES SHALL READ:

I-110 ROAD WORK	USE CAUTION

   MESSAGE DURING LANE CLOSURE:

I-110 ROAD WORK	LANE CLOSURE AHEAD

TEMPORARY TRAFFIC CONTROL DETOUR NOTES

1. THESE DETOURS ARE REQUIRED TO PERFORM MILLING AND RESURFACING OPERATIONS ASSOCIATED WITH SR 8A ONE LANE RAMPS.

2. AFTER EACH NIGHT(S) WORK OPERATION UTILIZING THE DETOUR, ALL DETOUR SIGNS SHALL BE COVERED BEFORE OPENING TO TRAFFIC.

3. THE CONTRACTOR SHALL SUBMIT A PROPOSED DETOUR SCHEDULE AT LEAST TWENTY ONE (21) CALENDAR DAYS PRIOR TO THE FIRST PLANNED CLOSURE.

4. PCMS'S SHALL BE INSTALLED 14 DAYS PRIOR TO BEGINNING CONSTRUCTION.

5. EACH PCMS SHALL BE PLACED 0.5 MILES IN ADVANCE OF DETOUR ROUTE.

PHASE NOTES

GENERAL (BEGIN PROJECT TO END PROJECT)

1) INSTALL ADVANCED WARNING SIGNS AS SHOWN IN THE ADVANCE SIGNING DETAIL AND MOTORIST AWARENESS SYSTEM PER 102-613.

2) USE MOTORIST AWARENESS SYSTEM (MAS) AS DETAILED IN FDOT STANDARD PLANS 102-613, AS APPLICABLE.

PHASE I (MILLING & RESURFACING SR 8A (I-110) RAMPS, DRAINAGE IMPROVEMENTS, AND LIGHTING IMPROVEMENTS)

1) MAINTAIN EXISTING TRAFFIC PATTERNS ON SR 8A (I-110).

2) INSTALL EROSION AND SEDIMENT CONTROL DEVICES IN ACCORDANCE WITH STANDARD SPECIFICATIONS 104 AS SHOWN IN THE PIPE REPLACEMENT DETAIL.

3) USE LANE CLOSURES ON RAMP 6A IN ACCORDANCE WITH STANDARD PLANS INDEX 102-600 AND 102-613 AS APPLICABLE TO INSTALL TEMPORARY BARRIER WALL, CRASH CUSHION, CHANNELIZING DEVICES, 6" PAINT, AND WORK ZONE SIGNS AS SHOWN ON THE RAMP 6A PIPE REPLACEMENT DETAIL.

4) REMOVE GUARDRAIL, MISC. ASPHALT, SHOULDER GUTTER, AND SHOULDER PAVEMENT NECESSARY TO REMOVE EXISTING PIPE.

5) INSTALL PIPE, SHOULDER GUTTER, MISC. ASPHALT, AND GUARDRAIL AS SHOWN IN THE ROADWAY PLANS.

6) REMOVE AND REPLACE GUARDRAIL AND MISC. ASPHALT AT ALL OTHER LOCATIONS AS SHOWN IN THE ROADWAY PLANS.

7) REMOVE TEMPORARY BARRIER, CHANNELIZING DEVICES, CRASH CUSHION, 6" PAINT, AND WORK ZONE SIGNS. ONCE ALL ITEMS HAVE BEEN REMOVED, RESTORE TRAFFIC TO IT'S ORIGINAL CONDITION.

8) USE LANE CLOSURES ON RAMP 2B IN ACCORDANCE WITH STANDARD PLANS 102-600 AND 102-602 AS APPLICABLE. CONSTRUCT PROPOSED MISC. ASPHALT AND GUARDRAIL AT THE NORTHBOUND CERVANTES AVE. ENTRANCE RAMP 2B.

9) MILL AND RESURFACE ALL ENTRANCE AND EXIT RAMPS PER THE ROADWAY PLANS AND IN ACCORDANCE WITH THE TTCP TYPICAL SECTIONS. ONLY ONE RAMP IS ALLOWED TO BE CLOSED AT A TIME.

10) FOR MULTI-LANE RAMPS, MILL THE TRAVEL LANES BEGINNING WITH THE OUTSIDE LANE AND WORK TOWARDS THE INSIDE. ONLY MILL A LENGTH OF TRAVEL LANE THAT CAN BE RESURFACED WITHIN ANOTHER WORKING PERIOD. DO NOT BEGIN RESURFACING UNTIL ALL LANES HAVE BEEN MILLED. RESURFACE TRAVEL LANES BEGINNING WITH THE INSIDE LANE AND WORK TOWARDS THE OUTSIDE.

11) INSTALL UNDERDECK LIGHTING IMPROVEMENTS AS SHOWN IN THE LIGHTING PLANS.

PHASE II (MILLING & RESURFACING SR 8A (I-110) TRAVEL LANES)

1) MAINTAIN EXISTING TRAFFIC PATTERNS ON SR 8A (I-110).

2) RELOCATE WORK ZONE TRAFFIC CONTROL SIGNS AND DEVICES AS SHOWN ON THE FDOT STANDARD PLANS 102-600 AND 102-613 AS APPLICABLE.

3) MILL AND RESURFACE ROADWAY PER ROADWAY PLANS IN ACCORDANCE WITH THE TTCP TYPICAL SECTIONS.

4) MILL THE TRAVEL LANES BEGINNING WITH THE OUTSIDE LANE AND WORK TOWARDS THE INSIDE. ONLY MILL A LENGTH OF TRAVEL LANE THAT CAN BE RESURFACED WITHIN ANOTHER WORKING PERIOD. DO NOT BEGIN RESURFACING UNTIL ALL LANES HAVE BEEN MILLED. RESURFACE TRAVEL LANES BEGINNING WITH THE INSIDE LANE AND WORK TOWARDS THE OUTSIDE.

5) INSTALL TTMS AS SHOWN IN THE SPECIAL DETAILS SHEET.

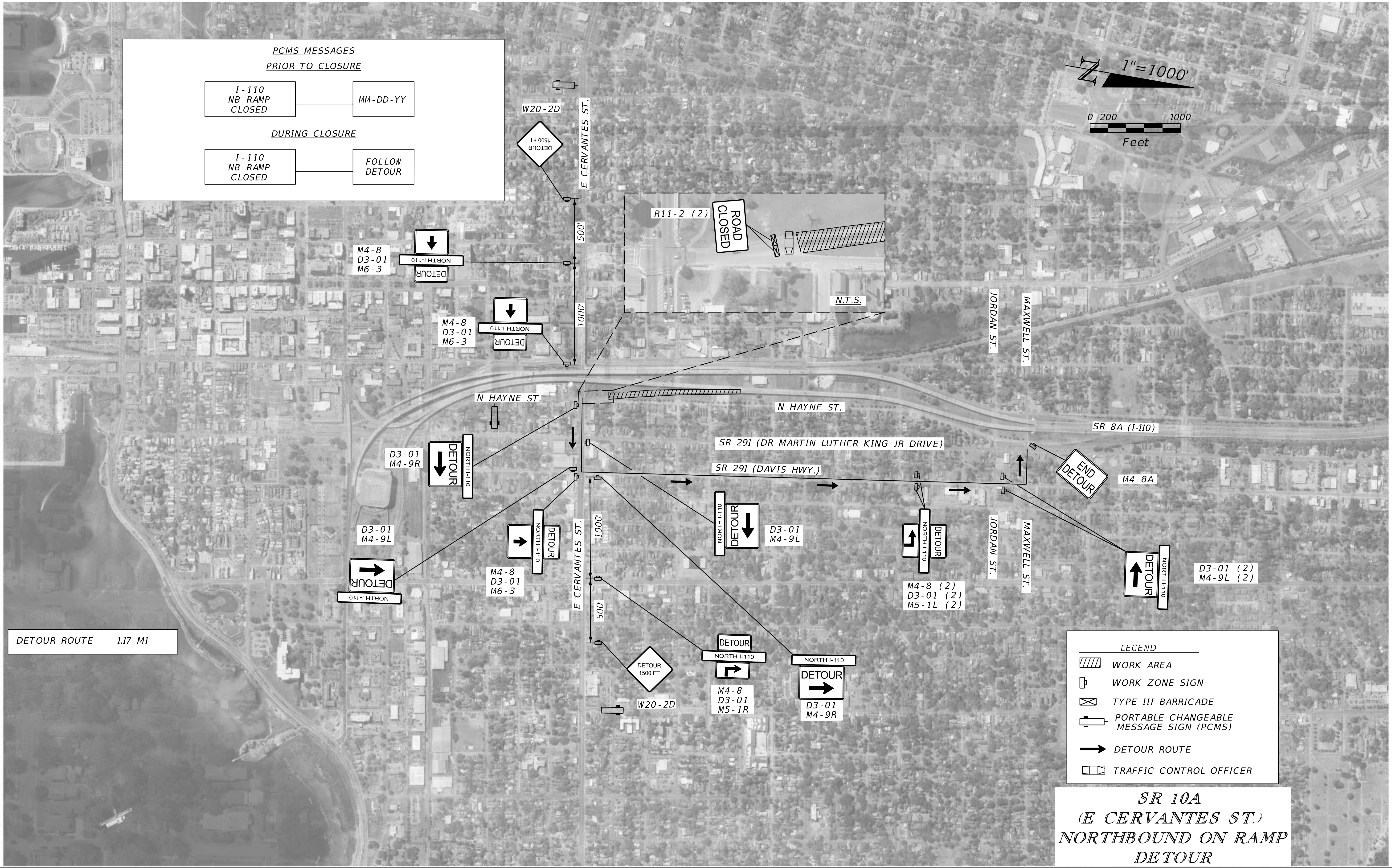
PHASE III (FINAL SIGNING AND PAVEMENT MARKINGS)

1) RELOCATE WORK ZONE TRAFFIC CONTROL SIGNS AND DEVICES AS SHOWN ON THE FDOT STANDARD PLANS INDEXES 102-600 AND 102-613 AS APPLICABLE.

2) INSTALL FINAL SIGNING AND PAVEMENT MARKINGS.

GENERAL NOTES

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DUSTIN T. EVANS, P.E. LICENSE NUMBER: 71488 GREENMAN-PEDERSEN, INC. 1590 VILLAGE SQUARE BOULEVARD TALLAHASSEE, FL 32309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					SR 8A	ESCAMBIA	222467-3-52-01		53



SR 10A (E CERVANTES ST.) NORTHBOUND ON RAMP DETOUR

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
DUSTIN T. EVANS, P.E.
LICENSE NUMBER: 71488
GREENMAN-PEDERSEN, INC.
1590 VILLAGE SQUARE BOULEVARD
TALLAHASSEE, FL 32309

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 8A	ESCAMBIA	222467-3-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 66

7/10/2024 10:42:47 AM jbingemann
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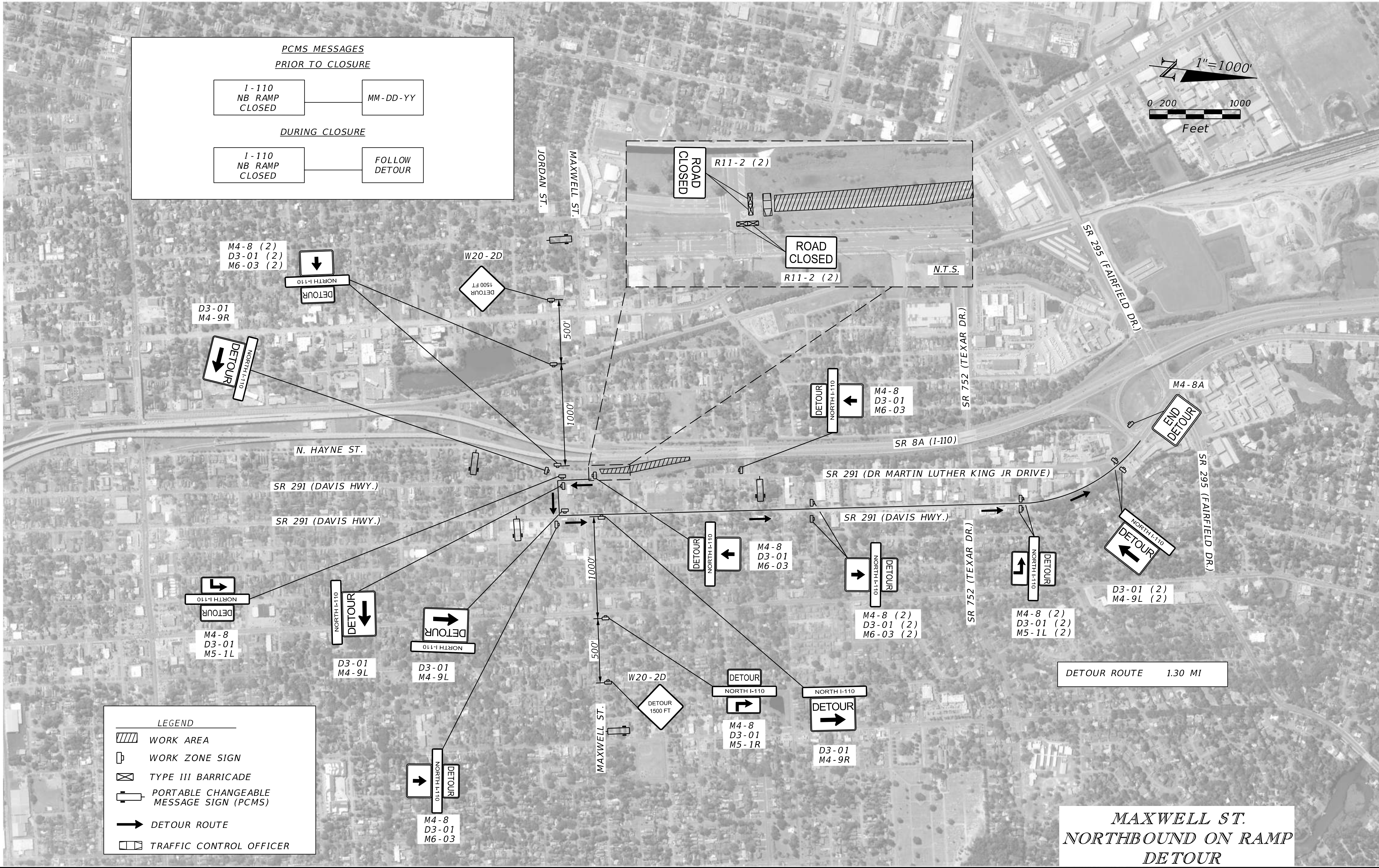

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
DUSTIN T. EVANS, P.E.
LICENSE NUMBER: 71488
GREENMAN-PEDERSEN, INC.
1590 VILLAGE SQUARE BOULEVARD
TALLAHASSEE, FL 32309

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 8A	ESCAMBIA	222467-3-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO.
67

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

7/10/2024 10:43:16 AM jbingemann
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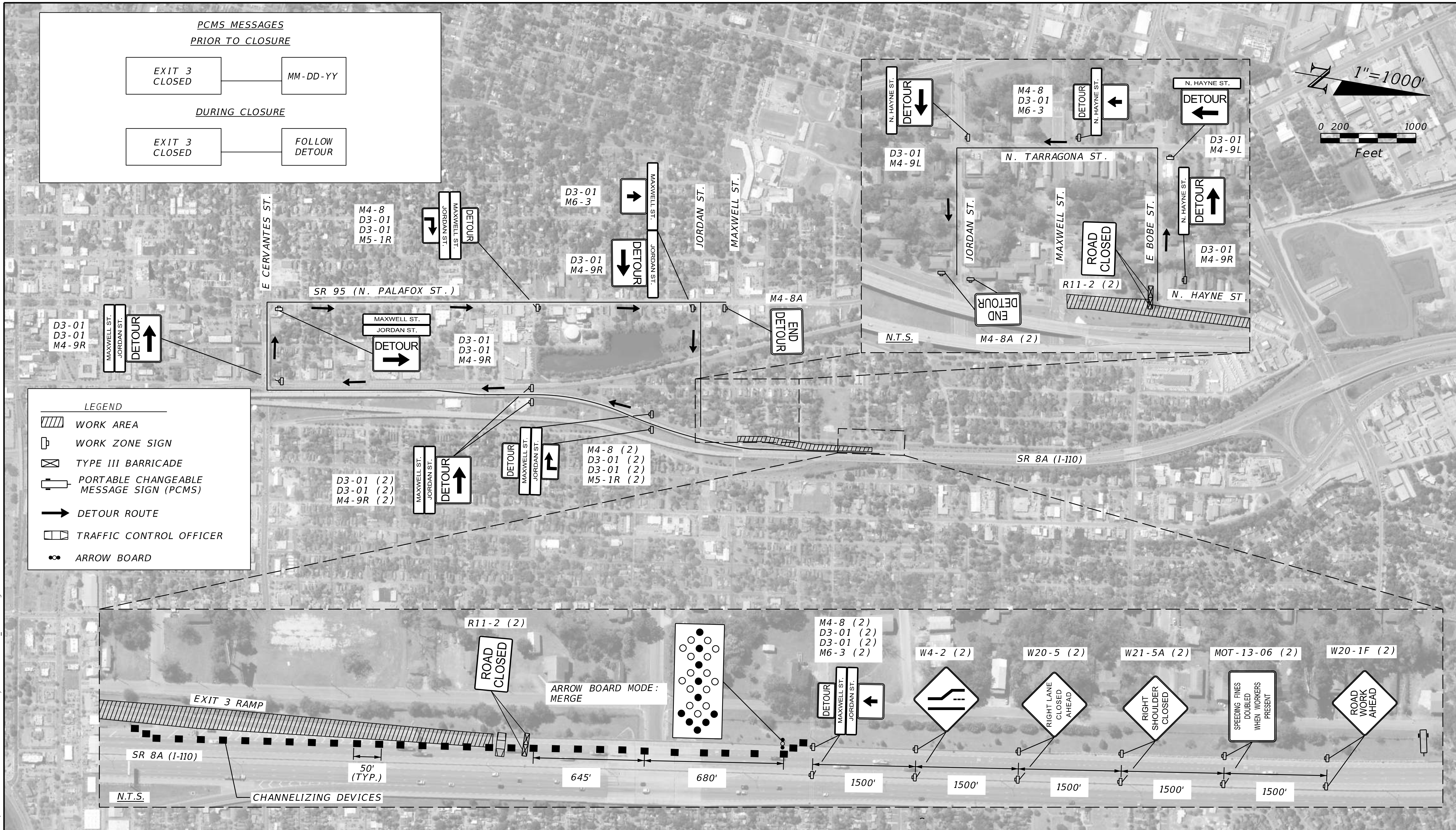

DETOUR ROUTE (JORDAN ST.)	2.51 MI
DETOUR ROUTE (N. HAYNE ST.)	0.32 MI

MAXWELL ST. / JORDAN ST. / N. HAYNE ST. SOUTHBOUND OFF RAMP DETOUR

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

DUSTIN T. EVANS, P.E.
LICENSE NUMBER: 71488
GREENMAN-PEDERSEN, INC.
1590 VILLAGE SQUARE BOULEVARD
TALLAHASSEE, FL 32309

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 8A	ESCAMBIA	222467-3-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 68

City of Pensacola

Memorandum

222 West Main Street
Pensacola, FL 32502

File #: 24-722 City Council 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-60 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASE OF SUPPLIES AND PROMOTIONAL ITEMS FOR PENSACOLA POLICE DEPARTMENT'S SHOWCASE AT BLUE ANGEL'S HOMECOMING EVENT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-60.

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 Law Enforcement Trust Fund was established by the City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing, designates the use of Federal Law Enforcement Trust Funds.

The Pensacola Police Department (PPD) is requesting $3,377.10 from the Law Enforcement Trust Fund (LETF) established by the City of Pensacola as a non-major special revenue fund and, as such, combining both state and federal confiscated funds into one accounting fund. The enhancement of relationships between law enforcement and the community promotes a safe and engaged community. The requested amount of $3,377.10 will help fund the following:

The purchase of supplies is in support of crime prevention, safe neighborhoods, and community engagement. The PPD was invited to the Blue Angels Homecoming event in November 2024. The Blue Angels Homecoming event is attended by thousands of people every year and the majority are kids. The Pensacola Police Department will showcase the PPD tribute Blue Angels Tahoe and PPD Tahoe for people to sit in and take pictures. PPD will have a prize-wheel for various promotional items which will allow the officers to interact with the kids. The officers will also quiz the kids on fun facts about the Penacola Police Department to cultivate positive interactions and stimulation of relationships between law enforcement and community members. The funding will allow the department to purchase PPD branded items as giveaways and prizes at the Blue Angels Homecoming. These purchased items are most popular and geared toward outside events.

PRIOR ACTION:

September 28, 2023 - City Council adopted Supplemental Budget Resolution No. 2023-068 - Law Enforcement Trust Fund (LETF) Purchase of Promotional Items for multiple events to include the Blue Angels Homecoming.

FUNDING:

Budget:	$3,378.00	
Actual:	$344.00	Lip Balm (400 ct)
	250.00	Custom Junior Badge Stickers (2000 ct)
	855.00	Police Whistles (1000 ct)
	500.00	Hand Santizer (500 ct)
	1,017.00	Sunglasses (1000 ct)
	200.00	Ear Plugs (200 ct)
	45.00	Set up charge for hand sanitizer
	167.00	Shipping
	$3,378.00	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the funds from the Law Enforcement Trust Fund. The attached Supplemental Budget Resolution will appropriate for these purposes.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/7/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-60
2. Supplemental Budget Explanation No. 2024-60
3. Letter of Certification No. 2024-60

PRESENTATION: No

RESOLUTION
NO. 2024-60

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. LAW ENFORCEMENT TRUST FUND

	Fund Balance	3,378
As Reads:	Operating Expense	121,824
Amended To Read:	Operating Expense	125,202

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: ________________________

Approved: ________________________
President of City Council

Attest:

____
City Clerk

THE CITY OF PENSACOLA

SEPTEMBER 2024- SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2024-60

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	3,378	Increase appropriated fund balance
Appropriations		
Operating Expenses	3,378	Increase appropriation for Operating Expenses
Total Appropriations	3,378	

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

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

Item	Description of Requested Items	Amount
1	4imprint - various promotional items	$3,178
2	Amazon - ear plugs	$200
	Total Requested	$3,378

Eric Randall, Chief of Police

8/7/2024
Date

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-733 City Council 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-61 - APPROPRIATING INSURANCE PROCEEDS FOR GENERATOR AT FIRE STATION 1

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-61.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City Council is being requested to adopt a supplemental budget resolution to recognize insurance proceeds in the amount of $11,996.98 received from Liberty Mutual Insurance for the damage to the generator at Fire Station 1.

PRIOR ACTION:

February 8, 2024 - City Council adopted Supplemental Budget Resolution No. 2024-11 appropriating $123,800 of insurance proceeds for the generator at Fire Station 1.

July 18, 2024 - City Council adopted Supplemental Budget Resolution No. 2024-49 appropriating $13,822 of insurance proceeds for the generator at Fire Station 1.

FUNDING:

NA

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate additional insurance proceeds into LOST IV - Replacement generator at Fire Station 1.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/27/2024

STAFF CONTACT:

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

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-61
2. Supplemental Budget Explanation No. 2024-61

PRESENTATION: No

RESOLUTION
NO. 2024-61

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. LOCAL OPTION SALES TAX FUND

As Reads:	Other Misc. Revenue - Generator at Fire Station 1	300,445
Amended To Read:	Other Misc. Revenue - Generator at Fire Station 1	312,442
As Reads:	Capital Outlay	15,508,998
Amended To Read:	Capital Outlay	15,520,995

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: ______________________

Approved: ______________________
President of City Council

Attest:

____
City Clerk

THE CITY OF PENSACOLA

SEPTEMBER 2024 - SUPPLEMENTAL BUDGET RESOLUTION - APPROPRIATE INSURANCE PROCEDS FOR GENERATOR AT FIRE STATION 1 - NO. 2024-61

FUND	AMOUNT	DESCRIPTION
LOCAL OPTION SALES TAX FUND		
Estimated Revenues		
Other Misc. Revenues	11,997	Appropriate estimated Revenue - Insurance Proceeds for Generator at Fire Station 1
Total Revenues	11,997	
Appropriations		
Capital Outlay - Generator at Fire Station 1	11,997	Appropriate Funding for Capital Outlay - Generator at Fire Station 1
Total Appropriations	11,997	

222 West Main Street
Pensacola, FL 32502

File #: 24-773 | City Council | 9/12/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-63 - AUTHORIZING THE USE OF OSCEOLA GOLF FUND BALANCE TO REPLACE HVAC SYSTEM AT OSCEOLA PRO SHOP

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-63.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The HVAC system to the Osceola Pro Shop needs to be replaced with an upgraded system to effectively cool the office and customer service areas. Three quotes for the proposed services were received on July 24, 2024, by the Facilities and Fleet Management Department. The lowest responsive quote was received from The Wright Company in the amount of $17,750. Temporary air conditioning measures are in place, but are not long-term solutions. Staff is requesting to move forward with the purchase and installation of the new HVAC system.

PRIOR ACTION:

None

FUNDING:

Budget:	$17,750	Fund Balance - Golf Fund
Actual:	$17,750	

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the funds in the Golf Fund for the installation and purchase of the HVAC system. The current operating fund balance in the Golf Fund is $394,104. This action will reduce that fund balance by $17,750 to $376,355.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/26/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Ben Heistein, Parks and Recreation Director
Tonya Byrd, Assistant Director Parks and Recreation

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-63
2. Supplemental Budget Explanation No. 2024-63

PRESENTATION: No

RESOLUTION
NO. 2024-63

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. GOLF COURSE FUND

	Fund Balance	17,750
As Reads:	Operating Expense	427,964
Amended To Read:	Operating Expense	445,714

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: ______________________

Approved: ______________________
President of City Council

Attest:

____
City Clerk

THE CITY OF PENSACOLA

SEPTEMBER 2024- SUPPLEMENTAL BUDGET RESOLUTION - AUTHORIZING USE OF FUND BALANCE TO REPLACE HVAC SYSTEM AT OSCEOLA - NO. 2024-63

FUND	AMOUNT	DESCRIPTION
GOLF COURSE FUND		
Fund Balance	17,750	Increase appropriated Fund Balance
Appropriations		
Operating Expenses	17,750	Increase appropriation for Operating Expenses
Total Appropriations	17,750	