



City of Pensacola

City Council

Agenda

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

September 26, 2024, 5:30 PM

City Council Chambers, 1st Floor

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Allison Patton

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 24-523 APPROVAL OF MINUTES: SPECIAL MEETING MINUTES DATED SEPTEMBER 11, 2024 AND REGULAR MEETING MINUTES DATED SEPTEMBER 12, 2024

Recommendation: That City Council approve special meeting minutes dated September 11, 2024 and regular meeting minutes dated September 12, 2024.

Sponsors: Council President Casey Jones

Attachments: *Draft: Special Meeting Minutes Dated 9/11/2024*
Draft: Regular Meeting Dated 9/12/2024

APPROVAL OF AGENDA

CONSENT AGENDA

2. 24-914 APPOINTMENTS - ARCHITECTURAL REVIEW BOARD

Recommendation: That City Council appoint two (2) registered architects and two (2) representatives from the University of West Florida Historic Trust (UWFHT) for a term of two (2) years, expiring September 30, 2026; and appoint a property or business owner in the Palafox Historic Business

District or Governmental Center District to an unexpired term ending September 30, 2025.

Sponsors: Council President Casey Jones

Attachments: *Member List*
Nomination Form - William Brantley
Application of Interest - William Brantley
Resume-William Brantley
Application of Interest - David Del Gallo
Application of Interest - Scott Fisher
Application of Interest - Yuri Ramos
Resume - Yuri Ramos
Application of Interest - Jordan Yee
Ballot - Registered Architect
Ballot - Representatives from UWF Historic Trust
Ballot - Business Owner

3. 24-776 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH COUNCIL ON AGING OF WEST FLORIDA, INC.

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

Sponsors: Mayor D.C. Reeves

Attachments: *2024-25 CDBG Council on Aging Agreement*

4. 24-859 AWARD OF BID NO. 24-040 - ROGER SCOTT POOL FACILITIES

Recommendation: That City Council award Bid No. 24-040, Roger Scott Pool Facilities to Biggs Construction Co. Inc, of Pensacola, Florida, the lowest and the best responsible bidder, for a base price of \$845,742.00 plus 20% contingency in the amount of \$169,148.40 for a total price of \$1,014,890.40. Further, the 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.

Sponsors: Mayor D.C. Reeves

Attachments: *NOI and Bid Tabulation*
MAP

5. 24-686 AWARD OF BID NO. 24-035 - TAXIWAY A7 RECONSTRUCTION & ELEVATED RUNWAY GUARD LIGHT INSTALLATION AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council award Bid No. 24-035 for Taxiway A7 Reconstruction & Elevated Runway Guard Light Installation at Pensacola International Airport to C.W. Roberts Contracting, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$10,650,577.00 plus a 10% contingency of \$1,065,057.70 for a total of \$11,715,634.70. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *ITB No. 24-035 Tabulation of Bids*
ITB No. 24-035 Final Vendor Reference List

6. 24-860 AWARD OF ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR REHABILITATION OF TAXIWAY "A" SOUTH AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council award a contract to AtkinsRéalis USA, Inc. for professional engineering and architectural services related to the rehabilitation of Taxiway "A" South at the Pensacola International Airport as published in RFQ No. 24-026. Further, that Council authorizes the Mayor to take the actions necessary to negotiate, execute, and administer the contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *RFQ 24-026 Tabulation of Bids*
RFQ 24-026 Vendor Reference List
RFQ 24-026 Selection Committee Scoring Matrix

7. 24-801 FBI LICENSE RENEWAL FOR USE OF THE ENGLEWOOD COMMUNICATION TOWER AND CITY ANTENNA

Recommendation: That City Council approve renewal of the license agreement with the Federal Bureau of Investigation (FBI) for the use of the communication tower, commonly known as the "Englewood Tower," and a city antenna for a period of ten years beginning 10/1/2024. 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: *Antenna Site Equipment Itemization*
Basic Ordering Agreement for Pensacola

8. 24-866 PROPOSED REVISIONS - PORT TARIFF NO. 5A

Recommendation: That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor to take those actions necessary to implement the revisions 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: *Port Tariff No. 5A - 10-1-2024*

9. 24-863 APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH BILL BOND SPORTS LEAGUE, INC., FOR THE USE OF ROGER SCOTT BASEBALL FIELD

Recommendation: That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Bill Bond Sports League, Inc., for the use of Roger Scott Baseball Field to establish the terms and responsibilities of both parties as to the use of the Roger Scott Baseball Field for conducting a youth baseball program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease 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: *Bill Bond Sports League, Inc., Youth Sports Organization Field Use Agreement*
Affidavit Regarding the Use of Coercion for Labor and Services
REVISED - Bill Bond Sports League, Inc., Youth Sports Organization Field Use Agreement

10. 24-867 APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH EAST PENSACOLA STUDENT ATHLETE PROGRAM FOR THE USE OF BILL GREGORY BASEBALL FIELD

Recommendation: That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with East Pensacola Student Athlete Program, for the use of Bill Gregory Baseball Field to establish the terms and responsibilities of both parties as to the use of the Bill Gregory Baseball Field for conducting a youth baseball program.

Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease 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: *East Pensacola Student Athlete Program Youth Sports Organization Field Use Agreement*
Affidavit Regarding the Use of Coercion for Labor and Services REVISED - East Pensacola Student Athlete Program Youth Sports Organization Field Use Agreement

11. 24-871 APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH SOUTHERN YOUTH SPORTS ASSOCIATION FOR THE USE OF LEGION FIELD

Recommendation: That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Southern Youth Sports Association for the use of Legion Field to establish the terms and responsibilities of both parties as to the use of the Legion Field for conducting a youth football program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease 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: *Southern Youth Sports Association Youth Sports Organization Field Use Agreement*
Affidavit Regarding the Use of Coercion for Labor and Services REVISED - Southern Youth Sports Association Youth Sports Organization Field Use Agreement

12. 24-868 APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH PENSACOLA YOUTH SOCCER, INC., FOR THE USE OF HITZMAN OPTIMIST SOCCER FIELD

Recommendation: That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Pensacola Youth Soccer, Inc., for the use of Hitzman Optimist Soccer Fields to establish the terms and responsibilities of both parties as to the use of the Hitzman Optimist Soccer Field for conducting a youth soccer program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease 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: *Pensacola Youth Soccer Inc., Youth Sports Organization Field Use Agreement*
Affidavit Regarding the Use of Coercion for Labor and Services
REVISED - Pensacola Youth Soccer Inc., Youth Sports Organization Field Use Agreement

- 13. 24-870** APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH NORTHEAST PENSACOLA WILDCATS FOOTBALL, INC., FOR THE USE OF ROGER SCOTT ATHLETIC COMPLEX MULTI PURPOSE FIELD

Recommendation: That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Northeast Pensacola Wildcats Football, Inc., for the use of Roger Scott Athletic Complex Multi Purpose Field to establish the terms and responsibilities of both parties as to the use of the Roger Scott Athletic Complex Multi Purpose Field for conducting a youth football program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease 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: *Northeast Pensacola Wildcats Football, Inc., Youth Sports Organization Field Use Agreement*
Affidavit Regarding the Use of Coercion for Labor and Services
REVISED - Northeast Pensacola Wildcats Football, Inc., Youth Sports Organization Field Use Agreement

- 14. 24-869** APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH EAST PENSACOLA STUDENT ATHLETE PROGRAM INC., FOR THE USE OF MAGEE FIELD/JOHN ALLBRITTON FOOTBALL FIELD

Recommendation: That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with East Pensacola Student Athlete Program, for the use of Magee Field/John Allbritton Football Field to establish the terms and responsibilities of both parties as to the use of the Magee Field/John Allbritton Football Field for conducting a youth football program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease 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: *East Pensacola Student Athlete Program Youth Sports*

*Organization Field Use Agreement
Affidavit Regarding the Use of Coercion for Labor and Services
REVISED - East Pensacola Student Athlete Program Youth Sports
Organization Field Use Agreement*

15. 24-891 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of \$2,000 to OnBikes Pensacola from the City Council Discretionary Funds for District 4.

Sponsors: Council Vice President Jared Moore

Attachments: None

16. 24-915 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

Recommendation: That City Council approve funding of \$2,000 to Hope Above Fear, \$1,000 to EComfort, \$1,000 to the Watson Family Foundation, \$1,000 to HYPE Pensacola, \$1,000 to Valerie's House, \$1,000 to Manna Food Bank, \$500 to Pearl's Felines Advocates United, Inc. and \$500 to Everett Animal Welfare Group from the City Council Discretionary Funds for District 1.

Sponsors: Council Member Jennifer Brahier

Attachments: None

17. 24-918 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approve funding of \$750 to The Lemonade Stand Bootcamp and \$750 to OnBikes Pensacola from the City Council Discretionary Funds for District 2.

Sponsors: Council Member Charles Bare

Attachments: None

18. 24-922 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of \$500 to The Lemonade Stand Bootcamp and \$1,000 to Bluffline, Inc. from the City Council Discretionary Funds for District 3.

Sponsors: Council President Casey Jones

Attachments: None

19. 24-923 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER

ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$1,500 for the Southern Youth Sports Association and \$1,000 to One Pensacola, Inc. from the City Council Discretionary Funds for District 6.

Sponsors: Council Member Allison Patton

Attachments: None

REGULAR AGENDA

20. 24-830 ACCEPTANCE OF AMENDMENT ONE TO GRANT AGREEMENT NO. 445548-1-84-02 - PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) LANDSIDE IMPROVEMENTS FOR WAREHOUSE 10 - AMERICAN MAGIC

Recommendation: That City Council approve the acceptance of Amendment One to grant agreement No: 445548-1-94-02 to repair Warehouse 10 at the Port of Pensacola in support of American Magic. This amendment is in the amount of \$1,800,000 for a total grant value of \$2,253,131. 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: Amendment One for Grant No. 44554919402
FDOT Grant No. 44554919402
Council Item Action for Grant No. 44554919402
FDOT Maintenance Dredging Grant No. 44102729402 with
Council Item Action

21. 24-834 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-71 - ACCEPTANCE OF AMENDMENT ONE TO GRANT AGREEMENT NO. 445548-1-94-02 - PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) LANDSIDE IMPROVEMENTS FOR WAREHOUSE 10 - AMERICAN MAGIC

Recommendation: That City Council adopt supplemental Budget Resolution No. 2024-071:

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. 2024-71

*Supplemental Budget Explanation No. 2024-71***22. 24-872 AIRPORT - RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE AMENDMENT AND EXTENSION**

Recommendation: That City Council authorize the Mayor to execute an Amendment and Extension to the Rental Car Concession Agreement and Real Property Lease at the Pensacola International Airport. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this amendment, consistent with the Mayor's Executive Powers as granted in the City Charter. Further, that City Council adopt a supplemental budget resolution to provide for the appropriation of the Customer Facility Charge Funds already collected to the FY 2024 Budget.

Sponsors: Mayor D.C. Reeves

Attachments: *Rental Car Concession Agreement and Real Property Lease Amendment-2024*
Supplemental Budget Resolution No. 2024-73
Supplemental Budget Explanation No. 2024-73

23. 24-873 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-73 - AIRPORT RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE AMENDMENT AND EXTENSION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-73.

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. 2024-73*
Supplemental Budget Explanation No. 2024-73
Rental Car Concession Agreement and Real Property Lease Amendment-2024

24. 24-907 AMENDMENT AND TERMINATION OF GROUND LEASE AGREEMENT WITH DIVINE WORD COMMUNICATIONS (ADJACENT TO LONG HOLLOW STORMWATER POND)

Recommendation: That City Council approve the Amendment and Termination of Ground Lease Agreement with Divine Word Communications, for increased stormwater capacity of the Long Hollow Stormwater Pond as part of the grant-funded Hollice T. Williams Stormwater Park project. Also, that City Council authorize the Mayor to take actions necessary to execute and administer these agreements, 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: *Amendment and Termination of Lease - Divine Word -v1*
Option Agreement Template - PSA for HTW-LHP Properties
LHP Property Acquisition List - Page 7 HTW RFQ

25. 24-898 PROPOSED ORDINANCE NO. 10-24 - CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA - CAMPING ON PRIVATE PROPERTY PROHIBITED

Recommendation: That City Council approve Proposed Ordinance No. 10-24 on first reading.

AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance No. 10-24*
Business Impact Estimate
Data for Proposed Unauthorized Camping Ordinances

26. 24-904 PROPOSED ORDINANCE NO. 11-24 - AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA - CAMPING ON PUBLIC PROPERTY PROHIBITED

Recommendation: That City Council approve Amended Ordinance No. 11-24 on first reading.

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance No. 11-24*
Business Impact Estimate
Data For Proposed Unauthorized Camping Ordinances

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 #: 24-523

City Council

9/26/2024

MINUTES

SUBJECT:

APPROVAL OF MINUTES: SPECIAL MEETING MINUTES DATED SEPTEMBER 11, 2024
AND REGULAR MEETING MINUTES DATED SEPTEMBER 12, 2024

ATTACHMENTS:

1. Draft: Special Meeting Minutes Dated 9/11/2024
2. Draft: Regular Meeting Dated 9/12/2024



City of Pensacola

CITY COUNCIL

MINUTES

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

September 11, 2024

5:30 PM

Council Chambers, 1st 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 (arrived 5:31), Allison Patton, Delarian Wiggins

Council Members Absent: None

DISCUSSION ITEMS

1. 24-888 SPECIAL MEETING AND PUBLIC HEARING TO ADOPT FINAL MILLAGE RATES AND FINAL BUDGETS FOR FISCAL YEAR 2025

Council President Jones indicated the purpose of this special meeting is to conduct the second (final) public hearing to adopt final millage rates for the City of Pensacola and the Downtown Improvement District for 2024 and final budgets for the Fiscal Year 2025. 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 final 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. 24-885 RESOLUTION NO. 2024-74 - FINALLY LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF PENSACOLA AND THE DOWNTOWN IMPROVEMENT DISTRICT FOR 2024.

Recommendation: That City Council adopt Budget Resolution No. 2024-74.

A RESOLUTION FINALLY 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. 24-886 RESOLUTION NO. 2024-75 - ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024.

Recommendation: That City Council adopt Budget Resolution No. 2024-75.

A RESOLUTION ADOPTING A FINAL BUDGET FOR THE CITY OF PENSACOLA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; MAKING FINAL 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 Member Patton and seconded by

Council Member Wiggins.

Council Member Brahier made brief remarks, clarifying for the public that Council's discussion during the budget workshop (held on August 12th) and City staff's and Council's staff's preparations, provided for an easy hearing process for adoption of the millage rates and budgets.

Public input was heard from Katrice Johnson, representing Bantucola, an organization which advocates for the black community, and explained their areas of focus. She inquired about how to engage in the budget process to request funding. Council Member Broughton made follow-up remarks. Council Member Bare suggested Ms. Johnson could reach out to Council Members (individually) to request funding through discretionary funds. Council Member Broughton asked follow-up questions of Ms. Johnson.

Upon conclusion of discussion and there being no further 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. 24-887 RESOLUTION NO. 2024-76 - ADOPTING A FINAL BUDGET FOR THE DOWNTOWN IMPROVEMENT BOARD FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024.

Recommendation: That City Council adopt Budget Resolution No. 2024-76.

A RESOLUTION ADOPTING A FINAL 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 Brahier 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

ADJOURNMENT

WHEREUPON the meeting was adjourned at 5:44 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 12, 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

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Vice President Jared Moore

AWARDS

On behalf of Mayor Reeves, Deputy City Administrator Forte read (in its entirety) and presented a proclamation to Haley Brown, Program & Rally Kid Coordinator a representative from the Rally Foundation recognizing *September as Childhood Cancer Awareness Month*. Ms. Brown made follow-up remarks.

FIRST LEROY BOYD FORUM

Brian Wyer: Addressed Council with several commendations: 1) smooth budget process; 2) partnership among the City, Gulf Coast Minority Chamber of Commerce, and Florida Office of Supplier Development hosting a small business event earlier this week; and 3) swift action by the Police Department in retrieving stolen (personal) property.

Sherri Myers: Made comments commending Mayor Reeves' recent statement

regarding Escambia Children's Trust funds from which the City would collect \$1.8 million in taxes, to be allocated to help schools in the City limits. She particularly advocated help for Holm Elementary and Workman Middle Schools.

The following individuals addressed Council regarding ST Engineering's recent terminations of Chilean workers:

Grace Resendez McCaffrey

John Herron (provided copies to Council Members of two articles posted by *Studio 850 News* dated 8/22/2024 and 9/2/2024 - - on file).

The following individuals representing Micah 6.8 Men's Group addressed Council requesting passage of a resolution against Amendment No. 4 on the upcoming November 5th ballot:

Mark Price

James Tate

Todd Leonard

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.

A motion to approve 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

APPROVAL OF AGENDA

Council President Jones indicated that consent agenda Item 8, 24-726 will be moved to the top of the regular agenda since a citizen has requested to speak on that item.

A motion to approve as amended 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

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.

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.

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.

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.

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.

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.

A motion to approve consent agenda items 2, 3, 4, 5, 6, and 7 was made by Council Member Brahier and seconded by Council Vice President Moore.

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

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.

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

Council Member Patton (sponsor) addressed the funding of the three (3) organizations.

Public input was heard from Sherri Myers.

Some discussion took place among Council with Special Assistant to Council Executive McLellan and Council Executive Kraher responding accordingly to questions and comments.

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

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.

A motion to approve 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

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.

**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

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.

**A motion to approve was made by Council Member Patton 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

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.

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

Council Members Bare and Moore made brief comments.

There being no further comments or questions, 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

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

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

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.

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

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

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.

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

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 SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Vice President Moore 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

None

MAYOR'S COMMUNICATION

None

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Broughton announced upcoming events: 1) Hart's Hammock and Archaeological Park exhibit ribbon cutting and celebration of history at Pensacola Light House and Museum (on the naval base); 2) General Daniel "Chappie" James Flight Academy and Museum events following the renovations and expansion project; and 3) Alice S. Williams Day Care Center restoration project finishing up soon.

Council Member Brahier addressed the request for passage of a resolution from the Micah 6:8 group (whose representatives spoke during the First LeRoy Boyd Forum) and explained that it would not be something that Council would take up as an add-on item during this meeting.

Council Member Bare announced an upcoming beach clean-up.

Council Members Bare, Patton, and Wiggins expressed frustration with the (continued) malfunctioning of the live management voting and speaker system that was implemented in the past year.

Council Member Wiggins thanked all staff for their work on the budget process and getting through three (3) meetings this week.

SECOND LEROY BOYD FORUM

None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 6:33 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 #: 24-914

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

APPOINTMENTS - ARCHITECTURAL REVIEW BOARD

RECOMMENDATION:

That City Council appoint two (2) registered architects and two (2) representatives from the University of West Florida Historic Trust (UWFHT) for a term of two (2) years, expiring September 30, 2026; and appoint a property or business owner in the Palafox Historic Business District or Governmental Center District to an unexpired term ending September 30, 2025.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation districts and Governmental Center District.

The following are incumbents that wish to be considered for reappointment or have been nominated by the University of West Florida Historic Trust:

Nominee:

Registered Architect

Yuri L. Ramos
Jordan M. Yee

Nominated by:

Incumbent
Incumbent

Representative from the University of West Florida Historic Trust

David Del Gallo
Scott Fisher

UWF Historic Trust
UWF Historic Trust

Property or Business Owner in the Palafox Historic Business District or Governmental Center District

William Brantley
Brahier

PRIOR ACTION:

City Council makes appointments to this board 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 - William Brantley
3. Application of Interest - William Brantley
4. Resume-William Brantley
5. Application of Interest - David Del Gallo
6. Application of Interest - Scott Fisher
7. Application of Interest - Yuri Ramos
8. Resume - Yuri Ramos
9. Application of Interest - Jordan Yee
10. Ballot - Registered Architect
11. Ballot - Representatives from UWF Historic Trust
12. Ballot - Business Owner

PRESENTATION: No

Architectural Review Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
,			0	2024			0	
Courtney, Lou M.	Resident-Old East Hill	Council	1	2024	9/30/2025	8/12/2021	2	
Fogarty, Anna	Design/Rep UWFHT	Council	2	2024	9/30/2024	9/13/2018	2	
Mead, II, George R.	Resident-North Hill	Council	5	2024	9/30/2025	9/26/2013	2	
Ramos, Yuri L.	Architect	Council	1	2024	9/30/2024	9/10/2020	2	
Salter, Derek	Arch. Rep.UWFHT	Council	2	2024	9/30/2024	9/13/2018	2	
VACANT, VACANT	Business Owner-PHBD	Council	0	2024	9/30/2025	9/29/2023	2	
Yee, Jordan M.	Architect	Council	1	2024	9/30/2024	9/10/2020	2	

Term Length: TWO YEAR TERMS

The Architectural Review Board approves or disapproves plans for buildings to be erected, renovated, or razed which are located, or to be located within the historic districts, preservation districts and Governmental Center District.

The Architectural Review Board is composed of seven (7) members appointed by City Council: two (2) nominated by the University of West Florida Historic Trust, each of whom shall be a resident of the City of Pensacola; one (1) member from the City Planning Board or resident property owner of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; two (2) registered architects, each of whom shall be a resident of the City of Pensacola; one (1) member who is a resident of the Pensacola Historic District, North Hill Preservation District or Old East Hill Preservation District; and one (1) member who is a property or business owner in the Palafox Historic Business District or the Governmental Center District.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

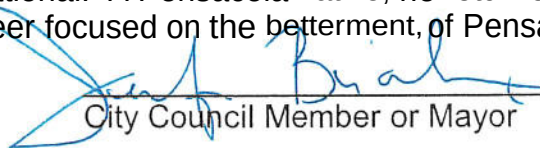
I, Jennifer Brahier, do nominate William Brantley
(Nominee)
1825 Whaley Avenue, Pensacola, FL 850-982-9042
(Home Address) (Phone)
205 E Intendencia St, Pensacola, FL 850-739-3973
(Business Address) (Phone)
william@smp-arch.com
(Email Address) City Resident: ☒ YES NO
Property Owner within the City: ☒ YES NO

for appointment by the City Council for the position of:

***PROPERTY OR BUSINESS OWNER IN THE PALAFOX HISTORIC BUSINESS DISTRICT
OR
GOVERNMENTAL CENTER DISTRICT
ARCHITECTURAL REVIEW BOARD
(Unexpired term expiring 9/30/2025)***

Provide a brief description of nominee's qualifications:

As an architect practicing in downtown Pensacola, William is intimately familiar with the Urban Design Overlay District standards. He is eager to help improve these standards so that they better accomplish the goal of the district. William is a partner at SMP Architecture, a firm founded by Brian Spencer and recognized for its design, planning and policy contributions to downtown Pensacola. With a background in urban design, land planning, and architecture William has worked on a wide range of project types both domestic and international. A Pensacola native, he returned to SMP Architecture in 2019 to spend the rest of his career focused on the betterment of Pensacola.


City Council Member or Mayor

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, September 16, 2024 12:09 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.

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(Section Break)

Personal Information

Name	William Brantley
Home Address	1825 Whaley Avenue Pensacola, FL 32503
Business Address	SMP Architecture 205 E Intendencia Street Pensacola, FL 32502
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	850-9829042

Email Address	william@smp-arch.com
Upload Resume (optional)	Resume_WilliamBrantley.pdf
(Section Break)	
Details	
Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	5
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Architecture Review Board (ARB)
Please list the reasons for your interest in this position:	As a member of the ARB, I hope to provide design feedback that encourages investment in our historic downtown and neighborhoods. New development, historic restoration and adaptive reuse projects in our historic city should: 1) Compliment and contribute to the character of their surrounding neighborhood. 2) Incorporate design features that add interest to our streetscapes and promote walkability. 3) Add value to the neighborhood, facilitating continued investment in the area. I hope to offer well articulated guidance that makes the ARB approval process enjoyable for applicants and ensures projects meet the intent and goals of the design guidelines.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Urban Design Overlay District Review Board
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 <i>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.</i>	
Gender	Male
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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WILLIAM BRANTLEY AIA NCARB

Principal, SMP Architecture

A Pensacola native, William's interest in architecture originated building tree forts as a child. An avid traveler, William was increasingly drawn to the profession as he recognized how much impact the built environment influences the lifestyle and reflects the culture of the places one experiences. William began his professional career with TVS, one of the nation's top design firms based in Atlanta, and has worked on a wide range of project types both domestic and international. With a diverse background in urban design, architecture, and interiors, William approaches each project holistically. Over his career, William gravitated towards urban infill projects. He thrives on the complexities of these projects and appreciates the "redevelopment" opportunity to improve the existing urban fabric of our cities. After seven years working with TVS, William returned to SMP Architecture in 2019 with the goal to spend the rest of his career focused on the betterment of Pensacola.

EDUCATION

Clemson University
BA Architecture

University of Tennessee Knoxville
Master of Architecture

PROFESSIONAL REGISTRATION

Architectural Licensure

- **Florida AR98472**
 - Alabama 8636
- NCARB - Certified

SELECTED EXPERIENCE

CoastAL Orange Beach, AL

New construction, 40,900 SF restaurant and retail space, 2 stories.
Construction cost \$22M, Completed 2023.

Maritime Place Pensacola, FL

New construction, 75,000 SF office building, 4 stories. Construction Cost \$9.3M, Completed 2014

Hawkshaw Pensacola, FL

New construction, 156,884 SF mixed-use development. 55 residences and 23,000 SF of restaurant, retail, and fitness space. Construction Cost \$30M, In Progress

Bodacious Olive Pensacola, FL

Adaptive Reuse, 5,000 SF specialty retail. Completed 2012

Charlotte Convention Center Charlotte, NC

Expansion/renovation, 100,000 SF expansion providing 15 new meeting rooms atop the existing exhibit hall roof and a landscaped pedestrian bridge connecting to an adjacent light rail stop. Construction Cost \$110M, Completed 2020 (while working at tvsdesign)

North Avenue Presbyterian Church Atlanta, GA

Expansion/renovation connecting three existing structures built in 1900, 1927, and 1960. Project provides a new hospitality hall and event space. 60,000 SF, Construction Cost \$16M, Completed 2018 (while working at tvsdesign)

West China International Expo City Chengdu, Sichuan

New construction, 4,844,000 SF exhibition center. \$1.4B, Completed 2018 (while working at tvsdesign)

Reflection St. Petersburg, FL

New construction, 356,990 SF mixed-use tower, 88 residences with ground level retail. Construction Cost \$52M, Under Construction

501 & 503 N Tarragona Residences Pensacola, FL

New construction, 2 single family residences (spec houses) within the Urban Design Overlay District, Under construction



Ericka Burnett

From: noreply@civicplus.com
Sent: Friday, August 9, 2024 2:49 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

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(Section Break)

Personal Information

Name	David Del Gallo
Home Address	1550 East Gonzalez Street
Business Address	1550 East Gonzalez Street
To which address do you prefer we send correspondence regarding this application?	Field not completed.
Preferred Contact Phone Number(s)	8503931322
Email Address	advconstruction@cox.net
Upload Resume (optional)	Field not completed.

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	Pensacola 68 YEARS
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	ARCHITECTURAL REVIEW BOARD
Please list the reasons for your interest in this position:	I'VE ALWAYS CONTENDED THAT THE ARB SHOULD HAVE A GENERAL CONTRACTOR ON IT. I'VE BEEN ONE FOR 47 YEARS.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
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.
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Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, August 12, 2024 9:24 AM
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

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(Section Break)

Personal Information

Name	Scott Fisher
Home Address	222 W La Rua St Pensacola, FL 32501
Business Address	3900 North Palafox Street Pensacola, FL 32505
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8509444171
Email Address	sfisher@fishercabinet.com
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?	I grew up in district 1(18 years) and currently reside in district 6 (15 years)
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Architectural Review Board
Please list the reasons for your interest in this position:	I am a resident of the City of Pensacola(currently in North Hill) and own a business in the city limits as well. (Fisher Cabinet Co - District 5) I have an interest in the growth of our city along with a preservation of our wonderful history. I have served on the North Hill board as the Vice President in the past and I have worked in commercial cabinetry and architectural woodwork for over 30 years. I have an understanding of plans and an interest in growth for the city along with fair oversight. I believe my skill sets would be an asset to the ARB.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
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.](#)

Ericka Burnett

From: noreply@civicplus.com
Sent: Friday, August 9, 2024 10:14 AM
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	Yuri L Ramos
Home Address	4107 Brittany Ct; Pensacola, FL 32504
Business Address	121 E. Government St; Pensacola, FL 32502
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8507742812
Email Address	yramos@stoarchitects.com

Upload Resume (optional) [Ramos Resume.pdf](#)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 1

If yes, how long have you been a City resident? 10 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Architectural Review Board

Please list the reasons for your interest in this position: I have served on the ARB for the past four years. I want to continue to support our community by volunteering to serve on this Board.

Do you currently serve on a board? Yes

If yes, which board(s)? ARB

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

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

Contact

850-774-2812 (Mobile)
yurilonghiramos@gmail.com

www.linkedin.com/in/
yuriramosarchitecture (LinkedIn)

Top Skills

Revit
Construction Drawings
SketchUp

Languages

Portuguese
Spanish

Certifications

Construction Documents Technology
(CDT) Certification
Licensed Architect

Yuri Ramos, AIA

Project Architect at STOA Architects
Pensacola Metropolitan Area

Summary

Yuri is a client-driven architect. His experience includes multi-family housing, hospitality, healthcare facilities, Design/Build and Design/Bid/Build Department of Defense projects, airport facilities, retail, K-12 and higher education.

Experience

STOA Architects
Project Architect
January 2017 - Present (7 years 8 months)
Pensacola, Florida

Bullock Tice Associates
Intern Architect
2015 - 2017 (2 years)
Pensacola, Florida Area

National Council of Architectural Registration Boards (NCARB)
Intern Think Tank Member
2015 - 2016 (1 year)

The Intern Think Tank is a group of 12 Intern Architects selected from a pool of applicants from all over the United States. They convened at the NCARB offices in Washington, DC to discuss and recommend improvements to the architectural licensure process. Some of the charges brought forth during this meeting included:

- Provided feedback on the most successful and challenging elements of the licensure process
- Brainstormed on a future program that could effectively determine competency at the point of licensure
- Recommended ways of engaging interns at the various stages of the licensure process
- Identified ways to increase benefits for NCARB Certificate holders

At the culmination of the gathering in Washington, DC, the Intern Think Tank members returned home to continue research for a report being delivered to NCARB at the end of FY16.

Clark Design Group

Intern Architect

2013 - 2015 (2 years)

Elkton, Maryland

Worked on multiple projects at different phases of the design process with varying design teams. Used Building Information Modeling software in combination with other software on all projects. Engaged with clients during participatory design sessions and throughout project delivery. Coordinated with project consultants. Produced photo realistic renderings. Participated in a firm wide focus to increase productivity by streamlining firm procedures and the BIM process.

Habitat for Humanity of New Castle County

Delaware AmeriCorps Service Member

2012 - 2013 (1 year)

New Castle County, Delaware

Collaborated with a team to raise proceeds that help fund the construction efforts of Habitat for Humanity of New Castle County. Managed volunteer groups. Coordinated volunteer recruitment and retention for the ReStore. Managed donation procurement. Worked with a team that opened new facility enabling the ReStore to increase sales by 35%.

Education

Florida Agricultural and Mechanical University

Master of Architecture (M.Arch.), Architecture · (2015)

Boston Architectural College

Graduate coursework in architecture · (2009)

University of West Florida

Bachelor of Arts (B.A.), Studio Art · (2008)

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, September 9, 2024 11:27 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Jordan Yee
Home Address	1904 E Leonard St Pensacola, FL 32503
Business Address	8 N Coyle St Pensacola, FL 32502
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	850-380-8020
Email Address	jordanyee.aia@gmail.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 4

If yes, how long have you been a City resident? 15

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: ARB

Please list the reasons for your interest in this position: Architect and current Board Member

Do you currently serve on a board? Yes

If yes, which board(s)? ARB

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

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

Ballot – **Architectural Review Board**

September 26, 2024

Two-year term expiring September 30, 2026

Registered Architect

_____ Yuri L. Ramos

_____ Jordan M. Yee

Vote for Two

Signed: _____
Council Member

Ballot – **Architectural Review Board**

September 26, 2024

Two-year term expiring September 30, 2026

Representative from University of West Florida Historic Trust

_____ David Del Gallo

_____ Scott Fisher

Vote for Two

Signed: _____
Council Member

Ballot – Architectural Review Board

September 26, 2024

Unexpired term ending September 30, 2025

***Property Or Business Owner in the Palafox Historic Business District
Or
Governmental Center District***

_____ William Brantley

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-776

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH
COUNCIL ON AGING OF WEST FLORIDA, INC.

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

On August 8, 2024, the City Council approved the 2024-25 Community Development Block Grant (CDBG) Annual Action Plan, which included a public service activity for nutritional meal programs for elderly and disabled income-eligible residents for the 2024-25 fiscal year. This annual Agreement with the Council on Aging of West Florida, Inc. will provide nutritional meal services to include Meals on Wheels and Senior Dining site services to eligible City residents. Last fiscal year, through the Meals on Wheels and Senior Dining sites, the Council on Aging provided 27,344 nutritional meals to income eligible elderly or disabled City residents.

As a direct entitlement community, the City of Pensacola is eligible for CDBG funds under Title I of the Housing and Community Development Act of 1974, as amended. A minimum of 70% of CDBG funds must be spent on activities directly benefiting low and moderate income residents (at or below 80% of area median income).

PRIOR ACTION:

August 8, 2024 - City Council approved the 2024-25 CDBG Annual Action Plan

FUNDING:

Budget: \$70,000

Actual: \$70,000

FINANCIAL IMPACT:

No City general funds are required. Funds are available from 2024 CDBG funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
David Forte, Deputy City Administrator
Meredith Reeves, Housing Administrator

ATTACHMENTS:

1. 2024-25 CDBG Council on Aging Agreement

PRESENTATION: No

**AGREEMENT FOR SERVICES
BETWEEN CITY OF PENSACOLA AND
COUNCIL ON AGING OF WEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, but effective October 1, 2024, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Council on Aging of West Florida, Inc. ("Recipient"), non for profit corporation organized under the laws of the State of Florida, located at 875 Royce Street, Pensacola, Florida 32503, (the City and Recipient collectively referred hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the Council on Aging of West Florida, Inc. (COA) provides public service activities through the administration of nutritional service programs for elderly and disabled City residents; and

WHEREAS, the City received and is responsible for the administration of Community Development Block Grant (CDBG) funds (CFDA #14.218), made available through the United States Department of Housing and Urban Development (HUD) and authorized by Title 1 of the Housing and Community Development Act of 1974, as amended: and other Federal legislative actions, as applicable, which may be used for public service activities; and

WHEREAS, the Recipient has agreed to provide nutritional service programs under the CDBG program public service activity through the obligations established under this Agreement for the benefit of City residents; and

WHEREAS, the City desires to enter into an Agreement with the Recipient to provide public service activities through the Recipient's administration of nutritional service programs to City residents; and

WHEREAS, these CDBG funds would provide approximately 13,000 meals for qualified City residents.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions and promises herein contained the appropriation and disbursement of funds by the City now and hereafter made, the parties agree as follows:

Section 1. Recitals: The recitals contained above are hereby declared by the Parties to be true and correct and are incorporated into this Agreement.

Section 2. Term: This Agreement shall be effective for a period beginning the first day of October 2024 and shall terminate on September 30, 2025.

Section 3. Scope of Services: Recipient shall preform all work and services described in, and in accordance with, the Agreement Documents and specifically described in Exhibit "A", Work Program, which by this reference is incorporated into and made part of this Agreement.

Section 4. Compliance with Law: Recipient shall comply with all applicable Federal, state, and local laws, ordinances, rules and regulations pertaining the performance of this Agreement.

Section 5. Indemnification: Recipient is responsible for and shall indemnify City against all damage or loss caused by fire, theft, or otherwise, to materials, tools equipment and consumables left on City Property by the Recipient. (See Exhibit C)

Section 6. Compensation: The City agrees to pay Recipient the sum of **\$70,000** solely from available 2024 CDBG funds (Grant #B-24-MC-12-0016) to implement the eligible community development public service activities in accordance with the Agreement Documents.

Section 7. Reimbursement: *Payment will be made on reimbursement basis only* and requests for reimbursement must be submitted in the form and with the content prescribed by the City. The City will pay to the Recipient funds available under this Agreement based on information and documentation (See Exhibit B) submitted by the Recipient to the City, so long as such information and documentation is consistent with any approved budget, HUD regulations and City policies concerning payments. Payments will be made only for eligible expenses actually incurred by the Recipient. If applicable, payments will be adjusted by the City in accordance with program income balances available in Recipient accounts. All funds not expended by September 30, 2024 shall remain in custody of the City. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Recipient. Payments may be contingent upon the certification of the Recipient's financial management system in accordance with the standards specified under generally accepted accounting principles approved by the City and outlined in 2 CFR Part 200 known as the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and successors thereto, all of which are hereby referred to and incorporated by reference.

Section 8. Appropriation of Funds: Recipient shall commence and complete all work and services pursuant to the Agreement Documents. If the Recipient should fail to satisfactorily perform its duties herein set forth, or in the event that all funds should fail to be or cease to

be provided to the City, then the City may suspend or terminate this Agreement in accordance with 2 CFR Part 200 known as the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and successors thereto, all of which are hereby referred to and incorporated by reference, and may reimburse payments that were expended up to the date of termination only.

Section 9. Audit Provision: The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement:

- A. To procure and maintain insurance as described in Exhibit C.
- B. To consent to such audits that the City and/or HUD may require.
- C. To produce all documents required upon request by the City and HUD.
- D. To abide by the requirements established in 2 CFR Part 200 known as the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and successors thereto, all of which are hereby referred to and incorporated by reference herein.
- E. To provide the City with two copies of the financial audit of the program showing the financial affairs of the Recipient during the period of the Agreement which will contain separate analysis indicating the use of CDBG grant funds. The audit will be prepared by an independent certified public accountant or firm and will be provided within ninety (90) days of the end of the Agreement expiration and meet the standards as described in 2 CFR Part 200 known as the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and successors thereto, all of which are hereby referred to and incorporated by reference herein. The Recipient is responsible for costs associated with the above-

mentioned audit, including review of documented procurement policies and procedures for procurement transactions.

F. To abide by the requirements, as applicable, that CDBG funds must directly be spent on administrative expenses and projects. Each activity must meet CDBG eligibility requirements and compliance with CDBG primary objectives of benefit to low and moderate-income families. The Recipient will verify with Housing that the activities funded in whole or in part with CDBG funds must benefit low/moderate income residents of the City of Pensacola.

G. Recipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, as applicable.

H. Deposition of program income received by Recipient. All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in 24 CFR 570 and successors thereto, all of which are hereby referred to and incorporated by reference herein as applicable, specifically 24 CFR 570.504(c), as applicable. Any CDBG program income received is to be returned to the City.

I. Recipient agrees to comply with applicable uniform administrative requirements as set forth in 24 CFR 570 and successors thereto, all of which are hereby referred to and incorporated by reference herein as applicable, specifically 24 570.502.

J. Recipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K and successors thereto, all of which are hereby referred to and incorporated by reference herein as applicable, except

that the Recipient does not assume the City's environmental responsibilities (24 CFR 570.604) and the City's responsibility for initiating the review process under provisions of 24 CFR Part 52 (Intergovernmental Review of HUD Programs and Activities) and successors thereto, all of which are hereby referred to and incorporated by reference herein.

K. Recipient agrees further that it shall be bound by the standard terms and conditions used in the grant Agreement between the City and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement or subsequent to the execution of this Agreement by the parties hereto.

L. Subcontracting: None of these services covered by this Agreement shall be subcontracted without approval of the Agreement document and prior written approval of the City.

Section 10. Audit Inspections: The Recipient agrees to maintain such property, personnel, all financial and accounting records, client and other records and documents, papers, maps, photographs, and other materials as are necessary to properly account for all funds expended in performance of the Agreement.

A. Pursuant to Schedule GS-1-SL Item 109 Grant Files: Grant Agency, and successors thereto, all of which are hereby referred to and incorporated by reference. These records and accounts shall be subject at all times to inspection, review, audit for a period of five (5) fiscal years following the termination of this Agreement by both the City and HUD, or recipient shall transfer these records and accounts to the custody of the City in order to insure their accountability for such a

period. However, if any litigation, claim, negotiations, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five fiscal year period whichever is later.

B. Recipient shall have an adequate financial system and internal fiscal controls in accordance with Federal requirements.

C. Any funds expended in violation of this Agreement shall be refunded in full to the City from subsequent requests for payment.

Section 11. Procurement: The Recipient must have documented procurement procedures and shall be required to adhere to procurement requirements as described in 2 CFR Part 200 specifically 2 CFR 200 317-326 including Appendix II of part 200 contract provisions for non-federal entity contracts and known as the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and successors thereto, all of which are hereby referred to and incorporated by reference herein in their purchase of materials, supplies, equipment, and services. The Recipient must award contracts only to responsible contractors processing the ability to perform successfully. Records must be maintained to sufficiently document rationale for procurement method, selection of contract type, contractor selection or rejection and basis for contract price,

A. Any purchase or aggregate purchase of \$10,000-\$250,000 (small purchase within the simplified acquisition threshold) will require a formal bid procedure (including advertising and sealed bids using a firm fixed price). Any purchase or

aggregate purchase less the \$10,000 must comply with micro purchase procedures used for procurement.

B. Price and rate quotations shall be obtained from an adequate number of qualified sources. Competitive proposals must be used when sealed bids are not appropriate. For procurement by noncompetitive proposal when items are only available from a single source one or more of the following must apply:

1. Available only through a single source;
2. Public exigency or emergency will not permit delay required for competition;
3. Awarding agency has expressly authorized a noncompetitive process or after the solicitation of a number of sources;
4. After solicitation of a number of sources, competition is deemed inadequate.

C. Recipient must take affirmative steps to insure small and minority businesses, women owned businesses and labor surplus area firms are used when possible.

D. Procurement must be conducted in a manner that provides full and open competitions. Recipient must make available, upon request, technical specifications of proposed procurement to ensure the item or service is the one proposed for acquisition.

E. Written procedures that ensure clear and accurate description of the technical requirements for materials, products and services including identifying all the requirements that offerors must fulfill and all others factors to be used in evaluating

bids and proposals. All materials related to procurement and acquisition shall be made available by Recipient to City/HUD for audit purposes upon request.

Section 12. Termination: The City may terminate this Agreement in accordance with 2 CFR 200 and successors thereto, in whole or in part and may recover any CDBG funds at its discretion, if Recipient:

- A. Violates any provision of this Agreement; or
- B. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended ;or
- C. Violates any applicable regulations or terms and conditions of approval of the applications that HUD has issued or shall subsequently issue during the period of the Agreement; or
- D. Fails to complete performance in a timely manner.

Either party may terminate this Contract with or without cause by providing thirty (30) days prior written notice of such termination.

Section 13. Notice: All notices required under this Agreement shall be in writing and shall be given by hand-delivery or by registered mail or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, if by mail, on the date of actual or courier deposit (pickup) date. Notice shall be addressed to the following:

City of Pensacola	Meredith Reeves City of Pensacola 420 W. Chase Street P.O. Box 12910 Pensacola, FL 32521-0031 Phone (850) 858-0311
-------------------	---

Email: mreeves@cityofpensacola.com

Sub Grantee/
Recipient

Joshua D. Newby, President/CEO
875 Royce Street
P.O. Box 17066
Pensacola, FL 32522-7066

Section 14. Nepotism: The Recipient agrees to abide by the provisions of Section 112.3135 *Florida Statutes*, and successors thereto, pertaining to nepotism their performance, under this Agreement, which statute is hereby referred to and incorporated by reference herein.

Section 15. Housing and Urban Development Act of 1968 Section Three Clause: The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause and successors thereto, all of which is hereby referred to and incorporated herein.

Section 16. Equal Employment Opportunity: The Recipient agrees to abide by the Equal Employment Opportunity Clause for Agreements Subject to Executive Orders No. 11246, 11478, and 136752 and successors thereto, all of which is hereby referred to and incorporated by reference herein.

Section 17. Conflict of Interest: In procurement of supplies, equipment, construction and services by Recipients and sub recipients, the conflict-of-interest provisions of in 2 CFR Part 200 known as the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and successors thereto, all of which are hereby referred to and incorporated by reference herein specifically 2 CFR 200.317 and 200.318.

A. In all cases not governed by 2 CFR 200, the provisions of 24 CFR 570.611 and successors thereto, all of which are hereby referred to and incorporated by reference herein shall apply. Such cases include the acquisition and deposition of

real property and the provision of assistance by the Recipient by its sub recipient or to individuals , businesses or other private entities under eligible activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202, or grants, loans or other assistance to businesses, individuals and other private entities pursuant to 24 CFR 570.203,570.204, 570.703.i).

B. Conflicts Prohibited. Except for approved eligible administrative or personnel costs, the general rule is that no person described in the following paragraph (Persons Covered) who exercise or have exercised any functions or responsibilities with respect to CDBG or sub-grantee activities assisted under this part or who are in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have interest in any agreement, subcontract or agreement with respect thereto, or the proceeds hereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

C. Persons Covered. The conflict-of-interest provisions of the above paragraph (Conflict Prohibited) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Recipient or any designated public agencies or sub recipients which are receiving funds under this part. Written standards of conduct covering organizational conflicts of interest are required and must include disciplinary actions for violations of standards of conduct.

Section 18. Necessary Approvals: Recipient shall procure all permits, licenses and certificates or any approvals in performance and completion of this Agreement as may be required by Federal, State, and local laws, ordinances, rules and regulations and in accordance with Agreement documents.

Section 19. No Waiver: No waiver, alterations consent or modification of any of the provisions of the Agreement Documents shall be binding unless in writing and signed by the Mayor. An annual adjustment to estimated costs and /or estimated units in Exhibit A, VI, Budget that does not change the overall sum set out in Section 5 Compensation of the Agreement shall not be subject to this Section.

Section 20. Miscellaneous Provision: This Agreement is governed and construed and enforced according to the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the state courts of Escambia County, State of Florida, and each party waived the right to change of venue. The Recipient agrees to comply with all applicable Federal, State, and local laws, ordinances, codes, and regulations. Any conflict or inconsistencies between the above Federal, State, or local guidelines and regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

Section 21. Nondiscrimination: Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability in performance of this Agreement.

Section 22. Public Records: The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0704, *Florida Statutes*, and obligations

respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specially that the contracting parties hereto shall comply with requirements within Attachment "A" attached hereto and incorporated by reference.

Section 23. Mandatory Use of E-Verify System: In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 24. Entire Agreement: This instrument and its attachments constitute the sole and only Agreement of the parties relating to the subject matter hereof and correctly set forth rights, duties, and obligations of each to the other as of its date. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party.

**[SIGNATURE PAGE TO FOLLOW]
Remaining Page Intentionally left blank**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written:

RECIPIENT

CITY OF PENSACOLA

Council on Aging of West Florida, Inc.,
a Florida non-profit corporation

By: _____
Joshua D. Newby,
President/CEO

By: _____
D.C. Reeves, Mayor

Attest:

City Clerk, Ericka L. Burnett

Approved as to Substance:

Attest: _____
Corporate Secretary

Housing Administrator

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

Attachment "A"

PUBLIC RECORDS: Consultant shall comply with Chapter 119, Florida Statutes. Specifically, Consultant shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Consultant does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBRICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A

Work Program

I. SCOPE OF SERVICES

The **Council on Aging of West Florida, Inc. (COA)**, is a private, non-profit agency dedicated to providing direct and indirect services for older citizens of Escambia County, Florida. The COA has a voluntary Board of Directors whose members make policy and set direction for the organization. Services by the COA will be provided to low or moderate income persons living within the city limits of the City of Pensacola.

The following services will be available:

- A. Meals on Wheels - Meals on Wheels is a nutrition program designed for the homebound elderly. Each person is provided with a nutritionally balanced meal(s), which consists of one-third minimum daily nutritional requirement for persons of age 60 and over.
- B. Senior Dining Sites – Senior Dining Site meals are available at ten (10) sites throughout Escambia County and provide good fellowship and a noontime meal (one-third minimum daily requirement). Five (5) meal sites are currently located within the City. They include the following locations and census tracts:

<u>Location</u>	<u>Census Tract</u>
Bayview Senior Center	9
Cobb Center	6
Fricker Center	4
Westminster Retirement Village	4
Council on Aging of West Florida	1
Gull Point	11

II. SPECIAL REQUIREMENTS

The Recipient shall include in all advertisement and/or promotion a statement that whole or partial funding of the project is supplied by the City of Pensacola's Community Development Block Grant, or wording to that effect. Each activity funded in part or whole with Community Development dollars must identify benefit to low or moderate income families* (either direct or area benefit) or aid in the prevention or elimination of slum and blight.

*A low or moderate income person or household under the CDBG program means a person or household whose income is within the limits defined below adjusted for family size (at or below 80% of area median income):

**2024 INCOME GUIDELINES
(CDBG Effective Date: May 1, 2024)**

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% OF MEDIAN	80% OF MEDIAN
1	\$18,900	\$31,500	\$50,350
2	21,600	36,000	57,550
3	24,300	40,500	64,750
4	26,950	44,950	71,900
5	29,150	48,550	77,700
6	31,300	52,150	83,450
7	33,450	55,750	89,200
8	35,600	59,350	94,950

Income limits as released annually by HUD are provided above and may be updated without formal contract amendment with written notification from the City contract manager.

III. RECIPIENT INFORMATION:

ADDRESS: P.O. Box 17066
Pensacola, Florida 32522-7066

CONTACT PERSON: Joshua D. Newby

TITLE: President/CEO

PHONE: (850) 432-1475

IV. MONTHLY STATUS REPORTS

- A. A monthly status report is due each month during the contract period and shall continue until all information concerning the project has been received by the City.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the report period.
- C. A copy of all canceled checks and bank statements during that previous report period must be attached to the monthly report to verify payment of earlier invoices and billings in order for this office to reimburse the agency for eligible projects or program costs.
- D. Monthly reports are due for each month for the period of time covered by each pay request. Requests for payment will not be processed unless up-to-date monthly reports have also been submitted.

- E. Monthly reports not submitted shall give cause for further payments to the Recipient being withheld (a sample report is attached).

V. QUARTERLY BENEFICIARY REPORTS

- A. A quarterly beneficiary report is due for each quarter during the contract period and will be reported for each month in the reported quarter.
- B. The quarterly report must identify each project/activity undertaken, service, or participant (if applicable) by address, census tract, race, gender, income (30% AMI, 50% AMI, or 80% AMI), number in household, type of assistance, frequency of assistance, and benefit to low/moderate income family or persons (either direct or area) for reported period (a sample report form is attached).
- C. The quarterly report is due within twenty (20) working days after the reported quarter.
- D. Each quarterly report should report cumulative unduplicated clients for the year by quarter. The first quarter report would cover $\frac{1}{4}$ of the year, the second quarter would cover $\frac{1}{2}$ of the year, the third quarter report would include $\frac{3}{4}$ of the year and the fourth quarter would include the total year's unduplicated clients. This report should also include Race/Ethnicity and Income Level divided by type of services specified in Part I above for all reported unduplicated clients.
- E. A year end summary report of all clients assisted under this grant with race, income, and gender demographics together with a narrative summary of accomplishments shall be provided. The year-end summary is due by the second Friday in November to the City contract manager for annual reporting to HUD. The reporting period covers clients assisted annually from October 1 through September 30.

VI. BUDGET

The Recipient shall adhere to the following budget in performing the services required under this Agreement:

Service	Estimated* per unit cost	Estimated* # of Units	Total Cost of Service
Meals on Wheels and Senior Dining Site Meals	\$5.35 (for period covering 10/1/24-9/30/25)	13,084	\$70,000

Total Available Cost of Services \$70,000

*All units of service are *estimated* based on current costs per unit of service and subject to adjustment. Services of Meals on Wheels and Senior Dining Site Meals Estimated Per Unit Cost may be adjusted upon request of the Vendor and agreement of the Recipient during the term of this Agreement; the remainder of the Agreement shall remain in full force and effect. Total Cost of Service may not exceed \$70,000. A copy of the Vendor's request to Recipient for the Per Unit Cost shall be provided to Housing Department prior to its effective date.

VII. AUDIT REQUIREMENTS

The Recipient shall provide Housing with an audit report showing the financial affairs of the Recipient during the period of the Agreement.

VIII. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the budget (Section VI). Documentation must be submitted to equal actual expenditures. Any item not included in the budget will be an ineligible expenditure. Requests for payment will not be honored if received by the Housing Department later than thirty (30) days after the expiration date of this agreement. All expenses must have incurred during the Agreement term to be eligible for reimbursement. Requests by the Recipient for payment shall be accompanied by proper documentation and shall be submitted to Housing for approval no later than thirty (30) days after the last date covered by the request. For purposes of this Section, copies of invoices, canceled checks/bank statements shall be submitted within thirty (30) days after each pay request, and paid receipts shall be considered proper documentation for verification of spending. (See Exhibit B)

IX. PROJECT EVALUATION, MONITORING AND REVIEW

- A. This program may be monitored during the period of the Agreement. The Recipient shall provide any reasonable information and/or materials, including personnel records and procurement records as required in 2 CFR Part 200 known as the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and successors thereto, all of which are hereby referred to and incorporated by reference, to the person monitoring the project to aid in the assurance that the Agreement is being adhered to in a legal manner.
- B. The City Housing Department reserves the right to evaluate and review this Agreement and its effectiveness. If found not to be effective, legal changes will be made to the Agreement or the Agreement may be terminated according to Section 12, Termination.

Exhibit B
Forms and Reports

PAYMENT REQUEST FORM

NAME: _____ REQUEST NUMBER: _____

ADDRESS: _____ PHONE NUMBER: _____

Date Payment Request Submitted: _____

Date Payment Desired: _____

- | | | |
|----|---|----------|
| 1. | Total Amount of Funds Budgeted | \$ _____ |
| 2. | Total Funds Received to Date | \$ _____ |
| 3. | Total Funds Remaining in Budget | \$ _____ |
| 4. | Total Funds to be Received from this Request
(Must attach invoices, checks & receipts) | \$ _____ |
| 5. | Remaining Balance after this Request | \$ _____ |

I certify that the reported data above is correct and the amount of this payment request is not in excess of the current needs and is required for reimbursement of payment previously made for eligible activities.

Authorized Signature

Title

COMMENTS:

BANK _____ ACCOUNT

MONTHLY STATUS REPORT

REPORT NO. _____

TO: CITY OF PENSACOLA
HOUSING DEPARTMENT

FROM: _____

PROJECT: _____

REPORT PERIOD: _____ TO: _____

DATE SUBMITTED: _____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD. LIST CHECK NUMBER, VENDOR/EMPLOYEE AND FOR WHAT ITEM. USE SEPARATE SHEET, IF NECESSARY.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

II. FINANCIAL REPORT

AGREEMENT AMOUNT \$70,000.00

Month of _____, 20____

ITEM

COST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total Expenditures this Period

\$ _____

Remaining Agreement Amount

Balance End of this Reporting Period

\$ _____

COMMENTS: _____

I certify that to the best of my knowledge the data reported is correct.

Date

Authorized Signature

Title

(Include all cancelled checks/bank statements and paid receipts for verification of spending during the reporting period.)

Exhibit C

INSURANCE AND INDEMNIFICATION

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

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

COVERAGE

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

Worker's Compensation

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

Commercial General and Automobile Liability Coverage

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The Owner shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations and independent contractors,. Minimum limits of \$1,000,000 per occurrence, and in the aggregate must be provided. The coverage shall be written on occurrence-type basis.

Automobile Liability coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned or hired automobiles. Minimum \$500,000 combined single limit to be provided.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the Owner shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The Owner shall be named as an Additional Insured** and this contract shall be listed. If required by the Owner, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the Owner, an ACORD 25. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the Owner and shall file with the Owner, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the Owner, the Contractor shall, upon instructions of the Owner, cease all operations under the Contract until directed by the Owner in writing, to resume operations.

INSURANCE OF THE CONTRACTOR PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Contractor shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be

limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE OWNER

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

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

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____ Email Address: _____

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

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

Florida Statute 787.06

(2)(a) "Coercion" means:

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

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

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

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

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-859

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF BID NO. 24-040 - ROGER SCOTT POOL FACILITIES

RECOMMENDATION:

That City Council award Bid No. 24-040, Roger Scott Pool Facilities to Biggs Construction Co. Inc, of Pensacola, Florida, the lowest and the best responsible bidder, for a base price of \$845,742.00 plus 20% contingency in the amount of \$169,148.40 for a total price of \$1,014,890.40. Further, the 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.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The project involves building a new restroom building at Roger Scott Pool Facilities, replacing the temporary bathrooms. This restroom will have separate men's and women's sections, and a janitor's closet. The building will be around 840 square feet, constructed with concrete and insulated walls, and will have a metal roof, new sidewalks around the building and the restored surrounding areas to match the existing landscape.

PRIOR ACTION:

FUNDING:

Budgeted:	\$802,040.00	LOST IV (307.014820 LOST IV - RSTC
BATHROOMS		
	\$397,960.00	GF (001-119174 (GF) (001.510.119174)
	\$44,284.00	LOST (307-014811)
	\$1,244,284.00	Total

Actual:	\$845,742.00	Contract Base Bid
	\$169,148.40	Required 20% Contingency
	\$30,000.00	Management & Inspections
	\$1,044,890.40	Total Needed to Award Project

FINANCIAL IMPACT:

City Council has appropriated a total of \$1,244,284.00 from the Local Option Sales Tax (LOST) and GF Funds for this project. To date, \$169,900 was spent on Design and the total projected cost for the completion of this project is estimated at \$1,044,890.40, which includes all necessary expenses to award the contract.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, City Administrator
David Forte, Deputy City Administrator
Russell Sweatt, Director, Facilities and Fleet.

ATTACHMENTS:

1. NOI and Bid Tabulation
2. MAP

PRESENTATION: No



FINANCIAL SERVICES
PURCHASING

TO: Respondents to Bid No. 24-040, Roger Scott Pool Facilities

FROM: Dedria Lunderman, Purchasing Manager

DATE: August 20, 2024

SUBJ: Notice of Intent to Award

The City of Pensacola intends to award the contract to Biggs Construction Company, 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 26, 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.

cc: Russell Sweatt, Director of Facilities & Fleet, City of Pensacola

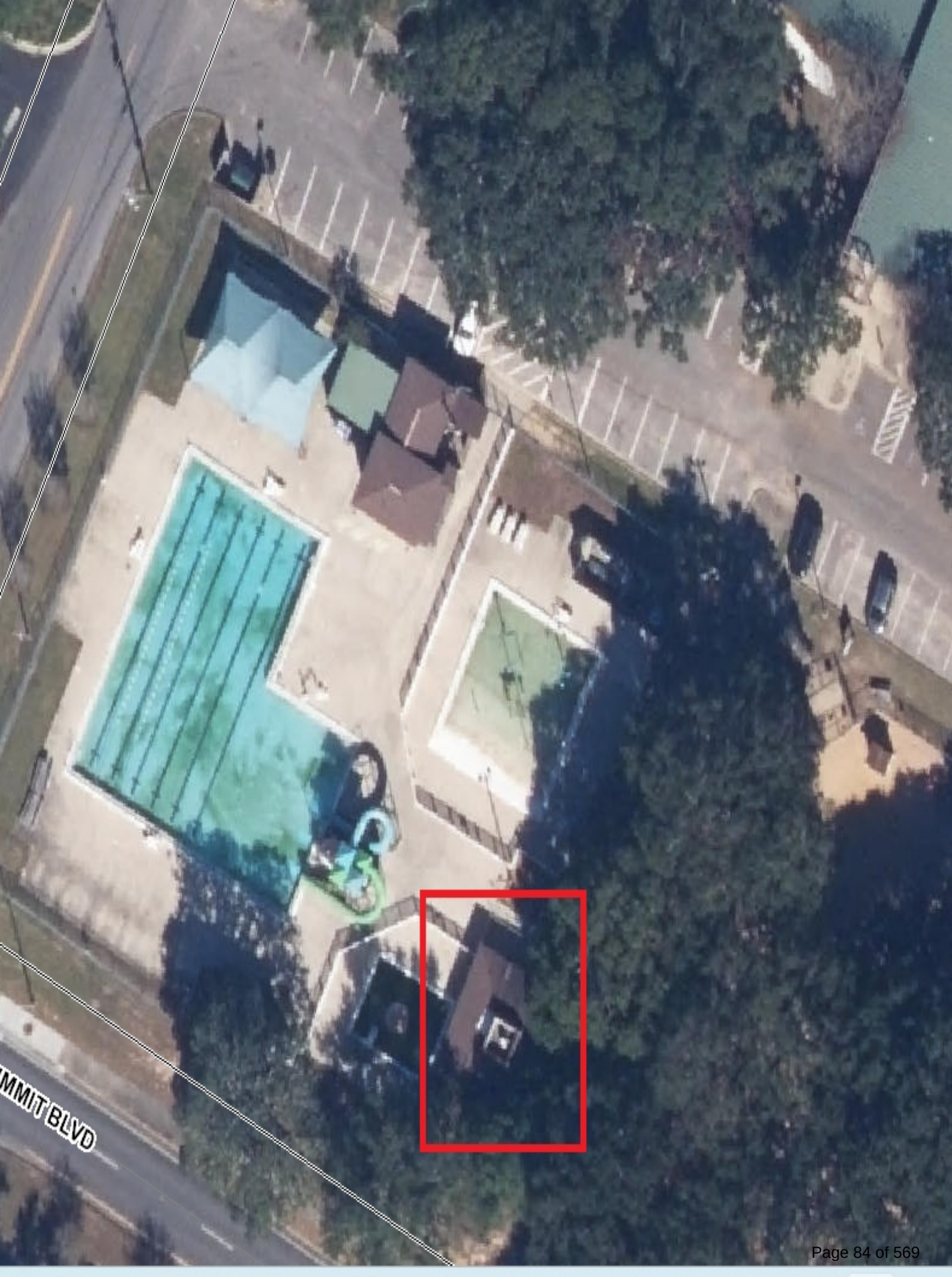
TABULATION OF BIDS

BID NO: 24-040
TITLE: ROGER SCOTT POOL FACILITIES

Submittals Due:	BIGGS	JOY GORDON	HEWES &
08/13/2024, 2:30 P.M.	CONSTRUCTION	CONSTRUCTION,	COMPANY, LLC
Department:	COMPANY, INC.	LLC	
Facilities & Fleet	Pensacola, FL	Cantonment, FL	Pensacola, FL

Base Bid	\$845,742.00	non-responsive	non-responsive
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Additive Alternate	\$730,947.00
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SUMMIT BLVD



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-686

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF BID NO. 24-035 - TAXIWAY A7 RECONSTRUCTION & ELEVATED RUNWAY
GUARD LIGHT INSTALLATION AT PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council award Bid No. 24-035 for Taxiway A7 Reconstruction & Elevated Runway Guard Light Installation at Pensacola International Airport to C.W. Roberts Contracting, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$10,650,577.00 plus a 10% contingency of \$1,065,057.70 for a total of \$11,715,634.70. 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:

Pensacola International Airport has received funding for two airfield safety projects: the reconstruction of Taxiway A7 and the installation of elevated runway guard lights. Both projects were included in Bid package 24-035 and are summarized below.

Project 1 - Taxiway A7 Reconstruction

Taxiway A7 & Taxiway A/B intersection is a complex intersection due to its expansive pavement and multiple direct access to runways. This combination increases the likelihood of a runway incursion by pilots entering the runway environment. This project will reconfigure the Taxiway A7 & Taxiway A/B intersection to meet current Federal Aviation Administration (FAA) taxiway design geometry by eliminating the 3-way intersection and eliminating any excess pavement to reduce the possibility of runway incursions. The project would include the rehabilitation of all taxiway connectors to the edge of the runway safety area, new taxiway edge lights and associated cans and cables to accommodate LED fixtures, new taxiway signage and associated cables to accommodate LED fixtures, pavement markings, and miscellaneous grading. Funding will be through a combination of FAA, Florida Department of Transportation (FDOT), and local match and would cover construction as well as construction administration services.

Project 2 - Elevated Runway Guard Lights Construction

The FAA has created a national program to install elevated runway guard lights ("RGLs") around the country. RGLs consist of a pair of elevated flashing yellow lights installed on either side of the taxiway, at a runway holding position marking. These lights can act as the first line of defense against an unintended incursion on an active runway by an aircraft or vehicle. Taxiway A, Taxiway B, and Taxiway D intersections with Runway 17-35 and Runway 8-26 create problematic taxiway geometries that may lead to increased runway incursions. As part of FAA's program, this project will install RGLs at each of these intersections. The project will consist of the installation of new RGL's, cabling, conduits, modifications to the existing airfield lighting vault, and an update to the Airport Lighting Control System (ALCS). Funding will be through a combination of FAA and local match and would cover design, construction as well as construction administration services.

On May 21, 2024, the City Purchasing Department issued Invitation to Bid No. 24-035 for Taxiway A7 Reconstruction & Elevated Runway Guard Light Installation at Pensacola International Airport. Three (3) responses were received and opened on June 26, 2024. C.W. Roberts Contracting, Inc. of Pensacola, FL, was the lowest and most responsible bidder with a base bid of \$10,650,577.00.

PRIOR ACTION:**Project 1 - Taxiway A7 Reconstruction**

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.

September 12, 2024 - City Council approved the acceptance of an Airport Infrastructure Grant (AIG) with the Federal Aviation Administration for the Taxiway A7 & Taxiway A/B Intersection Reconfiguration in the estimated amount of \$7,922,649.

Project 2 - Elevated Runway Guard Lights Construction

May 25, 2023 - City Council approved the acceptance of the Airport Improvement Program (AIP) Grant Agreement No. 3-12-0063-053-2023 with the Federal Aviation Administration for the Runway Guard Lights Design and Construction for the amount \$1,170,000.

FUNDING:

Project 1 - Taxiway A7 Reconstruction

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

Project 2 - Elevated Runway Guard Lights Construction

Budget:	\$1,170,000.00	FAA Grant 3-12-0063-053-2023
	<u>130,000.00</u>	Airport Capital Funds
	<u>\$1,300,000.00</u>	
Actual:	\$ 99,829.00	Runway Guard Lights Design
	528,490.00	Runway Guard Lights Construction
	<u>52,849.00</u>	Runway Guard Lights Construction Contingency
	<u>\$ 681,168.00</u>	

FINANCIAL IMPACT:**Project 1 - Taxiway A7 Reconstruction**

Pensacola International Airport routinely request grant funding from the FAA as part of an annual work program and FDOT as part of a five-year work program. In anticipation of this grant, funds were allocated in the fiscal year 2024 budget. In fiscal year 2024, funding in the amount of \$7,922,649 has been appropriated in the Airport's federal grant account, \$450,000 has been appropriated in the Airport's state grant account, and \$3,261,647 has been appropriated in the Airport's capital improvement account.

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

Project 2 - Elevated Runway Guard Lights Construction

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 budget. Funding in the amount of \$1,170,000 has been appropriated in the Airport's grant account and funding in the amount of \$130,000 has been appropriated in the Airport's capital improvement account.

Funds will be provided from FAA on a reimbursable basis.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

1. ITB No. 24-035 Tabulation of Bids
2. ITB No. 24-035 Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 24-035

TITLE: TAXIWAY A7 RECONSTRUCTION AND ELEVATED RUNWAY GUARD LIGHT INSTALLATION
AT PENSACOLA INTERNATIONAL AIRPORT

Submittals Due: 06/26/24, 2:30 P.M.	C.W. ROBERTS CONTRACTING, INC. Pensacola, FL	PANHANDLE GRADING & PAVING, INC. Pensacola, FL	ROADS, INC. OF NWF Cantonment, FL
Airport			
Taxiway A7 Reconstruction	\$10,122,087.00	\$11,800,176.62	\$15,082,259.00
Elevated Runway Guard Light Installation	\$528,490.00	\$650,595.00	\$980,925.00
Combined Total	\$10,650,577.00	\$12,450,771.62	\$16,063,184.00

Submittal Due Date: 06/26/24

Bid No.: 24-035

FINAL VENDOR REFERENCE LIST
TAXIWAY A7 RECONSTRUCTION AND ELEVATED GUARD LIGHT INSTALLATION AT PENSACOLA INTERNATIONAL AIRPORT
AIRPORT

Vendor Name	Address	City	St	Zip	SMWBE
004632 A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
086047 ADAM HASSEBROCK	1720 W FAIRFIELD DR STE L 11	PENSACOLA	FL	32501	
067544 AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
070835 AIRPORT LIGHTING COMPANY	108 FAIRGROUNDS DRIVE	MANLIUS	NY	13104	
077498 ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
068495 ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
001948 ARMSTRONG ELECTRIC COMPANY INC	4920 CHANEY STREET	PENSACOLA	FL	32503	
086284 ARROWHEAD CONTRACTING INC	504 W INTENDENCIA	PENSACOLA	FL	32501	Y
003350 ASPHALT SEALCOATING & SEALCOATING CO INC	3358 PURSELL LANE	PENSACOLA	FL	32526	
071765 ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
082843 B & P CONSTRUCTION OF NORTHWEST FL LLC	8819 FIGLAND AVE	PENSACOLA	FL	32534	
068571 B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533	
025703 BAY ELECTRIC INC	4862 EAST SPENCERFIELD RD	PACE	FL	32571	
081043 BCK SPECIALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786 BEAR GENERAL CONTRACTORS LLC	1216 N PALAFOX ST STE A	PENSACOLA	FL	32501	
036997 BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
059759 BERRY LANDON VENNEY JR DBA BLV ELECTRICAL ENGINEERS	134 CEVALLOS STREET	PENSACOLA	FL	32502	Y
070400 BIG SKY UNDERGROUND LLC	2172 W NINE MILE ROAD	PENSACOLA	FL	32534	
038068 BIGGS CONSTRUCTION CO INC	2510 NORTH PACE BOULEVARD	PENSACOLA	FL	32505	Y
051492 BILL SMITH ELECTRIC INC	P O BOX 1057	GONZALEZ	FL	32560	Y
053457 BIRKSHIRE JOHNSTONE LLC	PO BOX 30580	PENSACOLA	FL	32503	
065013 BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527 BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318 BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
023742 BROOKS, SEAN RONALD DBA PRO-LI SEAL AND STRIPE	4162 MADURA RD	GULF BREEZE	FL	32561	
022856 BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503 BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
078639 C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045 CHAVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
051433 CHILDERS ELECTRONICS LLC	7396 ESTHER STREET	PENSACOLA	FL	32506	
049653 CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6810 FIELDS LANE	PENSACOLA	FL	32505	Y
079502 COLDWATER COMMERCIAL AND INDUSTRIAL LLC	5919 ALLENTOWN RD	MILTON	FL	32570	Y
070475 CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
066704 CYBER 1 SYSTEMS LLC	3245 W FAIRFIELD DRIVE	PENSACOLA	FL	32505	Y
033554 D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
027855 D&T ELECTRIC OF PENSACOLA LLC	6435 WYNDOTTE ROAD	PENSACOLA	FL	32526	

Submittal Due Date: 06/26/24

Bid No.: 24-035

FINAL VENDOR REFERENCE LIST
TAXIWAY A7 RECONSTRUCTION AND ELEVATED GUARD LIGHT INSTALLATION AT PENSACOLA INTERNATIONAL AIRPORT
AIRPORT

Vendor : Name	Address	City	St	Zip	SMWBE
070603 D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055 DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
053920 DTR ELECTRIC INC	336 FOREST HILLS DRIVE	CANTONMENT	FL	32533	
070476 DUNAWAY ELECTRICAL SERVICES INC	4411 BRIDGET LANE UNIT B	PENSACOLA	FL	32526	
065871 ECSC LLC	8400 LITTLE JOHN JUNCTION	NAVARRE	FL	32566	Y
049947 EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
048528 EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	Y
032038 EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
058666 F	1808 KINGSTREE DRIVE	CANTONMENT	FL	32533	
021026 F & M ELECTRIC INC	901 CONCORDIA BLVD	PENSACOLA	FL	32503	
046481 FIELD ELECTRIC INC	11753 GULF BEACH HWY	PENSACOLA	FL	32507	
055177 FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
087144 GANNETT MEDIA CORP DBA GANNETT FLORIDA LOCALIQ	P O BOX 631244	CINCINNATI	OH	45263	
032792 GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495 GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862 GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
049311 GOODYEAR ELECTRIC LLC	12369 COOPER RD	HOLT	FL	32564	
004285 GREENHUT CONSTRUCTION COMPANY	23 SOUTH A STREET	PENSACOLA	FL	32501	
058714 GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW	MILTON	FL	32583	Y
010453 GREG WILLIAMS ELECTRIC INC	P O BOX 3288	PENSACOLA	FL	32516	
063457 GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
000591 GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100 GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
018636 GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE STE 201	PENSACOLA	FL	32501	Y
069565 GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827 GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
017352 GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
038609 GULF ELECTRIC SERVICE CO INC	1125 HARBOR LANE	GULF BREEZE	FL	32563	
081690 GULF MARINE CONSTRUCTION, INC	1232 N PACE BLVD	PENSACOLA	FL	32505	
076265 GULF SOUTH ELECTRIC INC	504 W INTENDENCIA ST	PENSACOLA	FL	32502	
036662 H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385 HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
080650 HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
044713 HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
002923 HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
022978 INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y

Submittal Due Date: 06/26/24

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TAXIWAY A7 RECONSTRUCTION AND ELEVATED GUARD LIGHT INSTALLATION AT PENSACOLA INTERNATIONAL AIRPORT
AIRPORT

Vendor : Name	Address	City	St	Zip	SMWBE
049098 J L ELECTRIC LLC	551 DESERT OAK DR	PENSACOLA	FL	32514	
050070 JAMES A RICH JR DBA JAMES RICH BUILDERS INC	PO BOX 17173	PENSACOLA	FL	32522	
043118 JAMES E SIMMONS ELEC CO INC	2443 BROOKWOOD PLACE	CANTONMENT	FL	32533	
082548 JOHNSON ELECTRIC	5717 NORTH W STREET	PENSACOLA	FL	32505	
053161 JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
043857 KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
001033 KELSON ELECTRIC COMPANY INC	906 WEST MAIN STREET	PENSACOLA	FL	32502	Y
060294 KLOCKE & ASSOCIATES ENGINEERS	49 EAST CHASE STREET	PENSACOLA	FL	32502	
051094 KNIGHT, TERENCE I DBA KNIGHTS ELECTRICAL SERVICE	1114 E LEONARD ST	PENSACOLA	FL	32503	Y
018273 KRAFTRONICS INC	3025 WEST NINE MILE RD	PENSACOLA	FL	32534	
055564 L & L BACKFLOW INC DBA L & L UTILITIES INC	115 MCLAUGHLIN ROAD	MILTON	FL	32570	
065667 L30 CONSULTING LLC DBA L30 TRAFFIC CONTROL	3276 W SCOTT STREET	PENSACOLA	FL	32505	Y
055738 LARRY ARMSTRONG ELECTRICAL CONTRACTOR INC	2952 BLUESTAR AVENUE	PENSACOLA	FL	32514	
068161 LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
062229 LED WORLDWIDE LIGHTING INC	16410 NORTH SHORE COURT	PENSACOLA	FL	32507	
058332 LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
081795 LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
058801 M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
055498 M & M ELECTRIC OF NW FL INC	292 NORTH SPRNG STREET	CRESTVIEW	FL	32536	
021606 MANGUM, RON DBA RESIDENTIAL RENOVATION COMPANY INC	6299 WINDWOOD DRIVE	PENSACOLA	FL	32504	
049263 MCGUIRE ELECTRICAL LLC	1812 EAST MALLORY ST	PENSACOLA	FL	32503	
030768 MCLEMORE ELECTRIC INC	PO BOX 9625	PENSACOLA	FL	32513	Y
085695 MILLER, MATTHEW A DBA M & J ELECTRICAL SERVICES LLC	1404 GREENVISTA LANE	GULF BREEZE	FL	32563	
073522 MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y
049667 MOTES ELECTRIC INC	5250 OLD BERRY HILL ROAD	MILTON	FL	32570	
022368 MOTES, MIKE DBA MIKE MOTES CONSTRUCTION INC	4164 HUCKLEBERRY FINN ROAD	MILTON	FL	32583	
016210 NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
087066 OCD TRAFFIC LLC	25 GILMORE DRIVE	GULF BREEZE	FL	32561	
002720 PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
058953 PARSCO LLC	700 N DEVILLIERS STREET	PENSACOLA	FL	32501	
042853 PAUL PATRICK ELECTRIC INC	5924 GRAHAM LANE	MILTON	FL	32583	Y
060344 PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
055028 PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174 PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
049446 Q A ELECTRIC INC	4051-G BARRANCAS AVE STE	PENSACOLA	FL	32507	
048368 QUALITY ELECTRIC OF FL LLC	8220 LILLIAN HWY	PENSACOLA	FL	32506	

Submittal Due Date: 06/26/24

Bid No.: 24-035

FINAL VENDOR REFERENCE LIST
TAXIWAY A7 RECONSTRUCTION AND ELEVATED GUARD LIGHT INSTALLATION AT PENSACOLA INTERNATIONAL AIRPORT
AIRPORT

Vendor : Name	Address	City	St	Zip	SMWBE
086935 QUEENBEE ELECTRIC LLC	403 BEVERLY PARKWAY	PENSACOLA	FL	32505	Y
018305 R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671 RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681 RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881 ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634 ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
067564 ROBERSON UNDERGROUND UTILITY LLC	9790 ROBERSON WAY	MILTON	FL	32570	Y
058753 SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
042044 SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	
025349 SANDERS BROTHERS ELECTRIC INC	8195 KIPLING STREET	PENSACOLA	FL	32514	
002653 SCAPIN ELECTRIC COMPANY	PO BOX 6597	PENSACOLA	FL	32503	Y
049242 SELECTRICITY	PO BOX 4736	PENSACOLA	FL	32507	
032132 SEMINOLE ELECTRIC CONST INC	5412 SUN VALLEY DRIVE	PENSACOLA	FL	32505	Y
086686 SHAFFER CONSTRUCTION	4661 E SPENCER FIELD RD	PACE	FL	32571	
043119 SHIELDS ELECTRIC LLC	2803 W LAKEVIEW AVE	PENSACOLA	FL	32505	
065450 SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	
035108 SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	Y
011457 SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
084364 ST CONTROLS LLC	1638 KAUAI COURT	GULF BREEZE	FL	32563	
086821 SUPERIOR ROW SERVICES LLC	15000 CITRUS COUNTY DR STE	PENSACOLA	FL	32523	
045247 TEAM POWER SOLUTIONS	4033 WILLIS WAY	MILTON	FL	32583	
028060 THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	
062939 THREE TRADE CONSULTANTS	5690 JEFF ATES RD	MILTON	FL	32583	Y
086065 TRENT M PATTERSON DBA PATTERSON CSP LLC	6530 N PALAFOX ST #8	PENSACOLA	FL	32503	Y
069066 UNDERGROUND SOLUTIONS LLC	3070 GODWIN LN	PENSACOLA	FL	32526	Y
033913 UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	
002482 UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
086663 VALCOURT BUILDING SERVICES	195 LURTON STREET	PENSACOLA	FL	32505	
030317 W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448 WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
036451 WEBB ELECTRIC CO OF FL INC	1620 SUCCESS DRIVE	CANTONMENT	FL	32533	
021725 WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
021814 WILLIAMSON ELECTRICAL CO INC	P O BOX 728	MILTON	FL	32572	Y
069212 YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 142



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-860

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR
REHABILITATION OF TAXIWAY "A" SOUTH AT PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council award a contract to AtkinsRéalis USA, Inc. for professional engineering and architectural services related to the rehabilitation of Taxiway "A" South at the Pensacola International Airport as published in RFQ No. 24-026. Further, that Council authorizes the Mayor to take the actions necessary to negotiate, execute, and administer the contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola International Airport requires professional engineering and architectural services for the rehabilitation of Taxiway "A" South. The scale and complexity of the proposed project requires the Airport to seek the services of professional architectural and engineering firms to provide general design, bid phase, construction administration, and inspection services.

The rehabilitation of Taxiway "A" stems from the deterioration of the asphalt pavement over the last 20 years. The pavement exhibits longitudinal cracking along its paving lanes. It is anticipated that the bulk of the rehabilitation will be a restoration project consisting of a mill and overlay of the existing asphalt. The project will include evaluation of the existing conditions, recommendation of pavement rehabilitation methods, and design of airfield pavement improvements. Airport Staff proposes employing airfield engineering services for the development of construction plans and specifications, construction contract documents, cost estimates, resident project representative services, and construction administration. The final contract will come to the Mayor for approval after being negotiated by Airport Staff.

On April 24, 2024, City Purchasing Department published Request for Qualifications No. 24-026 for these services. Six (6) responses were received and opened on May 23, 2024. A review panel consisting of Mr. Ken Ibold, Airport Deputy Director; Mr. Roy Remington,

Assistant Airport Director of Planning & Engineering; and Mrs. Laura Amentler, Assistant Airport Director of Finance reviewed the qualification packages submitted and requested that the top five (3) ranked firms and their respective teams make oral presentations. After hearing oral presentations on July 22, 2024 and evaluating the firms, the panel ranked the firms in the following order:

1. AtkinsRéalis USA, Inc.
2. RS&H, Inc.
3. Garver, LLC

AtkinsRéalis is a full-service engineering and planning firm that specializes in aviation-specific projects. The committee recommends entering a contract with the top-ranked firm AtkinsRéalis, Inc. for the design and construction administrative services for the Taxiway "A" South Rehabilitation project at the Pensacola International Airport.

PRIOR ACTION:

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

FUNDING:

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

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 budget. Funding in the amount of \$1,170,000 has been appropriated in the Airport's grant account and funding in the amount of \$130,000 has been appropriated in the Airport's capital improvement account.

Funds will be provided from FAA on a reimbursable basis.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. RFQ 24-026 Tabulation of Bids
2. RFQ 24-026 Vendor Reference List
3. RFQ 24-026 Selection Committee Scoring Matrix

PRESENTATION: No

TABULATION OF QUALIFICATIONS

RFQ NO: 24-026**TITLE: ENGINEERING DESIGN SERVICES FOR REHABILITATION OF TAXIWAY A SOUTH
AT PENSACOLA INTERNATIONAL AIRPORT**

Submittals Due:**05/23/24, 2:30 P.M.****Department:****Airport**

AtkinsRéalis USA, Inc.
Thomas Roda, PE, Senior Division Manager
2065 Airport Boulevard, Suite 400
Pensacola, FL 32504
813-281-7672
Fax: 813-281-7689
thomas.roda@atkinsrealis.com

Garver, LLC
Ryan Sisemore, PE, ENV SP, Vice President
4211 West Boy Scout Boulevard, Suite 290
Tampa, FL 33607
615-627-4692
prsisemore@garverusa.com

HDR Engineering, Inc.
Katie E. Duty, Vice President
25 West Cedar Street, Suite 200
Pensacola, FL 32502
850-432-6800
katie.duty@hdrinc.com

McFarland-Johnson, Inc.
John Mafera, V.P. / Principal-In-Charge
1522 Penman Road, Suite 14
Jacksonville, FL 32250
904-945-2233
Fax: 607-723-7421
jmafera@mjincc.com

RS&H, Inc.
Craig Sucich, PE, Vice President, Aviation
10748 Deerwood Park Boulevard South
Jacksonville, FL 32256
407-893-5853
Fax: 800-464-4358
craig.sucich@rsandh.com

Volkert, Inc.
Mike Warnke, PE, ENV SP, VP SE RCE
215 Fairpoint Drive, Suite B
Gulf Breeze, FL 32561
850-512-8935
mike.warnke@volkert.com

Submittal Due Date: 05/23/24

Bid No.: 24-026

FINAL VENDOR REFERENCE LIST
Engineering Design Services For Rehabilitation Of Taxiway A South At Pensacola International Airport
AIRPORT

Vendor #	Name	Address	City	St	Zip	SMWBE
051996	AECOM USA	2202 N WEST SHORE BLVD STE 455	TAMPA	FL	33607	
072126	APTIM CORP DBA APTIM PORT SERVICES LLC	3600 SPRINGHILL BUSINESS PK STE 200	MOBILE	AL	36608	
042087	ARCHER WESTERN CONTRACTORS	4343 ANCHOR PLAZA PKWY. 155	TAMPA	FL	33634	
049093	ARCHITECTURAL AFFAIRS INC	105 EAST DESOTO STREET	PENSACOLA	FL	32501	
082532	ARORA ENGINEERS	400 CARILLON PKWY SUITE 100	ST PETERSBURG	FL	33716	
070194	ASSOCIATED SPACE DESIGN DBA ASD/SKY	4810 WEST NINE MILE ROAD	PENSACOLA	FL	32526	
047874	ATC GROUP SERVICES INC DBA ATC ASSOCIATES INC	130 S GERONIMO ST STE 6	MIRAMAR BEACH	FL	32550	
026973	ATKINSREALIS	2065 AIRPORT BLVD STE 400	PENSACOLA	FL	32504	
022428	AVCON INC	3298 SUMMIT BLVD	PENSACOLA	FL	32503	
079924	B & A ARCHITECTURAL GROUP, INC	4030 ARBUTUS DRIVE	PENSACOLA	FL	32504	Y
045448	B L HARBERT INTERNATIONAL	820 SHADES CREEK PKWY	BIRMINGHAM	AL	35209	
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	
085496	BOWMAN	119 GREGORY SQUARE	PENSACOLA	FL	32502	
055510	BRASFIELD & GORRIE	P O BOX 11407	BIRMINGHAM	AL	35246	
065821	BRPH ARCHITECTS-ENGINEERS INC	5700 N HARBOR CITY BLVD STE 400	MELBOURNE	FL	32940	
000058	BULLOCK-TICE ASSOCIATES	909 EAST CERVANTES ST STE B	PENSACOLA	FL	32501	
034635	BURNS & MCDONNELL ENGINEERING COMPANY INC	9400 WARD PARKWAY	KANSAS CITY	MO	64114	
084558	C&S ENGINEERS	605 E ROBINSON ST SUITE 210	ORLANDO	FL	32801	
003039	CALDWELL ASSOCTES ARCHTCTS INC	116 NORTH TARRAGONA STREET	PENSACOLA	FL	32502	Y
084559	CLAY CORP	2675 PACES FERRY ROAD STE 450	ATLANTA	GA	30339	
082533	CMTS CONSTRUCTION MGMT SVCS DBA CMTS LLC	8837 GOODBY'S EXECUTV DR STE 2	JACKSONVILLE	FL	32217	
084574	CREATIVE CONCEPTS CONST CO DBA C4 HANGARS & INDUSTRIAL DOORS	22833 BOTHELL EVERETT HWY	BOTHELL	WA	98021	
026000	DAG ARCHITECTS INC	40 S PALAFOX PLACE STE 201	PENSACOLA	FL	32502	
057131	DALRYMPLE SALLIS ARCHITECTURE LLC	213 S BAYLEN STREET	PENSACOLA	FL	32502	
084561	EXP US SERVICES INC	2510 MICCOSUKEE ROAD STE 200	TALLAHASSEE	FL	32308	
040956	FITZPATRICK, DAVID W PE, PA	10250 N PALAFOX STREET	PENSACOLA	FL	32534	
087144	GANNETT MEDIA CORP DBA GANNETT FLORIDA LOCALIQ	P O BOX 631244	CINCINNATI	OH	45277	
057238	GARVER	4701 NORTHSORE DRIVE	NORTH LITTLE ROCK	AR	72118	
063463	GEOSYNTEC	1120 NORTH 12TH AVENUE	PENSACOLA	FL	32501	
065822	GHAFARI ASSOCIATES LLC	122 S MICHIGAN AVE STE 1500	CHICAGO	IL	60603	
083818	GOODWYN MILLS CAWOOD LLC	720 BAYFRONT PARKWAY STE 200	PENSACOLA	FL	32502	
004285	GREENHUT CONSTRUCTION COMPANY	23 SOUTH A STREET	PENSACOLA	FL	32501	
046524	GREENMAN-PEDERSEN INC	2929 LANGLEY AVENUE SUITE 203	PENSACOLA	FL	32504	
024318	GRESHAM SMITH	3615 BROMLEY GRANDE AVE STE 220	TAMPA	FL	33607	
060768	GULF CIVIL ENGINEERING LLC	3298 SUMMIT BLVD STE 44	PENSACOLA	FL	32503	Y
028628	GULF COAST ENVIRONMENTAL & ENGINEERING INC	P O BOX 12623	PENSACOLA	FL	32574	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
085388	HALFF ASSOCIATES INC	130 N RICHARD JACKSON BLVD STE 1033	PANAMA CITY BEACH	FL	32407	
049076	HAMMOND ENGINEERING, INC	3802 NORTH "S" ST.	PENSACOLA	FL	32505	
026222	HDR	25 WEST CEDAR STREET, SUITE 200	PENSACOLA	FL	32502	
019764	HEFFERNAN HOLLAND MORGAN ARCHITECT PA	312 S ALCANIZ ST	PENSACOLA	FL	32501	

Submittal Due Date: 05/23/24

Bid No.: 24-026

FINAL VENDOR REFERENCE LIST
Engineering Design Services For Rehabilitation Of Taxiway A South At Pensacola International Airport
AIRPORT

Vendor #	Name	Address	City	St	Zip	SMWBE
084562	HENSEL PHELPS	420 SIXTH AVENUE80631	GREELEY	CO	80631	
027373	HERNANDEZ & SWIFT ASSOCIATES INC	1630 BALIHAI COURT	GULF BREEZE	FL	32563	
045631	HERNANDEZ CALHOUN DESIGN INTL	420 NORTH PALAFOX STREET	PENSACOLA	FL	32501	Y
082535	HPM LEADERSHIP	2203 PERIMETER ROAD SUITE 200	MOBILE	AL	36602	
074292	INFRASTRUCTURE SPECIALTY BULDING C SUITE D	2251 NORTH E STREET	PENSACOLA	FL	32501	
084618	ISS AMERICA SOUTH INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
084563	J A WATTS INC	940 W ADAMS SUITE 400	CHICAGO	IL	60607	
054641	JERRY PATE DESIGN INC	301 SCHUBERT DRIVE	PENSACOLA	FL	32504	Y
067283	JOE DEREUIL ASSOCIATES LLC	301 WEST CERVANTES STREET	PENSACOLA	FL	32501	Y
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVENUE SUITE 6	PENSACOLA	FL	32504	Y
043865	KUNZE JR, CHARLES EDWARD	25 W CEDAR STE 214	PENSACOLA	FL	32502	
084564	LUIS VIDAL + ARCHITECTS	1200 BRICKELL AVE SUITE 210	MIAMI	FL	33131	
084565	MANHATTAN CONSTRUCTION COMPANY	3705-1 WESTVIEW DRIVE	NAPLES	FL	34104	
084566	MCFARLAND JOHNSON	1900 S HARBOR CITY BLVD SUITE 304	MELBOURNE	FL	32901	
084567	MEAD & HUNT INC	2440 DEMMING WAY	MIDDLETON	WI	53562	
001371	MOFFATT & NICHOL	100 NORTH SPRING STREET STE 2	PENSACOLA	FL	32502	
036709	MOTT MACDONALD FLORIDA LLC	220 W GARDEN ST STE 700	PENSACOLA	FL	32502	
086583	MULLER & MULLER INC	700 N SANGAMON	CHICAGO	IL	60642	
081060	MULLINS LLC	41 N JEFFERSON ST	PENSACOLA	FL	32502	
059552	NOVA ENGINEERING AND ENVIRONMENTAL LLC	P O BOX 745663	ATLANTA	GA	30374	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
084568	PERSONS SERVICES CORP	4474 HALLS MILL RD	MOBILE	AL	36693	
023075	PETERSON ENGINEERING INC	75 SOUTH 'F' STREET	PENSACOLA	FL	32501	Y
055283	PLANENG INC	501 FITZGERALD ST	PENSACOLA	FL	32505	
082538	POND CO	9 DAUPHIN STREET SUITE 200	MOBILE	AL	36602	
065824	PRIME AE GROUP	1700 W MAIN ST STE 200	PENSACOLA	FL	32502	
017263	QUINA GRUNDHOEFER ARCHITECTS	400 WEST ROMANA STREET	PENSACOLA	FL	32502	Y
051061	REBOL-BATTLE & ASSOCIATES LLC	2301 NORTH 9TH AVENUE SUITE 3	PENSACOLA	FL	32503	Y
069116	RJH & ASSOCIATES INC	215 GRAND BLVD STE 102	MIRAMAR BCH	FL	32550	Y
033161	ROY ANDERSON CORP	PO BOX 2	GULFPORT	MS	39502	
018207	RS&H INC	10748 DEERWOOD PK BLVD S	JACKSONVILLE	FL	32256	
084569	RUDOLPH & SLETTEN	2 CIRCLE STAR WAY 4TH FLOOR	SAN CARLOS	CA	94070	
024578	SAM MARSHALL ARCHITECTS	325 SOUTH PALAFOX ST	PENSACOLA	FL	32502	Y
042209	SCHMIDT DELL ASSOCIATES INC	40 S PALAFOX PLACE STE 300	PENSACOLA	FL	32502	Y
059180	SIGMA CONSULTING GROUP INC	3298 SUMMIT BOULEVARD SUITE 32	PENSACOLA	FL	32503	
037798	STOA INT'L/FLORIDA INC DBA STOA ARCHITECTS	121 EAST GOVERNMENT ST	PENSACOLA	FL	32502	
020070	STROBEL & HUNTER INC	715 EAST GADSDEN ST	PENSACOLA	FL	32501	Y
076135	THE HASKELL COMPANY	111 RIVERSIDE AVENUE	JACKSONVILLE	FL	32202	
045430	THE WALSH GROUP	929 W ADAMS	CHICAGO	IL	60607	
042009	THOMPSON ENGINEERING	6706-C PLANTATION BLVD	PENSACOLA	FL	32504	
067875	TIERRA	1300 WEST MAIN STREET	PENSACOLA	FL	32501	

Submittal Due Date: 05/23/24

Bid No.: 24-026

FINAL VENDOR REFERENCE LIST
Engineering Design Services For Rehabilitation Of Taxiway A South At Pensacola International Airport
AIRPORT

Vendor #	Name	Address	City	St	Zip	SMWBE
027442	TODD, EDDIE S JR ARCHITECT	P O BOX 17623	PENSACOLA	FL	32522	
046225	TOWNES + ARCHITECT PA	2421 NORTH 12TH AVENUE	PENSACOLA	FL	32503	Y
082540	TUTOR PERINI	15901 OLDEN STREET	SYLMAR	CA	91342	
038546	VOLKERT INC	P O BOX 11407	BIRMINGHAM,	AL	35246	
066549	WELLS, JAMES E III &SAMANTHA M DBA W3 ENGINEERING INC	557 NORTHCREEK CIRCLE	PENSACOLA	FL	32514	
026280	WETLAND SCIENCES INC	3308 GULF BEACH HWY	PENSACOLA	FL	32507	Y
074824	WHARTON-SMITH INC	1087 EAST PASS ROAD	GULFPORT	MS	39507	
085497	WISS JANNEY ELSTNER ASSOCIATES INC	9511 N LAKE CREEK PKWY	AUSTIN	TX	78717	
079903	WSP USA INC	ONE PENN PLAZA	NEW YORK	NY	10119	

Vendors: 91

Engineering Design Services for Rehabilitation of Taxiway A South

RFQ 24-026

July 22, 2024

Interview Scores

FIRMS	Laura Amentler	Ken Ibold	Roy Remington	TOTAL SCORE	RANKING ORDER
AtkinsRealis	1	3	1	5	1
RS&H	2	2	2	6	2
Garver	3	1	3	7	3

Motion made by Laura A. to select AtkinsRealis.

Seconded by Roy R.

Voting was unanimous in favor.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-801

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

FBI LICENSE RENEWAL FOR USE OF THE ENGLEWOOD COMMUNICATION TOWER
AND CITY ANTENNA

RECOMMENDATION:

That City Council approve renewal of the license agreement with the Federal Bureau of Investigation (FBI) for the use of the communication tower, commonly known as the "Englewood Tower," and a city antenna for a period of ten years beginning 10/1/2024. 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 FBI has requested a renewal of a license agreement that allows for the use of the Englewood communication tower and a city antenna.

PRIOR ACTION:

This is the third 10-year renewal of the use of the Englewood communication tower and a city antenna at Englewood Tower by the FBI. Renewal dates to Oct 2004, Oct 2014 and Oct 2024.

FUNDING:

NA

FINANCIAL IMPACT:

Annual revenue of \$36,000 will be accounted for in the General Fund and be subject to a 3.5% annual increase.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller - Interim City Administrator

Stephen Ringl - Director of Innovation and Technology

Brenda Kahalley - Assistant Director of Innovation and Technology

ATTACHMENTS:

1. Antenna Site Equipment Itemization
2. Basic Ordering Agreement for Pensacola

PRESENTATION: No

Antenna Site Equipment Itemization (ASEI)

Site Details				
FBI Site Number	FBI Site Name	Licensor Site Name/Number	Latitude	Longitude
JK-036	PENSACOLA		30:26:24.00N	87:14:02.00W
Address		Tower Details		
1218 WEST CROSS STREET		Type: Tower (guyed)		
PENSACOLA FL 32505		Height: 440.0		
ESCAMBIA		AMSL: 82.0		
Last Updated: 2021-11-16 13:37:06				

Licensor			
Organization	POC Name	Email	Phone
CITY OF PENSACOLA	Steve Smith		850-436-5625

Provide description of all startup fees:

Licensor: Provide Monthly Recurring Cost (MRC) itemized for each equipment group listed below.

Equipment Details				
*	Type	Make/Model Number	Equipment Specifics	
Group 1			**MRC:	
LE	Radio	REPEATER / MOTOROLA / QUANTAR	Type: REPEATER TX Pwr: 125.0000 BW: N FW Rev:	TX: 167.23750 RX: 163.91250 Chan: C6
LE	Antenna	ANTENNA / TELEWAVE / ANT150F6-7 / 9934	Type: OMNI: Size: 20.0 Mount: SIDE AGL: 380	AZI: 360 FL Size: 0.875 FL Len: 430 Gain: 6.00
Group 2			**MRC:	
LE	Antenna	ANTENNA / TELEWAVE / ANT150F6-7 / 27180	Type: OMNI Size: 20.0 Mount: SIDE AGL: 340	AZI: 360 FL Size: 0.875 FL Len: 390 Gain: 6.00
LE	Radio	REPEATER / MOTOROLA / GTR 8000	Type: REPEATER TX Pwr: 125.0000 BW: N FW Rev:	TX: 170.66250 RX: 163.95000 Chan: DEA
Group 3			**MRC:	
LE	Antenna	ANTENNA / TELEWAVE / ANT150F6-7 / 27184	Type: OMNI Size: 20.0 Mount: SIDE AGL: 320	AZI: 360 FL Size: 0.875 FL Len: 370 Gain: 6.00

LE	Radio	REPEATER / MOTOROLA / GTR 8000	Type: REPEATER TX Pwr: 125.0000 BW: N FW Rev:	TX: 172.28750 RX: 163.83750 Chan: ATF
Note: Total Monthly Recurring Cost (unless otherwise stated) is inclusive of electric/shelter charges:				

* LE - Licensed Equipment TBR - To Be Removed PNE - Proposed New Equipment ** MRC - Monthly Recurring Cost	Quote is good for 365 days from date of signature _____ Licensor Signature Date
--	--

BASIC ORDERING AGREEMENT BETWEEN

City of Pensacola

AND THE

FEDERAL BUREAU OF INVESTIGATION

This Basic Ordering Agreement (BOA) effective 10/1/2024, is between City of Pensacola, hereinafter referred to as "Licensor" and the Federal Bureau of Investigation (FBI), hereinafter referred to as "Licensee."

This BOA is entered into to provide services in accordance with the following:

Terms and Conditions described in Attachment 1;
The fees as described in Attachment 2;
The itemized pricing as described in the Antenna Site Equipment Itemization (ASEI).

All attachments are made a part herein.

Article I – Scope of Work

The maximum term of this BOA is ten years from effective date 10/1/2024 through September 30, 2034.

The Licensor agrees to furnish services described herein as Licensee may order during the effective dates of the Agreement. The Licensor's obligation to the Licensee shall become effective upon the issuance date of the order.

Article II – Delivery of Services

The services specified in Attachment 1 shall be completed at Pensacola (site name), on telecommunications tower and related adjacent building located at or about: 1218 West Cross Street, Pensacola, FL 32505 (Premises).

Article III – Payment/Fixed Prices

The Licensee shall be entitled to purchase services listed in Attachment 1, at the fees described in Attachment 2.

Article IV – Administrative Matters

Licensor POC

Name: Brenda Kahalley
Address: City of Pensacola

Phone: 850-436-5639
Fax: _____
Email: bkahalley@cityofpensacola.com

Licensee Contract Administration POC

Name: Angenette L. Daniels
Address: ERF, REU, Building 27958
Quantico, VA 22135
Phone: 703-985-2698
Fax: _____
Email: aldaniels@fbi.gov

Licensee Local Point of Contact

Telecommunications Manager: Robert (Patrick) Thomas
Address: 6061 Gate PKWY
Jax, FL 32256
Phone: 904-349-9166
Fax: _____
Email: rpthomas@fbi.gov

Each of the parties executing this Agreement on behalf of the Licensor and Licensee represents and warrants that such party (i) is a duly authorized representative, (ii) has full right and authority to enter into this Agreement, and (iii) that any person signing on behalf of such party is authorized to do so. Upon either party's request, the other party shall provide evidence reasonably satisfactory to the requesting party confirming the foregoing warranties. This BOA and attachments contain the entire agreement between the parties regarding the tower and the property for the Licensee's operations. This Agreement shall extend to and bind the heirs, executors, administrators, successors, and assignees of the parties hereto.

LICENSOR:

BY: _____

DATE: _____

LICENSEE:

U.S.DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

BY: _____

DATE: _____

ATTACHMENT 1 TERMS AND CONDITIONS

1. AGREEMENT

Licensor hereby gives permission, revocable and terminable as hereinafter provided, to Licensee to enter the Premises for the purpose of using it for the improvements to its communications system equipment and operations (hereinafter referred to as the "Improvements"). Said Improvements shall be located so as to not interfere with any of the Licensor's operations.

2. USE OF PREMISES

Licensee shall be permitted to use the Premises for the operation of communications equipment and related purposes. Licensee shall not be permitted to use the Premises for any other purpose except by prior written permission of Licensor.

For rooftop installations, Licensee acknowledges that Licensor may decide, in its sole discretion, from time to time, to make repairs to the roof of the building on the Property or to replace all or part of the roof of the building on the Property. If Licensor elects to make roof repairs, Licensee will, upon Licensor's request, and at Licensor's cost, temporarily remove or relocate Licensee's rooftop Improvements so that the roof repairs may be completed.

Licensor shall have the right to change the location of the Improvements (including relocation of Improvements on the tower to an elevation used by other site users) upon sixty (60) days written notice to Licensee, provided that said change does not, when complete, materially alter the signal pattern of the Improvements existing prior to the change. Any such relocation shall be performed in a manner approved by Licensee at Licensor's expense and with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to this agreement.

3. TERM

The initial term of this Agreement shall run from 10/01/2024 to 9/30/2025 (base year). Licensee may extend the term of this Agreement for up to nine (9) additional one-year option periods. Each option period shall run from October 1 until September 30 so as to conform to the Government's fiscal year. Extension of this agreement beyond September 30 is contingent upon Congressional approval of the funding needed to cover this agreement.

Licensor or Licensee may terminate this Agreement, without cause or penalty, at any time by providing three (3) months' written notice to the other party of its termination.

- ☐ Licensee **is** required to remove all antennas and feed line upon termination of this agreement.
- ☐ Licensee **is not** required to remove all antennas and feed line upon termination of this agreement.

4. ACCESS

Licensor shall provide Licensee access to the Premises at all times for the uses authorized herein.

5. MAINTENANCE

Licensor, at Licensor's sole cost and expense, shall maintain the Premises (excluding Licensee's Improvements) and the access to the Premises in good order and repair. Licensor, will, at Licensor's sole expense, provide for interior maintenance and repairs, as applicable, of the Property in accordance with generally accepted good practices. Damage resulting from the acts or omissions of Licensee shall be repaired by Licensee at the Licensee's sole cost and expense. The costs of any maintenance and operations of the Licensee's Improvements, unless otherwise provided herein, shall be at the sole expense of Licensee.

6. LIABILITY FOR INJURIES

Pursuant to the terms and conditions of the Federal Tort Claims Act (Title 28 U.S.C., Sections 1346(b), 2671-2680), Licensee has financial responsibility for claims for personal or property damage, including death, arising out of the acts, omissions, or negligence of the Licensee, or its employees acting within the scope of their employment in relation to this Agreement. Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the Federal Tort Claims Act and applicable law. Additionally, in the event an FBI employee conducting official business related to its activities under this Agreement is injured, the FBI agrees to process and forward claims for employee workers compensation to the United States Department of Labor (USDOL) pursuant to the Federal Employees Compensation Act (Title 5, U.S.C., Section 8108, et. Seq.) and pertinent regulations promulgated

by the USDOL. The parties will cooperate to ensure that all claims subject to these authorities are promptly addressed and resolved. Except as otherwise provided in this BOA, neither party shall be liable to the other for any claim that either may have against the other with respect to the recovery of any incidental, consequential, indirect, special, punitive or exemplary damages.

7.INSURANCE

Licensee, as an agency of the United States Government, is self-insured and shall not be required to obtain insurance under this agreement

8.INTERFERENCE

In the event the Licensor determines that the operation of the Improvements by Licensee is the cause of interference to transmission and/or reception of any other communications systems in use in the vicinity of the Premises, Licensee shall take all appropriate steps necessary to mitigate said interference within forty-eight (48) hours of receiving written notice.

9.PERMIT

Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein.

10.COMPLIANCE

Should Licensee fail or neglect to comply with any terms or conditions of this BOA or to comply with any reasonable requirement of Licensor after thirty (30) days' written notice and demand from Licensor, this BOA shall be subject to termination by Licensor. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Premises and surrender all rights and privileges under this Agreement.

11.POSTING OF FREQUENCIES

All Federal Government frequencies are authorized by the Department of Commerce (DOC) and are exempt from disclosure under the Freedom of Information Act, Title 5, USC, Section 552 (b) (2), (b) (4), and (b) (7). Frequencies cannot be posted at communications sites. Copies of DOC frequency authorizations can be provided to communications Licensor upon request.

12.ASSIGNMENT

Licensor shall not assign this Agreement, or sublease all or any part of its rights and obligations hereunder, without the prior written notice to Licensee. The written notice shall include documents describing the proposed transaction, e.g. purchase/sale agreement or memorandum of understanding. The new Licensor shall assume all of Licensor's obligations under this Agreement and must fully perform all obligations that may exist under this Agreement following the date of such assignment and assumption. The transferring Licensor shall waive all rights under this BOA arising against the Licensee subsequent to the date of such assignment. Nothing in this Agreement shall relieve the parties from compliance with any federal law.

13 DISPUTES

Disputes under this BOA shall be resolved in accordance with the FAR 52.233-1, 41 USC 601-613 Disputes and Appeals.

14.PAYMENTS

In compliance with the Debt Collection Improvement Act of 1996, all federal payments will be made by electronic funds transfer (EFT).

ATTACHMENT 2

Licensee shall pay rental fees as defined in the itemization schedule included in this agreement. Rent shall be owed per antenna and per floor space as specified therein. Each antenna and floor space will escalate annually by the escalation factor indicated below. Requests for additional floor spaces, if accommodated, will increase the total floor space monthly recurring rent based on the initial and escalated floor space itemization.

The rental fees shall include the cost of electricity for the Licensee's Improvements. Payments shall be made payable monthly in arrears. Licensee shall be liable for late payments in accordance with the terms and provisions of the FAR 52.232-25 Prompt Payment, (late payment interest penalties are computed in accordance with the Office of Management and Budget prompt payment regulations at Title 5 CFR 1315). Payment will be made by Electronic Funds Transfer Other Than Central Contractor Registration in accordance with FAR Clause 52.232-34.

Renewal of this Agreement for each successive year shall be on the same terms and conditions as set forth herein except that fee shall be increased by 3.5% over the rent paid during the preceding term for each renewal period. For convenience, the total of all itemized antennas and floor spaces on the Antenna Site Equipment Itemization (ASEI) are identified cumulatively below. This monthly recurring cost is contingent upon the number of antennas and floor spaces remaining in use during any option period.

Rental begins on October 2024 (month/year).

<u>FY25</u>	Base Year	<u>\$3,000.00</u>	/month
<u>FY26</u>	Option Year 1	<u>\$3,105.00</u>	/month
<u>FY27</u>	Option Year 2	<u>\$3,213.68</u>	/month
<u>FY28</u>	Option Year 3	<u>\$3,326.15</u>	/month
<u>FY29</u>	Option Year 4	<u>\$3,442.57</u>	/month
<u>FY30</u>	Option Year 5	<u>\$3,563.06</u>	/month
<u>FY31</u>	Option Year 6	<u>\$3,687.77</u>	/month
<u>FY32</u>	Option Year 7	<u>\$3,816.84</u>	/month
<u>FY33</u>	Option Year 8	<u>\$3,950.43</u>	/month
<u>FY34</u>	Option Year 9	<u>\$4,088.69</u>	/month

The Federal Government has created the System for Award Management (SAM.gov) <https://www.sam.gov/portal/public/SAM/>. This system increases visibility of vendor sources for specific supplies and services as well as establishes a common source of vendor data for the Federal Government. Every vendor registered in SAM.gov has a Unique Entity ID (UEI) number. Payments to vendors are sent to the banking information that is tied to the UEI number in SAM.gov. The banking information that the vendor enters into SAM.gov is not accessible to anyone other than the vendor. It is necessary for the Site Owner/Manager to ensure that the FBI has the UEI number which has the current banking account information which the Site Owner/Manager desires the FBI to direct payments to. The Site Owner/Manager is required to keep the SAM.gov registration up-to-date and to ensure the banking information is accurate.

Tax Identification Number: 596000406

Unique Entity ID Number (mandatory): _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-866

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED REVISIONS - PORT TARIFF NO. 5A

RECOMMENDATION:

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

As a public seaport, the Port of Pensacola is required under Federal Maritime Commission rules and regulations to maintain a publicly available tariff that sets forth the rules, regulations, policies, procedures, rates, charges, and fees applicable to conduct business at the Port. Additionally, the Port of Pensacola is a member of the Gulf Seaport Marine Terminals Conference (GSMTC). This rate-setting conference is registered with the Federal Maritime Commission and enjoys anti-trust immunity under the laws of the United States.

Per section 10-3-17 (b) of the City of Pensacola Code of Ordinances, changes to the tariff may be made by the Mayor with City Council approval.

The following specific tariff revisions are being proposed:

- Update information for GSMTC Ports
- Increase space assignment rates to market rates based on industry comps
- Update minimum billing charges
- Update radio channel information
- Increase terminal light rates to market rates based on industry comps
- Increase wharfage rates to market rates based on industry comps
- Increase general charges to market rates based on industry comps
- Increase vessel dockage fee rates to current GSMTC rates
- Increase security fee rates to current GSMTC rates

- Increase potable water rates to market rates based on industry comps
- Update contact information for US Customs

PRIOR ACTION:

October 26, 2023 - City Council approved an administrative revision regarding the Gulf Seaports Marine Terminal Conference as well as increases in rates for the following: vessel dockage fee rates. Further, City Council authorized the Mayor to amend Port of Pensacola Terminal Tariff No. 5A to reflect the changes.

FUNDING:

N/A

FINANCIAL IMPACT:

The proposed tariff revisions and rate increases will lead to higher revenue for the Port.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

9/9/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Clark Merritt, Port Director
Thomas Coggin, Port Commercial and Security Officer

ATTACHMENTS:

1. Port Tariff No. 5A - 10-1-2024

PRESENTATION: No



Terminal Tariff 5-A

Containing Rates, Charges, Rules and Regulations Applicable to Facilities at the

PORT OF PENSACOLA

(An Enterprise Department of the City of Pensacola)

Originally Issued: September 15, 2005,

Revisions Effective: ~~April 19, 2024~~, October 1, 2024

PORTOF PENSACOLA
TARIFF NO. 5-A
P.O. Box 889
Pensacola, FL 32594-0889

Issued by:

Clark Merritt
Port Director
Telephone: 850-436-5070
Fax: 850-436-5076
Email: cmerritt@portofpensacola.com

Reference Federal Maritime Commission Carrier List FMC1
Marine Terminal Operator Organization #002049

PORT TERMINAL TARIFF 5-A

Table of Contents, Changes, Revisions & Re-Issues

ITEM	TITLE	PAGE	EFFECTIVE DATE
	SECTION ONE: DEFINITIONS		
100	Gulf Seaports Marine Terminal Conference	9	April 25, 2016, October 1, 2024
102	Agent or Vessel Agent	10	September 15, 2005
104	Apron, Apron Wharf, Wharf Apron	10	September 15, 2005
106	Arrival Date; Date of Arrival; Arrival	10	September 15, 2005
108	Berth	10	September 15, 2005
110	Bonded Storage	10	September 15, 2005
112	Checking	10	September 15, 2005
114	Container	10	September 15, 2005
116	Day	10	September 15, 2005
118	Dockage	10	September 15, 2005
120	End of Ship's Tackle	10	September 15, 2005
121	Escort	11	May 1, 2014
122	Escorting	11	May 1, 2014
123	Free Time	11	September 15, 2005
124	Freight Handler	11	September 15, 2005
126	GRT/LOA	11	September 15, 2005
128	Handling	11	September 15, 2005
130	Harbor Fee	11	September 15, 2005
132	Heavy Lift	11	September 15, 2005
134	Heavy Lift Cargo	11	September 15, 2005
136	Liner Service	11	September 15, 2005
138	Loading or Unloading	12	September 15, 2005
140	Marginal Tracks	12	September 15, 2005
142	Point of Rest	12	September 15, 2005
144	Port Director	12	September 15, 2005
146	Port of Pensacola	12	September 15, 2005
148	Sailing Date; Date of Sailing, Departure...	12	September 15, 2005
149	Secure Restricted Area	12	May 1, 2014
150	Shipside	12	September 15, 2005
151	Stevedore	12	September 15, 2005

152	Storage	13	September 15, 2005
154	Storage Period	13	September 15, 2005
156	Switching	13	September 15, 2005
158	Terminal Storage	13	September 15, 2005
159	Transportation Worker Identification Credential (TWIC)	13	May 1, 2014
160	Ton	13	September 15, 2005
162	Unitized Cargo	13	September 15, 2005
164	User	13	September 15, 2005
166	Vessel	13	September 15, 2005
168	Volume Rates	14	September 15, 2005
170	Wharf or Wharves	14	September 15, 2005
172	Wharf Demurrage	14	September 15, 2005
174	Wharfage	14	September 15, 2005
190	Explanation of Abbreviations...	15	December 15, 2006
192	Metric Conversion Table	16	September 15, 2005
194	Metric Equivalents	16	May 1, 2014
	SECTION TWO: GENERAL INFORMATION, RULES & REGULATIONS		
200a	Access – To Harbor	17	September 15, 2005
200b	Access – To Port Property	17	February 1, 2021
200c	Access – To Records	19	September 15, 2005
201	Administration	19	September 15, 2005
202	Anchorage	19	September 15, 2005
203	Anchorage, Turning Basin & Channel	19	September 15, 2005
205	Berth Assignments	19	May 1, 2014
206	Bonded Storage	20	July 1, 2019
208a	Cargo – Arriving or Departing in Railcars	20	September 15, 2005
208b	Cargo – Conditions Governing...	21	September 15, 2005
208c	Cargo – Handling, Receipt & Delivery	21	September 15, 2005
208d	Cargo – Heavy Lift	21	September 15, 2005
208e	Cargo – Non-Waterborne	22	September 15, 2005
208f	Cargo – Or Freight Likely to Damage...	22	September 15, 2005
208g	Cargo – Responsibility For	22	September 15, 2005
208h	Cargo – Scheduling Movement...	22	September 15, 2005
208i	Cargo – Disposition of Undelivered	23	September 15, 2005
209	Cargo Statement Required	23	September 15, 2005

210	Cargo Statement/Ship's Manifests	23	July 1, 2019
211	Change of Location of Vessels	24	September 15, 2005
212	Change of Ownership	24	September 15, 2005
213	Collision	24	May 1, 2014
214	Compliance with Governmental Regulations	24	September 15, 2005
215	Crane Operations on Port Property	24	September 15, 2005
218	Delivery Orders	25	September 15, 2005
219	Demurrage or Detention	25	September 15, 2005
220	Discharging Ballast, Refuse or Similar...	25	July 1, 2019
221a	Dockage – Basis of Charges	26	September 15, 2005
221b	Dockage – Duration	26	September 15, 2005
221c	Dockage – Unauthorized	26	September 15, 2005
221d	Dockage – Vessels Exempt From	27	September 15, 2005
222	Dock Receipts	27	September 15, 2005
224	Emergency Ship Movement Policy	27	July 1, 2019
225	Environmental Matters	28	May 1, 2014
226a	Facilities – Berthing	28	July 1, 2019
226b	Facilities – Bunkering	29	September 15, 2005
226c	Facilities – Damage To	29	July 1, 2019
226d	Facilities - Space Assignments	29	October 26, 2023, October 1, 2024
226e	Facilities – Transit Cargo Sheds	30	October 26, 2023
228a	Free Time – Computation Of	31	October 26, 2023
228b	Free Time – Disposition of Cargo After...	31	September 15, 2005
228c	Free Time	31	July 1, 2019
228d	Free Time – And Storage During Work Stoppage or Interruption	32	September 15, 2005
228e	Free Time - Non Waterborne Cargo	32	May 1, 2014
230	Fumigation Requirement	32	September 15, 2005
232	General Restrictions and Limitations	33	September 15, 2005
233	Ground Rubber Tire Additives	33	September 15, 2005
234	Guns; Explosives; Other Hazardous...	33	September 15, 2005
235	Harbor Channel	33	September 15, 2005
236	Harbor Safety	33	September 15, 2005
237	Holidays	34	October 26, 2023
239	Intracoastal Waterway	34	September 15, 2005
240	Indemnification and Hold Harmless	34	September 15, 2005
241a	Insurance	35	January 1, 2015
241b	Insurance – Cargo	35	September 15, 2005

241c	Insurance – Stevedores & Freight Handlers	36	September 15, 2005
242	Inventory, Requirements For	36	July 1, 2019
243	Leasing of Real Property	37	February 1, 2021
244	Lessees’ and Renters’ Responsibility	37	September 15, 2005
245	Liability: Exculpatory Provision	37	September 15, 2005
246	Liability and Payment of Charges	37	July 1, 2019
247	Location	39	July 1, 2019
248	Loitering on Premises	39	September 15, 2005
249	Loss Control and Safety	39	September 15, 2005
252	Minimum Billing Charges	39	October 26, 2023. October 1, 2024
253	NPDES	39	October 20, 2009
254	Normal Working Hours	40	September 15, 2005
256	Oily Waste Disposal...	40	January 1, 2015
258	Pallet Rental and Usage	41	September 15, 2005
259	Permit and Franchise Fees	42	July 1, 2019
260	Pilot Service	42	October 26, 2023
261	Potable Water	42	September 15, 2005
262	Project Cargo Rates and Rates for Special Services	42	September 15, 2005
264	Radio Equipment	42	September 15, 2005, October 1, 2024
265a	Railcars – Door Widths	42	July 1, 2019
265b	Railcars – Placing, Loading & Unloading	42	September 15, 2005
266	Railroads	43	September 15, 2005
267	Requirement to Work Overtime	43	September 15, 2005
268	Responsibility for Loss or Damage	43	September 15, 2005
269	Right to Refuse Cargo	43	September 15, 2005
270	Shippers’ Requests and Complaints	44	September 15, 2005
271	Shut-Out Cargo	44	September 15, 2005
272	Signs	44	September 15, 2005
273	Smoking	44	September 15, 2005
274	Special Services	44	September 15, 2005
275	Stevedores, Freight Handlers & Steamship Agents	44	October 26, 2023
276	Stevedore License or Freight Handling Permit	46	July 1, 2019
277a	Storage Invoices	46	July 1, 2019
277b	Storage, Staging and Assembly of Non Cargo and Materials	47	May 1, 2014
278	Storm Protection	47	September 15, 2005
279	Substitution of Vessels	47	September 15, 2005
282a	Tariff – Application & Interpretation	48	May 1, 2014

282b	Tariff – Consent to Terms	48	September 15, 2005
283	Tides	48	September 15, 2005
284	Traffic Via Motor Carrier	48	September 15, 2005
285	Trespassing	48	September 15, 2005
286	Tug Service	49	April 19, 2024
288a	Vessel(s) – Speed	49	September 15, 2005
288b	Vessel(s) – To Vacate	49	July 1, 2019
288c	Vessel(s) – Lights at Night	50	July 1, 2019
288d	Vessel(s) – Manning & Mobile Condition	50	July 1, 2019
288e	Vessel(s) – Mooring	50	September 15, 2005
288f	Vessel(s) – Movements, Regulation of	50	September 15, 2005
288g	Vessel(s) – Nuisance Created by	51	September 15, 2005
288h	Vessel(s) – Subject to Pilotage	51	September 15, 2005
292	Weighing	51	February 15, 2009
293	Wharf Cleaning	51	July 1, 2019
294	Wharf Obstruction	52	July 1, 2019
295	Wharf/Terminal Lights; Transit Shed Use	52	October 26, 2023, October 1, 2024
296a	Wharfage – Earned	52	September 15, 2005
296b	Wharfage – Rate for Cargo Moving Directly Between Water and Water Carrier	52	September 15, 2005
296c	Wharfage – Rate for Transshipment Cargo	52	September 15, 2005
	SECTION THREE: WHARFAGE, LOADING & UNLOADING RATES		
300	Articles Not Otherwise Specified	53	October 26, 2023, October 1, 2024
302	Aluminum	53	October 26, 2023, October 1, 2024
306	Bagged Products	53	October 26, 2023, October 1, 2024
308	Beverages	54	October 26, 2023, October 1, 2024
310	Bulk Materials, Dry	54	October 26, 2023, October 1, 2024
312	Cotton or Cotton Linters	54	October 26, 2023, October 1, 2024
314	Iron and Steel Articles	54	October 26, 2023, October 1, 2024
316	Lime	55	October 26, 2023, October 1, 2024
318	Lumber, Veneer or Forest Products	55	October 26, 2023, October 1, 2024
320	Magnesite, - Dead Burnt or Calcined	56	October 26, 2023, October 1, 2024
322	Metal or Alloy	56	October 26, 2023,

			October 1, 2024
324	Paper and Paper Articles, Wood Pulp	56	October 26, 2023, October 1, 2024
326	Rubber	56	October 26, 2023, October 1, 2024
328	Vegetable Oils	57	October 26, 2023, October 1, 2024
330	Vehicles	57	October 26, 2023, October 1, 2024
	SECTION FOUR: GENERAL CHARGES		
400	Dockage Rates	58	October 26, 2023, October 1, 2024
404a	Franchise Fees – Handling General License	59	July 1, 2019, October 1, 2024
404b	Franchise Fees – Stevedores	59	July 1, 2019, October 1, 2024
408	Harbor Fees	60	October 26, 2023, October 1, 2024
410	Line-Handling	60	July 1, 2019
412	Pilot Boat Fees	60	October 1, 2022
414	Facility Maintenance Fees	60	October 26, 2023
420	Passenger Wharfage Rates	60	July 1, 2019
426	Railcar Shunting	61	July 1, 2019
428	Railcar Storage	62	June 23, 2007
429	Rail Track Usage & Maintenance Fee	63	July 1, 2019
430	Schedule of Miscellaneous Labor Rates and Rental Charges	63	October 26, 2023
434	Security Surcharge	64	October 26, 2023, October 1, 2024
436a	Item Previously Deleted / Number Reserved	65	
436b	Storage Charges – For All Commodities	65	October 26, 2023
440	Water	65	October 26, 2023, October 1, 2024
442	Water Hose Rental	66	October 26, 2023, October 1, 2024
443	Public Marinas	66	May 1, 2023
444	Security Cost Share Program	67	September 15, 2022, October 1, 2024
445	Utilities Cost Share Program	68	October 1, 2024
	SECTION FIVE: CONTAINERS		
500	Container Point-of-Rest	68	September 15, 2005
502	Handling of Containers	68	September 15, 2005
504	Interim Parking Area	68	September 15, 2005

506	Marshaling Yard	68	September 15, 2005
508	Receiving or Delivering Containers	68	September 15, 2005
510	Re-Handling Containers	68	September 15, 2005
512	Relocation of Empty Containers	68	September 15, 2005
514	Segregation of Containers	69	September 15, 2005
516a	Receiving of Containers - From Inland Carrier	69	September 15, 2005
516b	Receiving of Containers – Having Damage or Variances...	69	September 15, 2005
518	Delivery of Container to Inland Carrier	69	September 15, 2005
520	Transfer of Containers Between Vehicular Conveyances	69	September 15, 2005
522	Containers Loaded in Excess of Rated Capacity	69	September 15, 2005
524	Charges for Container Services During Other-Then-Normal Working Hours	70	September 15, 2005
528a	Free Time – Import Containerized Traffic	70	September 15, 2005
528b	Free Time – Export Containerized Traffic	70	September 15, 2005
532	Rates and Charges; Containerized Traffic	71	July 1, 2019
534	Container Storage	72	July 1, 2019
	SECTION SIX: FOREIGNTRADE ZONE NO. 249		
600	Role of the Port of Pensacola	73	July 1, 2019, October 1, 2024
602	Site Descriptions	73	February 1, 2021
604	Zone Schedule Incorporated by Reference	73	September 15, 2005
606	Operator Required	73	September 15, 2005
608	Payment of Charges	74	September 15, 2005
	APPENDIX A: STEVEDORE FRANCHISE LICENSE AND FREIGHT HANDLING PERMIT		
I	Stevedore License or Freight Handling Permit – General	75	September 15, 2005
II	Application for Stevedore License or Freight Handling Permit	77	September 15, 2005
III	Consideration	78	September 15, 2005
IV	Issuance of License or Permit and Renewals	78	September 15, 2005
V	Fees	79	July 1, 2019
VI	Stevedore License and Freight Handling Permit Renewal Application Policy	80	September 15, 2005
VII	Stevedore & Freight Handling Insurance	82	September 15, 2005
	APPLICATION	83	July 1, 2019

Port Terminal Tariff 5-A

SECTION ONE – DEFINITIONS

ITEM #:	DEFINITION
100	GULFSEAPORTS MARINE TERMINAL CONFERENCE (Effective: April 25, 2016, October 1, 2024) GULF SEAPORTS MARINE TERMINALCONFERENCE FEDERALMARITIME COMMISSION AGREEMENTNO. 224-200163 APPROVED DECEMBER 2, 1988 PARTICIPATING MEMBERS: Board of Commissioners of the Port of New Orleans Board of Commissioners of Lake Charles Harbor and Terminal District Port of Greater Baton Rouge Port Commission - Orange County Navigation and Port District, Orange, Texas - Mississippi State Port Authority at Gulfport Board of Commissioners of the Port of Beaumont, Navigation District of Jefferson- County, Texas Port Commission of the Port of Houston Authority of Harris County, Texas - Board of Trustees of the Galveston Wharves - Alabama State Docks -Port of Mobile South Louisiana Port Commission, LaPlace, Louisiana Port of South Louisiana - Brownsville Navigation District of Cameron County, Texas - Port of Port Arthur Navigation District of Jefferson County, Texas Jefferson County, Texas - Tampa Port Authority Port of Corpus Christi Authority - Panama City Port Authority - Port of Pensacola Brazos River Harbor Navigation District, Port of Freeport, Texas Port of Pascagoula, Pascagoula, Mississippi Jackson County Port Authority - Manatee Port Authority - St. Bernard Port, Harbor and Terminal District Plaquemines Port, Harbor, and Terminal District Notice: The Gulf Seaports Marine Terminal Conference Agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules, and regulations. Any such rates, charges, rules, and regulations adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper Symbol and explanation. SHIPPER'S REQUESTS AND COMPLAINTS: Shippers, or other users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said Conference agreement, should submit the same, in writing, to the chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or

	complaint, the Conference Chairman will so advise by mail. The said chairman will notify such shipper or complainant of the docketing of the matter and the date and time of the proposed meeting, and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting. Alex King, Port of Panama City Executive Director
102	AGENT OR VESSEL AGENT (Effective: September 15, 2005) The party or entity which submits the application for berth.
104	APRON, APRON WHARF, WHARF APRON (Effective: September 15, 2005) That part of the wharf structure lying between the outer edge of the guard rail and the transit shed; or, as to open wharves, that part of the wharf structure carried on piles beyond the fill.
106	ARRIVAL DATE; DATE OF ARRIVAL; ARRIVAL (Effective: September 15, 2005) The date and time at which a vessel arrives at the Port of Pensacola and is moored at her berth.
108	BERTH (Effective: September 15, 2005) The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.
110	BONDED STORAGE (Effective: September 15, 2005) Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by United States Customs.
112	CHECKING (Effective: September 15, 2005) The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.
114	CONTAINER (Effective: September 15, 2005) A standard (I.S.O.) seagoing container 20 feet in length or over.
116	DAY (Effective: September 15, 2005) A consecutive 24-hour period or fraction thereof.
118	DOCKAGE (Effective: September 15, 2005) The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.
120	END OF SHIP'S TACKLE (Effective: September 15, 2005)

	Wherever in this tariff the term end of ship's tackle is used, it means that immediate moment in time that a container or cargo is on hook or gear of ship or stevedore simultaneous with fastening of the container or cargo to or release of the container or cargo from the hook or gear.
121	ESCORT (Effective: May 1, 2014) An individual who has been issued a TWIC, who engages in escorting, as defined, and who assumes the responsibility for accompanying authorized non-TWIC holder(s) into a Secure Restricted Area.
122	ESCORTING (Effective: May 1, 2014) Ensuring that the escorted individual is continuously accompanied while within a Secure Restricted area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those of which escorted access was granted.
123	FREE TIME (Effective: September 15, 2005) The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent to the discharge of such cargo on or off the vessel.
124	FREIGHT HANDLER (Effective: September 15, 2005) As used in this tariff, the term freight handler refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physical loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges.
126	GRT/LOA (Effective: September 15, 2005) Whenever used in this tariff with respect to a vessel the term "GRT" means the tonnage figure, or if more than one, the highest tonnage figure, appearing in Lloyd's Register of Shipping as the official gross registered tonnage of the vessel; "LOA" designation refers to the length overall of a vessel as reflected in Lloyd's Register of Shipping.
128	HANDLING (Effective: September 15, 2005) The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.
130	HARBOR FEE (Effective: September 15, 2005) The charge assessed against a vessel for use of the harbor and waterways of the port.
132	HEAVY LIFT (Effective: September 15, 2005) The service of providing heavy lift cranes or equipment for lifting cargo.
134	HEAVY LIFT CARGO (Effective: September 15, 2005) A single unit of cargo exceeding a weight of 75,000 pounds.
136	LINER SERVICE

	(Effective: September 15, 2005)
	Vessels making regularly-scheduled calls for the receipt and delivery of cargo or passengers at this port.
138	LOADING OR UNLOADING (Effective: September 15, 2005)
	The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of conveyance to or from the terminal facility. All loading and unloading rates contained in this tariff are exclusive of any securing, blocking and/or bracing required to be performed by the cargo handling permittee.
140	MARGINAL TRACKS (Effective: September 15, 2005)
	Railroad tracks on the wharf apron within reach of ship's tackle.
142	POINT OF REST (Effective: September 15, 2005)
	The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shipper for loading of vessel.
144	PORT DIRECTOR (Effective: September 15, 2005)
	As used in this tariff, the term port director includes the port director's duly-authorized representative.
146	PORT OF PENSACOLA (Effective: September 15, 2005)
	As used in this tariff, the term Port of Pensacola includes, when applicable, the City of Pensacola as the port's parent agency and/or the Pensacola City Council as the port's governing body.
148	SAILINGDATE; DATE OF SAILING; DEPARTURE DATE (Effective: September 15, 2005)
	The date and time at which a vessel releases her final mooring line and is underway.
149	SECURE RESTRICTED AREA (Effective May 1, 2014)
	The area over which an owner/operator has implemented security measures for limited access and a higher degree of security protection.
150	SHIPSIDE (Effective: September 15, 2005)
	The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.
151	STEVEDORE (Effective: September 15, 2005)
	As used in this tariff, "stevedore" includes persons, firms, corporations, or other business entities and their subsidiaries engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary experience to load and unload said commercial cargo vessels and/or barges.

152	STORAGE (Effective: September 15, 2005)
	A charge assessed for providing storage in or upon designated areas of the wave, transit sheds and terminal facilities owned or operated by the Port of Pensacola after expiration of free time.
154	STORAGE PERIOD (Effective: September 15, 2005)
	A period of storage based on each 30 days or fraction thereof unless otherwise specified.
156	SWITCHING (Effective: September 15, 2005)
	A charge made for the movement of cars within the switching limits of the terminal, made usually on a flat per car basis.
158	TERMINAL STORAGE (Effective: September 15, 2005)
	The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.
159	TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC) (Effective: September 15, 2005)
	A government issued biometric; photoidentification card issued to qualified individuals only after a criminal background check has been completed. This card is required for any individual to gain unescorted authorized access to the secure areas of a vessel or facility regulated by 33 CFR 101-105.
160	TON (Effective: September 15, 2005)
	Unless otherwise specified in individual tariff items, the term ton as used in this tariff is equal to a short ton of 2,000 pounds or a measurement ton of 40 cubic feet, whichever results in the greatest revenue to the port.
162	UNITIZED CARGO (Effective: September 15, 2005)
	Shipments of commodities – whether pre-palletized, skidded, crated, boxed or packaged – to permit free access of forklift tines.
164	USER (Effective: September 15, 2005)
	A user of the terminal facilities owned, leased, and/or controlled by the Port of Pensacola shall include any vessel, consignor, consignee, beneficial owner of cargo, stevedore firm, or other person: (1) who uses any Port of Pensacola properties, facilities or equipment; or (2) to whom or from whom any service, work or labor is furnished, performed, done or made available by the Port of Pensacola at the port; or (3) who owns or has custody of cargo moving over the port.
166	VESSEL (Effective: September 15, 2005)
	Every description of water craft or other artificial contrivance whether self-propelled or not self-propelled, used or capable of being used as a means of transportation on water and shall include in its meaning the owner thereof.

168	VOLUME RATES (Effective: September 15, 2005)
	Volume rates will be based on equal rates for equal volumes for all exporters or importers. Volume rates will be quoted upon request.
170	WHARF OR WHARVES (Effective: September 15, 2005)
	Any wharf, pier, quay, landing or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas alongside of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution or handling of cargo.
172	WHARF DEMURRAGE (Effective: September 15, 2005)
	A charge assessed against cargo remaining in or on terminal facilities after the expiration of free-time unless arrangements have been made for storage.
174	WHARFAGE (Effective: September 15, 2005)
	A charge assessed against any cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is due even if cargo is not handled to or from a vessel, and whether or not the wharf is used. Wharfage does not include charges for any other services.

190	EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS USED IN TARIFF (Effective: September 15, 2005)	
	\$	Dollars
	%	Percent
	BBL	Barrel
	(C)	Change in wording resulting in neither an increase nor reduction in charges
	Cont'd	Continued
	Cu. Ft.	Cubic feet
	CWT	Hundredweight
	DHS	U.S. Department of Homeland Security
	ETA	Estimated time of arrival
	ETD	Estimated time of departure
	FMC	Federal Maritime Commission
	FTZ	Foreign Trade Zone
	GRT	Gross registered ton
	GSMTC	Rate Adopted in Accordance with Official Action of the Gulf Seaports Marine Terminals Conference
	(I)	Increase in rate
	ISO	International Standardization Organization
	LBS	Pounds
	LOA	Length overall
	MIN	Minimum
	MISC	Miscellaneous
	MFB	Thousand board feet
	MT	Metric ton
	(N)	New item or addition
	NO	Number
	NOS	Not otherwise specified
	O/T	Other than
	(R)	Reduction in rate
	SFTB	Southern Freight Traffic Bureau
	Sq. Ft.	Square Feet
	UFC	Uniform freight classification
	USCG	United States Coast Guard
	Wt.	Weight

192	METRIC CONVERSION TABLES (Effective: September 15, 2005)		
	<u>TO FIND</u>	<u>GIVEN</u>	<u>MULTIPLY</u>
	Short Tons	Metric Tons	Metric Tons by 1.102
	Metric Tons	Long Tons	Long Tons by 1.016
	Long Tons	Metric Tons	Metric Tons by 0.984
	Kilos	Pounds	Pounds by 0.4536
	Pounds	Kilos	Kilos by 2.2046
	Cubic Meters	Measurement Tons	Tons by 1.133
	Measurement Tons	Cubic Meters	Cubic Meters by 0.883
	MFB's	Cubic Meters	Cubic Meters by 0.424
194	METRIC EQUIVALENTS (Effective: May 1, 2014)		
	<u>Measure</u>	<u>Metric Equivalent</u>	
	1 Pound	0.4536 Kilograms	
	1 CWT (US - 100 Pounds)	45.359 Kilograms or 0.04536 Metric Tons	
	1 CWT (British - 112 Pounds)	50.802 Kilograms or 0.0508 Metric Tons	
	1 Ton of 2000 Pounds	907.2 Kilograms	
	2 Metric Ton	1,000 Kilograms	
	1 Inch	2.54 Centimeters	
	1 Foot	0.3048 Meters	
	1 Yard	0.9144 Meters	
	1 Cubic Foot	0.0283168 Cubic Meters	
	40 Cubic Feet	113.27 Cubic Meters	
	1 Bushel Grain	27.216 Kilos	
	1 Barrel (US - 42 Gallons)	158.987 Liters	
	<u>Measure</u>	<u>English Equivalent</u>	
	1 Kilogram	2.2046 Pounds	
	1000 Kilograms	2204.6 Pounds or 1.1023 Short Tons	
	1 Centimeter	0.3937 Inches	
	1 Meter	39.37 Inches	
	1 Cubic Meter	35.314 Cubic Feet	
	1,000 Feet, Board Measure	83.333 Cubic Feet	
	1 Cubic Meter	423.792 Feet, Board Measure	

Terminal Tariff 5-A

SECTION TWO – GENERAL INFORMATION, RULES AND REGULATIONS

200a	ACCESS - TO HARBOR (Effective: September 15, 2005)
	Notwithstanding any other provision of this Tariff, the Port Director may refuse entry of any vessel to the Port of Pensacola when, in his discretion, such refusal shall be in the best interest of the Port of Pensacola.
200b	ACCESS - TO PORT PROPERTY (Effective: July 1, 2019)
	The Port of Pensacola is designated as a “Secure Restricted Area,” which includes all land, facilities, buildings and offices; open and covered cargo-storage areas; cargo sheds; all docks, including their entry and exit ways; all equipment, machinery, railroad rights-of-way, and roadways which are owned, controlled or operated by the Port. In effect, the “Restricted Area” is all property south of the main entrance to the port located on Barracks Street. Access Control Policies for the Port of Pensacola are developed in accordance with federal guidelines, and any amendments to these laws. The Port of Pensacola Seaport Security Plan establishes all guidelines for access to the “Secure Restricted Area.” This plan is maintained by the Seaport Security Administrator. All STEVEDORES, FREIGHTHANDLERS, INDUSTRIALVENDORS, PEDDLERS, CASUALVENDORS, DAY LABORERS, and SHIPS' CREW MEMBERS AND OTHER SEAGOING PERSONNEL are subject to access control procedures identified in the Seaport Security Plan. "Industrial vendors" includes vessel agent; line-handling contractors, ship chandlers; fuel and bunkering merchants servicing vessels; radio- and related electronic-repair firms servicing vessels; ship-repair firms; certified for-hire motor carriers of property and passengers, including licensed taxicabs; non-profit maritime support organizations; and construction contractors. It shall be unlawful for any person or firm to conduct or carry out any business activity on the Port of Pensacola property without first obtaining the necessary licenses from the City of Pensacola. <u>TWIC& TWIC ESCORT POLICY:</u> In accordance with U.S. Coast Guard regulation CFR § 101.514 TWIC Requirement and CFR § 101.515 TWIC/Personal Identification, all persons requiring unescorted access to secure restricted areas of facilities regulated by the USCG must possess a Transportation Worker Identification Credential (TWIC) before such access is granted. Persons requesting access to Port of Pensacola facilities who do not have a TWIC must make advance arrangements for escorting by a person holding a valid TWIC who has been approved for access to Port facilities and who has been granted escorting privileges. Such escorting must be side-by-side or line of sight for the duration of the visit. Details of the current Port escort policy may be obtained from the Port Administration Office. It is the port user's responsibility to make sure they are following these regulations. Escorts by Port of Pensacola personnel may be provided when suitable personnel are available, and at the sole discretion of the Port, at a rate of \$50.00 per hour (or part) with a minimum charge of \$50.00 per

individual escort. The Port of Pensacola makes no representation that escorts will be available or will be able to remain with persons requesting the service for the duration of their visit.

Only checks, cash, or money orders are acceptable payment methods (billing/invoicing is not authorized).

**RESPONSIBILITY FOR PERSONAL INJURY, DEATH, OR LOSS
AND DAMAGE TO PERSONAL PROPERTY:**

Except for personal injury, death or loss and damage to personal property caused by its own liability, the Port of Pensacola will not be responsible for personal injury, death or loss and damage to personal property of persons granted permission to enter upon Port property as provided in this ITEM. Persons who are granted permission to enter upon Port property as provided in this ITEM agree to defend, indemnify and save harmless the Port of Pensacola from and against all losses, claims, demands and suits for losses and damages to property, death and personal injury, including court costs and attorney's fees, incident to or resulting from their entry upon Port of Pensacola property.

OPERATION OF MOTOR VEHICLES ON PORT PROPERTY:

Vehicular Access Control procedures are outlined in the Port of Pensacola Seaport Security Plan, which is maintained by the Seaport Security Administrator.

If, in the judgment of the Port, the use, driving, operation or parking of a vehicle does, will or could interfere with the efficient or safe operations of Port property, designated Port representatives, including Port security personnel, may order such vehicle or vehicles out of the area of interference or off Port property. The Port may order the removal of vehicles not in compliance with this provision with all towing and storage at the owner's expense.

No vehicles shall be driven closer than 100 feet to any vessel handling flammable cargo or materials without specific permission from the Port Director.

Parking areas within the Secured Area are designated with signs. Vehicles entering the Secured area should be directed by security officers to park in one of the Secured parking areas. Vehicles may ONLY access docks if it is necessary to park in these areas. The primary Port parking area is situated outside of the fenced Port Secured Area, north of the administration building. Parking for vehicles authorized in the Port's Secured Area is for personnel with an essential need. Parking within the seaport is restricted.

Parking for employees, dock workers, and visitors is restricted to designated areas, off dock and outside of fenced operational, cargo handling, and designated storage areas (unless they have an essential need to park in a non-designated area). Parking for vehicles authorized on port grounds is restricted largely to port authority, carrier, tenants, maintenance, commercial and government vehicles which are essential within the seaport or marine terminal. Parking for these vehicles is restricted to clearly mark designated parking areas within the perimeter of the port.

No unaccompanied baggage is accepted at this facility at any time.

SEARCHES:

All vehicles entering the Port are subject to search.

	<u>ENTERING</u> the Port: If the driver of a vehicle refuses to permit a search, access will be denied. <u>EXITING</u> the Port: If the driver of a vehicle refuses to permit a search, local law enforcement will respond and conduct the search. The individual will also be placed on the “Revocation Roster” and banned from accessing the Port for a time specified by the Port Director. <u>PROHIBITED ITEMS:</u> Except as otherwise provided herein, all persons entering upon Port property may not be in possession of the following items, for whatever reason, while on Port property: firearms of any type (subject to the provisions of Florida Statutes 790.251), or any other items considered to be dangerous weapons; alcoholic beverages; illegal drugs, narcotics or illegal controlled substances. Persons found to be in possession of any of these restricted items may be subject to arrest and/or the prohibited items confiscated by proper authority. EXCEPTIONS: • <u>FIREARMS:</u> (Class G Licensed) Port security personnel, civil law enforcement personnel and federal government personnel required to carry firearms in the official performance of their duties may do so while on Port property. • <u>ALCOHOLIC BEVERAGES:</u> With regard to the respective definitions provided by Florida Statutes, Chapter(s) 561.01 and 561.02. Vessel crewmembers are authorized to bring alcoholic beverages aboard the respective vessel, provided that the Master/Captain of the respective vessel, or their designated authorized representative has communicated authorization to the Port Director, or designee. Additionally, the Port Director may approve alcoholic beverages to be on premises for certain special events or for tenant’s private use. In the case of special events, Special Event Insurance with Liquor Liability Coverage may be required, if applicable. At no time may alcoholic beverages be sold on Port without Port Director approval.
200c	ACCESS - TO RECORDS (Effective: September 15, 2005)
	All users of the Port of Pensacola facilities and waterways shall be required to permit access to their files, manifests of cargo, transportation documents, charter parties, contracts of affreightment, and all other documents for the purpose of audit, determining fulfillment of vessel obligations and compliance with Port Tariff requirements, and for ascertaining the correctness of reports filed, documents furnished, and assessment of published charges. Any such information so acquired shall not be disclosed to any unauthorized person other than member of the Porto Pensacola or its staff in carrying out official duties.
201	ADMINISTRATION (Effective: September 15, 2005)
	The administration, operation, maintenance and development of the Port of Pensacola are under the direction and control of the Port Director, but certain operating responsibilities have been delegated to stevedore firms.
202	ANCHORAGE (Effective: September 15, 2005)
	Pensacola Bay offers a safe natural harbor with good holding ground.

203	ANCHORAGE, TURNING BASIN AND CHANNEL (Effective: September 15, 2005)
	No person, firm or corporation, whether as principal, servant, agent, employee or otherwise, shall anchor any vessel in the Port of Pensacola, except in cases of emergency.
205	BERTH ASSIGNMENTS (Effective: May 1, 2014)
	No vessel (vessels in duress or distress accepted) shall enter the Port of Pensacola without having first made assignment and without such assignment having been granted. Applications for berth assignment must specify arrival and departure times and dates and the nature and quantity of freight, if any, to be loaded or discharged. The Berth Application Request should be made as far advance as practical, but not less than 72 hours prior to the time of docking. All vessels must provide a firm 24-hour Estimated Time of Arrival (ETA). The Port of Pensacola requires that all ships be represented by an agent, owner or charterer of the vessel. All agents requesting berth space for a vessel and or representing a vessel while it is in the Port must be approved by the Port of Pensacola. As part of its application for berth, the vessel, its owners or agents shall advise the Port of Pensacola of the PROTECTION AND INDEMNITY ASSOCIATION (P & I CLUB) which affords the vessel indemnity coverage, as well as the name and telephone number of the local legal representative thereof who is knowledgeable with regard to such coverage. Any vessel that does not conform with the 72-hour berth application or the 24-hour ETA requirements and such vessel conflicts with berth assignments previously made may be assigned to an alternate berth or, alternatively, await the vacancy of a preferred berth. All working vessels--including coastwise or foreign sea-going barges; but not including internal barge movements--will be assigned berth facilities by the Port Director on a "first-come, first served" basis. At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels not engaged in commerce may make application to the Port Director for a berth; specifying the date and time of arrival, sailing date and all such vessels are subject to all applicable port rules, regulations and charges. Should such vessels not have a licensed agent, the Port may at its discretion act as the vessel's temporary agent and assign the agent's fee in the amount of \$150.00 for each 30-day period, in addition to the dockage charge. Additionally, the Port Director reserves the right to assign berths for the best utilization of the Port facilities. The Port Director reserves the right to refuse entry to any vessel carrying explosives or hazardous cargo or determined to be hazardous or not in seaworthy condition. No vessel will be allowed to remain idle in berth if other vessels are awaiting berthage and prepared to work; except as otherwise provided for in existing leases or agreements. ALLDECISIONS OF THE PORT DIRECTOR ARE FINAL.

206	BONDED STORAGE (Effective: July 15, 2019)
	Bonded storage can be made available at the Port of Pensacola through prior arrangement with a licensed general cargo stevedore.
208a	CARGO - ARRIVING AT THEPORT OR DEPARTING FROM THE PORT IN RAILCARS (Effective: September 15, 2005)
	Within twenty four (24) hours of the departure of cargo via rail bound for the Port of Pensacola, the shipper or consignee must provide written notification to the Port Director or his designee of the car numbers, car contents and estimated time of arrival of the cargo at the Port. All shippers or consignees shall be required to furnish and/or permit access to any electronic railcar tracking files or programs for cargo destined for the Port of Pensacola by rail. If upon arrival at the Port, there is insufficient space in the Port facilities to handle the cars, or for other reasons the receipt of such railcars will interfere with Port operations, the railcars shall be held at the terminating rail carrier's rail yard subject to demurrage payable by the shipper/consignee/vessel or agent thereof. Railcars with cargo arriving at the Port before the scheduled arrival date, as supplied by the shipper or consignee, will be handled on a space-available basis only. The Port of Pensacola reserves the right and privilege to hold such railcars out of the Port until the scheduled arrival date, with all demurrages for the account of the shipper/consignee. It is the obligation of the shipper/consignee to arrange for space allocation with the Port of Pensacola and for loading/unloading of cargo (freight handling) with their designated freight handler prior to shipping of cargo.
208b	CARGO - CONDITIONS GOVERNING RECEIPT, PLACEMENT AND HANDLING (Effective: September 15, 2005)
	The Port of Pensacola does not engage in the warehouse/storage business. Transit sheds and open terminal facilities are provided only for the temporary placement of waterborne cargo prior to final disposition and for the assembling and expediting of waterborne commerce at the Port of Pensacola. The acceptance of cargo is at the option and discretion of the Port Director and application for space and handling must be made in advance of the arrival of the cargo and vessel. No cargo will be received or handled without consignment to a specific vessel booked for berthing at the terminal facilities. Any cargo left in or on Port of Pensacola terminal facilities or premises in excess of free time will be subject to storage charges in addition to any other charge published herein. The Port Director reserves the right to order cargo sent to a commercial storage facility at the expense and risk of the owner (reference ITEM209).
208c	CARGO - HANDLING, RECEIPT AND DELIVERY (Effective: September 15, 2005)
	Without preference or discrimination, and in order to promote the orderly receipt and dispatch of railcars and trucks, the Port reserves the right to control the loading and unloading of all cargo handled on Port facilities, and the rates to be charged. With the exception of the shunting of railcars within the Port facilities after initial placement and prior to pick up for removal from the Port, all handling of cargo on the Port will be performed by general-license stevedores or freight handlers which have been issued a franchise to operate at the Port of Pensacola and selected by the shipper, consignee or vessel. Specific warehouse space and outside storage space will be assigned by the Port for scheduled cargo and leased space. Freight handling maximum rates are governed by the Port. Lower handling rates than those

	published in this Tariff may be negotiated with the designated freight handler. As per the provisions of ITEM 246 (5), billing for freight handling charges will be the responsibility of the general-license freight handler. Only the Port may shunt railcars (switch cars after initial placement by rail carrier and before pickup by rail carrier for removal from Port) within Port facilities. See ITEM 426 for governing terms and charges. Shippers, consignees and freight handlers may not shunt railcars within Port facilities.
208d	CARGO – HEAVY LIFT (Effective: September 15, 2005)
	Any single unit of cargo exceeding 75,000 pounds shall be considered a heavy lift cargo and shall be assessed port costs associated with each project. Rates shall be quoted on a case by case basis, as determined by the Port Director.
208e	CARGO – NON-WATERBORNE (Effective: September 15, 2005) (I)
	Cargo delivered to the Port of Pensacola by any means of conveyance other than waterborne transportation and placed in or on Port of Pensacola-owned or operated land or facilities which are not re- shipped from the Port of Pensacola by waterborne transportation will be assessed wharfage, handling and storage charges. No free time will be allowed and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director. The storage charge for non-waterborne cargo is \$1.50 per ton per day.
208f	CARGO – OR FREIGHT LIKELY TO DAMAGE OTHER CARGO OR FREIGHT (Effective: September 15, 2005)
	Any freight or cargo likely to damage other freight or cargo will be transferred to another location on the terminal facilities or to private facilities at the risk and expense of the owner if so determined by the Port Director. Prior notification to the owner, agent or forwarder will not be required if time is of the essence to protect the other freight or cargo from damage or contamination.
208g	CARGO - RESPONSIBILITY FOR (Effective: September 15, 2005)
	Export cargo, while on terminal facilities, is in the care, custody and control of its owner, owner's agents and/or shipper/consignee/supplier. Import cargo, while on terminal facilities is in the care, custody and control of the vessel, the consignee, its agents, importer or agents of importer thereof and full responsibility for forwarding rests with one or the other of these parties.
208h	CARGO – SCHEDULING MOVEMENT THROUGH THEPORT (Effective: September 15, 2005)
	All cargo moving through the Port facilities and arriving via rail, truck or vessel must be scheduled in advance with the Port Director or his designee. Cargo is "scheduled" when the shipper or consignee advises the Port Director, or his designee, of the type and volume of cargo, the mode of transport to the Port with the expected date of arrival, and receives the consent of the Port Director or his designee, to move the cargo through the Port as scheduled. Unscheduled cargo movements will be handled on a space-available basis only, and at the option of the Port Director without recourse on the part of the shipper/consignee against the Port(see ITEM 208a).

	No export cargo will be scheduled or received at the Port without consignment to a specific vessel scheduled for berthing at the terminal facilities or without a shipping date established and approved by the Port Director. No export cargo may be consigned to the Port, unless merely as a “care-of” agent for the consignor, consignee, vessel, beneficial owner of the cargo or other person. The Port has the right to seek proof from a shipper or consignor of export cargo that compliance with this requirement has been or is being met. All export cargo is scheduled with the full understanding and agreement of the shipper/consignee that the vessel fixed or nominated to lift such cargo will be ready, willing and able to do so within cargo free-time rules and regulations applicable under this Tariff. When vessels fail to lift cargo on schedule, the shipper, consignee or vessel, or agents thereof, will be responsible for any resulting demurrage and detention charges and will indemnify and hold harmless the Port against any such demurrage and detention charges and related costs and expenses, including attorney’s fees and court costs.
208i	CARGO - DISPOSITION OF UNDELIVERED (Effective: September 15, 2005)
	The Port of Pensacola shall have a lien on the cargo, goods or other personal property stored or located on premises owned by the Port. The Port of Pensacola reserves the right, at its option, to sell said cargo, goods or other personal property whenever the payment for charges assessed by the Port is delinquent or the items are unclaimed for a period in excess of 3 months. When enforcing the terms of this ITEM, the Port of Pensacola shall: 1. Give notice by registered or certified mail to the person last known by the Port of Pensacola to claim an interest in cargo, goods, or other personal property. a. Said notice shall include a description of the goods, a statement of the claim, and a demand for payment within a specified time and must state that the goods will be sold at a specified date, time and place if the claim is not paid within the specified period. 2. Satisfy its lien from the proceeds of the sale.
209	CARGO STATEMENT REQUIRED (Effective: September 15, 2005)
	The owner, agent, operator or Master (or the importer, exporter, freight forwarder, customs house broker, shipper or its agent) of any vessel loading or discharging cargo shall furnish to the Port of Pensacola within 4 days after the sailing of each vessel a certified statement with a description of all cargo loaded aboard or discharged from said vessels. The Port of Pensacola may require such other information and data or documents as may be necessary to ensure correct assessment of terminal charges and to develop statistical records.
210	CARGO STATEMENT/SHIPS' MANIFESTS (Effective: July 1, 2019)
	All users of Port of Pensacola facilities including but not limited to steamship agents, steamship lines, shippers, stevedores, freight handlers, barge lines, importers, exporters, and/or their agents or assignees, shall, upon arrival (Import)*, or not later than 10 working days (Export) after departure, furnish the Port of Pensacola with (1) a manifest, and (2) a Load List (Export Only – must be submitted with, or in conjunction with, the manifest by the party responsible for compiling the information) or (3) a Cargo Discharge Receipt (Import Only - must be submitted with, or in conjunction with, the manifest by the party responsible for

	compiling the information) containing data sufficient to assure the correct assessment of charges and information necessary to maintain statistical records. At a minimum, submitted documents must include a description of the cargo; weight, board feet or number of units, whichever is applicable; shipper or consignee details (exports); receiver or consignee details (imports); and any and all other information the Port of Pensacola deems necessary. Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of \$100 per day for each day the documentation is delinquent. * AMS Manifest does not substitute this requirement.
211	CHANGE OF LOCATION OF VESSELS (Effective: September 15, 2005)
	Whenever it is deemed necessary that any vessel be moved, or its position changed, in order to facilitate navigation and commerce or for the protection of other vessels or property, the Port Director may order and enforce the removal or shifting of such vessel to such place as may be determined by the Port Director at the expense and risk of the vessel. Notice of such order shall be given to the Master of the vessel, or the person in charge of the vessel who shall take immediate steps to comply with the order, the Port Director may take the action necessary to cause the vessel to be moved as originally ordered.
212	CHANGE OF OWNERSHIP (Effective: September 15, 2005)
	The Port of Pensacola reserves the right to accept or reject a request for a change of title or ownership of cargo received or in storage at the Port of Pensacola for the purpose of invoicing a new owner. All requests must be in writing, addressed to the Port Director. If the request is approved by the Port Director, it is with the full understanding that initial billing will be made to the new owner effective at the start of the next regular billing period and the original owner will be held responsible for payment of all charges should they not be paid by the new owner. All accrued charges must be paid to date by the owner-of-record prior to the transfer of title of ownership.
213	COLLISION (Effective: May 1, 2014)
	In the event of a grounding or a collision between two vessels or between a vessel and any wharf, dock, pier, or any structure owned by the Port of Pensacola, written report of such collision or grounding, shall within twenty-four hours, be furnished to the Port Director separately by the pilot and the master, owner or agent of said vessel, provided that in the case of a minor collision where a vessel is underway and proceeding to the open seas, there being no need of repair to Port facilities, vessel (s) or environmental resources, said report may be mailed by the master of such vessel from the next port which it enters, and provided further that in all cases of collision or grounding, report of an owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.
214	COMPLIANCE WITH GOVERNMENTAL REGULATIONS (Effective: September 15, 2005)
	All Port users shall comply with all governmental regulations, statutes, ordinances, rules and directives of any Federal, State, County or Municipal governmental units or agencies having jurisdiction over the Port of Pensacola or the business being conducted thereon and all rules and regulations now in effect or hereafter imposed by the Port of Pensacola shall be imposed uniformly against all businesses or industries located or providing services at the Port of Pensacola.

	If any Port user incurs any fines and/or penalties imposed by Federal, State, county or Municipal Authorities as a result of the acts or omissions of the Port user, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then the Port User shall be responsible to pay or reimburse the Port for all such costs and expenses.
215	CRANE OPERATIONS ON PORT PROPERTY (Effective: September 15, 2005)
	Cranes with tractor lugs will not be permitted on Port property without proper protection of the pier, as provided to the satisfaction of the Port Director. Any and all safety rules and regulations pertaining to the operation of cranes must be observed at all times. The operation of a crane on Port property establishes verification by the owner thereof that the crane is suitable to perform the work for which it is hired and that the operator of such crane is qualified and competent to operate said crane in accordance with all applicable standards. Except as may be caused by the Port's own negligence, the Port of Pensacola shall not be responsible for any damage caused as a result of the operation of cranes on Port property. Crane owners/operators shall be considered users of the Port facilities and shall be bound by the provisions of ITEM 265b, in addition to other applicable items contained in this Tariff. Cranes will not be permitted to remain on Port property overnight without the prior approval of the Port Director; nor are they permitted to block rail tracks or the movement of other wheeled vehicles.
218	DELIVERY ORDERS (Effective: September 15, 2005)
	All persons whomsoever (truck companies; rail carriers; owners; shippers; etc.) must present a written Delivery Order for each truck or railcar (or other) to be loaded at the Port of Pensacola. The Delivery Order should be on an order form or letterhead of the firm owning the cargo and it must be signed by an official of the company, or a person authorized to sign such orders. The Delivery Order must describe the cargo, the amount to be loaded, the ship, bill of lading, and the numbers and marks, if any. Any truck company, rail carrier, shipper, or others not having a written Delivery Order will not be permitted to load or leave the terminal premises without surrendering a copy of the order to the appropriate Port representative.
219	DEMURRAGE OR DETENTION (Effective: September 15, 2005)
	The Port of Pensacola is not responsible for any delays, detention or demurrage on railcars, vessels, or trucks. Parties responsible for ordering and/or scheduling vessels and railcars shall be responsible for the payment of rail demurrage, which is caused by or arises out of, directly or indirectly, the ordering and/or scheduling of vessels and railcars, and such parties will indemnify and hold harmless the Port for any rail demurrage and related costs and expenses, including attorney's fees and court costs, caused by or arising out of such parties' ordering and/or scheduling of vessels and railcars. Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a)(1)).
220	DISCHARGING BALLAST, REFUSE OR SIMILAR OFFENSIVE MATTER (Effective: July 1, 2019)

	No person, firm or corporation shall deposit, place or discharge into the waterways of the Port of Pensacola, either directly or through private or public sewers, any sanitary sewage, butchers' offal, garbage, dead residuum of gas, calcium carbide, trade wastes, tar or refuse, or any other matter which is capable of producing floating matter or scum on the surface of the water, sediment in the bottom of the waterways, hazards or obstructions to navigation or the odors and gasses of putrefaction. Vessels discharging pollutants into the waters of the Port of Pensacola will be reported to the U.S. Coast Guard National Response Center (NRC) hotline at (800) 424-8802. All matters relating to pollutant discharges shall be handled in accordance with applicable laws governing such discharges. Should any vessel cause pollution of any kind of character within the Port, the vessel shall have the first responsibility for taking effective corrective action. It shall be the responsibility of the vessel to have on hand, at all times, adequate personnel to eliminate or mitigate any contamination caused by pollutants being discharged into the waters of the Port of Pensacola. Any penalties imposed by the United States of America or the State of Florida upon the vessel, Master, person, firm or corporation shall be administered in accordance with applicable law. All vessels, firms and persons using the terminal facilities shall take every precaution practical to prevent pollution of the environment. Rules and regulations of the U.S. Coast Guard and any other Federal, State, County or City agency pertaining to pollution of any kind shall be applicable in addition to the rules and regulations set forth above.
221a	DOCKAGE- BASIS OF CHARGES (Effective: September 15, 2005) 1. The dockage shall be based on the overall length of the vessel as shown in LLOYD's REGISTER. If length is not shown in LLOYD's REGISTER the ship's Certificate of Registry showing length of vessel will be accepted. 2. Vessels for which the overall length is not available in either LLOYD's REGISTER or the Certificate of Registry named in Paragraph 1 of this ITEM, shall be measured in the direction of the Port Director. When necessary to measure a vessel, the linear distance in feet shall be determined from the most forward point on the bow of the vessel to the aftermost part of the stern of the vessel. 3. In computing dockage charges based on overall length of vessel, the following will govern in the disposition of fractions: a. Less than one-half foot (1/2'), discard. One-half foot (1/2') or more, increase to the next whole figure. 4. When a vessel is shifted directly from one wharf (berth) to another wharf (berth), the total time at such berths will be considered together in computing the dockage charge. 5. Dockage rates are assessed each 24-hour period or fraction thereof. 6. Unless advised to the contrary in advance of docking, dockage on river barges will be assessed against the owner of the cargo.

221b	DOCKAGE – DURATION (Effective: September 15, 2005)
	The period of time upon which dockage will be assessed shall commence when the vessel is made fast to the wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed, and shall continue until such vessel is completely free from and has vacated such facilities.
221c	DOCKAGE – UNAUTHORIZED (Effective: September 15, 2005)
	Any vessel berthed in an unauthorized manner, unassigned berth or shifted without the approval of the Port Director shall be subject to payment of dockage in an amount equal to (3) three times the published rate. Such vessel may be moved at the Port Director's option to a properly designated berth without notice at the owner's risk and expense.
221d	DOCKAGE – VESSELS EXEMPT FROM (Effective: September 15, 2005)
	At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels engaged in non-commercial exhibition, educational or training endeavors, owned or operated by charitable institution that qualify for exemption pursuant to the provision of the Internal Revenue Code and are accordingly exempt from taxes, may moor to public wharves free of charge, with advance approval.
222	DOCK RECEIPTS (Effective: September 15, 2005)
	At the time export outbound cargo is received at the pier facility, a dock receipt shall be issued evidencing receipt of the cargo. The receipt will show the date of receipt and shall identify the vessel on which the goods are to move. The dock receipt is executed by the agent and/or its designated representative. All completed dock receipts must be delivered to the Port of Pensacola at the close of each business day.
224	EMERGENCY SHIP MOVEMENT POLICY (Effective: July 1, 2019)
	TO MASTERS, PILOTS, TOWBOAT COMPANIES, STEAMSHIP AGENTS, VESSEL OWNERS OR CHARTERERS AND ALL OTHER CONCERNED PARTIES: 1. All vessels will provide wire ropes from the bow and stern with eyes that can be reached by tugs coming alongside. Pilots will make sure wires are in proper position before leaving the vessel. 2. All vessels and/or vessel agents will immediately report any spillage of petroleum or chemical products on the wharf or on the water and the extent of such spill to the U.S. Coast Guard National Response Center (NRC) hotline at (800) 424-8802. If spillage is considerable, all cargo operations within the port must stop immediately and vessels prepared to undock. 3. All vessels will undock and proceed to anchorage or open sea when so ordered by the Port Director in the event of: • A severe petroleum or chemical spill; • Fire discovered on board a vessel laden with petroleum, explosives, chemicals or other dangerous commodities; • Vessel in jeopardy due to conditions on shore;

4. Tugboats proceeding to a vessel laden with petroleum, chemicals, explosive or other dangerous cargoes and/or through a spill composed of such products floating on the water surface will stop all smoking on board, put out cooking fires, burners, pilot lights and extinguish all open lights or flames.
5. Vessels discovering fire on board or on shore will sound repeated long whistle-blast signals and use every other available means to report the fire to shore side personnel. The Security Division of the Port of Pensacola monitors Channel 16 (156.8 MHz) for emergency calls.
6. Emergency vessel movements will be made with able sea watches and without waiting for the return of its other ship's personnel when necessary to protect life and property (reference [ITEM 288d](#)).

225 ENVIRONMENTAL MATTERS
(Effective: October 20, 2009)

All persons and entities in possession of facilities at the Port of Pensacola pursuant to an agreement, lease, license or other arrangement with the Port or otherwise using the Port facilities shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy and operation of said facilities. All such persons and entities shall furnish to the Port Director or his designee at the time same are filed, received, submitted or tendered, a copy of every permit application, permit, notice, order or other document sent to or received from any regulatory agency responsible for environmental matters, storm water, or other pollution control. All such persons and entities are prohibited from allowing, causing, condoning, licensing, permitting or sanctioning any activities, conduct or operations that enable or result in any pollutants, contaminants, hazardous materials or substances or other waste to be accumulated, deposited, placed, released, spilled, stored or used upon or under any portion of said facilities or adjacent waters contrary to or in violation of any of said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits. All such persons and entities that violate this prohibition shall be solely responsible for any and all reporting, cleanup, remediation, fines and penalties in accordance with said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits.

NATIONAL RESPONSE CENTER (NRC):
(Effective May 1, 2014)

Oil and chemical spills entering or having the potential to enter navigable waters must be reported immediately to the NRC. Users are responsible for notifying the NRC of unauthorized releases and providing the Port's Spill Response Coordinator (SRC) with a copy of the incident report within 24 hours. The phone number for the NRC is: 1-800-424-8802.

226a FACILITIES –BERTHING
(Effective: July 1, 2019)

The Port of Pensacola has 2,570 linear feet of berthing facilities as follows:

<u>Berth #</u>	<u>Depth</u>	<u>Length</u>	<u>Apron</u>	<u>Rail</u>	<u>Use</u>
1	33'	540'	100'	Yes	All Purpose
2	33'	398'	Open	Yes	All Purpose

	3	33'	344.5'	Open	Yes	All Purpose
	5	33'	507.5'	50'	Yes	All Purpose
	6	33'	580'	50'	No	All Purpose
	7	16'	200'	0	No	Dockage Only
226b	FACILITIES – BUNKERING (Effective: September 15, 2005)					
	None of the berths are equipped with pipeline-hose connections for bunker fuels. Bunker fuels may be delivered by barge or tank truck. No vessel will be permitted to take bunkers while cargo operations are being performed.					
226c	FACILITIES – DAMAGE TO (Effective: July 1, 2019)					
	All vessels, their owners or agents, stevedores and all other users of the Port terminal facilities will be held responsible for all damages to the facilities caused by or arising out of their use of such facilities. It is the responsibility of the users of the Port facilities to <u>immediately</u> notify the Port Director or his designated representative of damages to the facilities caused by or arising out of their use of such facilities and to confirm same in writing within three (3) working days. The Port of Pensacola will acknowledge the reported damages in writing, either electronic or via letter. Any damages to the Port facilities will be for the account of the vessel, its owner or agent, the stevedore, freight handler or other user of the terminal facility and repairs must be undertaken as expeditiously as possible with the prior approval of the Port Director. The Port Director, or designer, shall review and approve all repairs in advance of repairs or construction beginning. Responsible parties will be given up to thirty (30) calendar days from the date the damage occurred to initiate required repairs, after which the Port of Pensacola reserves the right to repair the damage on a cost basis plus 25% overhead. Failure to notify the Port of damage to the facilities will result in the cost of repairs of such damage plus 50%. Any damage caused by the vessel to the wharf or any installation or equipment which is the property of the Port of Pensacola, whether it be through incompetence or carelessness on the part of the Pilot or Officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and the owner of the ship causing the damage. The Port of Pensacola shall be able to detain the ship until it has received satisfactory guarantee for payment of the amount of damage caused or a reasonable estimate thereof.					
226d	FACILITIES – SPACE ASSIGNMENTS (Effective: October 26, 2023, October 1, 2024)					
	The Port Director has the authority to grant nonexclusive space assignments for use of harbor lands to assignees on the following terms and conditions. Space assignments are granted on the Port's standard space assignment forms and shall describe the area granted. Leased areas are excluded from Space assignment requests. See ITEM 243 for Lease Information. Short Term Operating Agreements (STOA's) may be exempt from the minimum charge and negotiated with the Port Director, but the Space Assignment Request must still be on file with Port Operations. General license stevedores shall be required to submit the required space assignment forms for allocation of space to their transient cargo operations. However, transient cargo evoking free time shall not be eligible					

for the space assignment rates noted below and shall, instead, be subject to Storage Charges as outlined in [ITEM 436b](#) after expiration of free time.

Space assignments will be issued in thirty (30) day periods. Upon application and if conditions and circumstances warrant, one or more renewals for an additional thirty (30) days or longer or shorter period may be granted.

If a space assignment exceeds 30 days or is revoked by the Port Director, charges will be prorated on a daily basis.

Charges for space assignments are:

<u>Type of Area</u>	<u>Cents per Sq. Ft. (Per 30-day Period)</u>
Covered Area	\$0.70 \$0.75
Uncovered Area	\$0.60 \$0.65
Minimum Charge	\$500.00 \$1,000.00

All other applicable tariff charges shall also be paid. Charges shall begin to accrue on the day the space assignment is made available for assignee's occupancy.

An electrical power surcharge may be levied on the above charges at the discretion of the Port Director after reviewing the proposed use of the space. The rate shall be agreed to in advance of any party occupying approved space.

Property placed in a space assignment area shall be stored, stacked, palletized, or high piled in accordance with customary and operational safety procedures. The Port Director has the right to examine and review all property placed on the Port premises under a space assignment.

The grant of such assignment shall not interfere with the prompt loading or unloading of vessels.

226e **FACILITIES - TRANSIT CARGO SHEDS**
(Effective: October 26, 2023)

The Port of Pensacola owns 457,000 square feet of transit cargo storage facilities as follows, some of which may be committed to private usage through lease, contract or other obligation from time to time.

Subject to [ITEM 208b](#) and to space availability based on prior commitments, the Port of Pensacola assigns general cargo moving through the Port to storage facilities on a first-come-first-served basis.

Use of facilities marked with an asterisk (*) involves special circumstances. Contact Port Administration at 850.436.5070 for details.

<u>Facility</u>	<u>Sq. Ft.</u>
Warehouse No. 1	72,000 sq. ft. (leased)
Warehouse No. 4	45,000sq. ft. (leased)
Warehouse No. 5	72,000sq. ft. (general cargo)

	Warehouse No. 6	90,000 sq. ft. (leased)								
	Warehouse No. 8	83,000 sq. ft. (general cargo)								
	Warehouse No. 9	40,000 sq. ft. (general cargo)								
	Warehouse No. 10	55,000 sq. ft. (leased)								
228a	FREE TIME - COMPUTATION OF (Effective: October 26, 2023)									
	The free time allowed for all cargo shall commence at 0001 hours on the day after said cargo or each portion thereof is received at the terminal facility and it shall terminate at 2359 hours on the final day of free time allowed. The Port Director reserves the right to grant extensions of free time to regular and/or high volume shippers on a case-by-case basis when space availability permits. The time cargo is held in railcars (under demurrage rules) will be deducted from the free time allowed for said cargo, when railcars are held at the direction of the Port Director (reference ITEM 208i for additional information).									
228b	FREE TIME - DISPOSITION OF CARGO AFTER EXPIRATION OF (Effective: September 15, 2005)									
	Cargo remaining on terminal premises after the expiration of free time (reference ITEM 228a, 228c and 228d) and cargo shut out at clearance of vessel from berth (reference ITEM 271) may, at the discretion of the Port Director, be allowed to remain where situated, be piled or re-piled to make space; be transferred to other locations or terminal premises; or, be removed to public or private warehouse with all expenses and risk of loss and/or damage for the account of the owner, agent, consignee or carrier. In any event, the agent for such cargo will be responsible for payment of all expenses regardless of when payment is received by them from the owner, consignee or carrier. All such cargo remaining on Port property will be assessed storage charges in accordance with the applicable rates published in this Tariff.									
228c	FREE TIME (Effective: July 1, 2019)									
	Except as otherwise provided, the free time allowed for assembling export cargo shipments or removing import cargo shipments, inclusive of Saturdays, Sundays and Legal Holidays, shall be as follows: <table><tr><th>Shipment Type</th><th>No. Days</th></tr><tr><td>Exports</td><td>30</td></tr><tr><td>Imports</td><td>30</td></tr><tr><td>Transshipment</td><td>30</td></tr></table>		Shipment Type	No. Days	Exports	30	Imports	30	Transshipment	30
Shipment Type	No. Days									
Exports	30									
Imports	30									
Transshipment	30									

	Upon expiration of the free-time period, storage charges (as provided elsewhere in this Tariff) will be assessed or, at the option of the Port Director, cargo may be removed to private storage facilities at the expense and risk of the owner. NOTE: Shipments handled direct from shipside to railcars or trucks, or vice versa, shall not be entitled to free time. NOTE: Shipments not properly booked with the Port Director in advance in accordance with ITEM 209 shall not be entitled to free time specified herein.
228d	FREE TIME - AND STORAGE DURING WORK STOPPAGE OR INTERRUPTION (Effective: September 15, 2005)
	In the event of a work stoppage that prevents the loading and/or unloading of vessels, the following will apply: 1. Free time will cease at 0700 hours on the day after a work stoppage occurs. Free time will commence or resume at 0700 hours on the day after a work stoppage officially ends. 2. Cargo on hand will be assessed storage charges prorated for that period of time of the work stoppage. Credit for unused time will be deducted from storage charges. 3. Cargo received during a work stoppage will be received on a space-available basis only. Storage charges will commence immediately and free time will begin at 0700 hours on the day following the day of the termination of the work stoppage. 4. When the terminal facilities reach maximum capacity for efficient operations and Port safety, rail and truck operations will cease, with demurrage accruing for the account of the shipper. The Port Director may waive storage charges per this ITEM if cargo is removed within ordinary free time allowed.
228e	FREE TIME – NON WATERBORNE CARGO (Effective: May 1, 2014)
	Per ITEM 208e, no free time is allowed on non-waterborne cargo and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director.
230	FUMIGATION REQUIREMENT (Effective: September 15, 2005)
	Bagged agricultural products that remain in transit sheds for a period of 45 days must be fumigated at that time; and again after each 45-day period thereafter, as long as the cargo remains in the transit sheds. All expenses of fumigation will be for the account of the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo. If fumigation is not performed as required herein, the Port reserves the right to fumigate such bagged agricultural products and will bill the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo for the cost therefore.
232	GENERAL RESTRICTIONS AND LIMITATIONS (Effective: September 15, 2005)

	Under application of this Tariff, the Port of Pensacola is not obligated to provide storage for cargo that has not been scheduled with the Port Director, or which has not been transported by water to or from the Port or terminal facilities; nor is it obligated to provide facilities beyond reasonable capacity.
233	GROUND RUBBER TIRE ADDITIVES (Effective: September 15, 2005)
	The use of Ground Rubber Tire (GRT) Additives in the processing and/or production of asphalt and other materials is strictly prohibited on Port property and on or in Port facilities.
234	GUNS; EXPLOSIVES; OTHER HAZARDOUS COMMODITIES (Effective: September 15, 2005)
	Explosives and hazardous or highly-flammable commodities or material may be handled over, under, or received on the wharves or other terminal facilities of the Port of Pensacola only by special arrangement with and at the option of the Port Director. The receiving, handling or storage of such commodities shall be subject to Federal, State, Municipal, County and City of Pensacola laws, ordinances, rules and regulations. The agent or charterer of a vessel is responsible for informing the Port Director whenever a vessel plans to load, discharge or is transporting as in transit cargo any manifested cargo classified as a gun, firearm, deadly weapon, explosives, and ammunition, flammable or hazardous commodity. No action to load or discharge such cargo shall be taken without the approval of the Port Director in advance. Detailed information as to the description, packaging and stowage location of explosives, flammable and hazardous materials must be provided to the Port of Pensacola to enable planning for fire protection and security watches necessary for these items.
235	HARBOR CHANNEL (Effective: September 15, 2005)
	The entrance to the main channel to Pensacola Bay is by the Caucus Channel. The channel is 500' wide at its seaward end and dredged to 35'. The approach channel to the Port of Pensacola, 300' wide with a control depth of 33', intersects Pensacola Bay in a generally northeasterly direction. The distance from sea buoy to pier is 11 miles.
236	HARBOR SAFETY (Effective: September 15, 2005)
	1. Minimum bottom clearance shall be established by the Harbor Pilot prior to vessel entry of departure in consideration of weather conditions, tidal stage, vessel equipment and time of day. 2. All vessels shall establish radio communication with the Port of Pensacola prior to entry or departure and no vessel shall be permitted to enter, leave or shift berths in the Port of Pensacola jurisdictional area without the authorization of the Port Director or his duly-authorized representative. 3. All heavy oil transfer operations to or from a vessel with a heavy oil storage capacity greater than 10,000 gallons shall be required to adequately boom or seal off the area between the vessel and the dock, bulkhead or land during transfer or bunkering operations. 4. All vessels with a storage capacity to carry 10,000 gallons or more of pollutants as fuel and cargo shall maintain an adequate written ship-specific spill prevention and control contingency plan, and have on board a "discharge officer" designated in the plan.

	Published pursuant to Chapter 313.23; Chapter 376.07 and 376.071, Florida Statutes, as amended.
237	HOLIDAYS (Effective: October 26, 2023)
	When reference is made in this Tariff to "legal holidays," it means those days which are observed as holidays by the City of Pensacola and on which Port Administration will be closed.
239	INTRACOASTAL WATERWAY (Effective: September 15, 2005)
	The Gulf Intracoastal Waterway intersects Pensacola Bay. The waterway is 150' wide and 12' deep. On the intra-coastal, the Port of Pensacola is 185 miles east of Harvey Lock, Louisiana; and 51.4 miles east of the entrance to the Mobile Ship Channel.
240	INDEMNIFICATION AND HOLD HARMLESS (Effective: September 15, 2005)
	All users shall indemnify and hold harmless the Port, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, property damage, including loss of use of property, or demurrage, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations, whether arising solely out of the negligence of the User or not. This obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in exclusion or omission from any policy of insurance. The user agrees to pay on behalf of the Port, as well as provide a legal defense for the Port, both of which will be done only if and when requested by the Port, for all claims as described in the above paragraph. Such payment on behalf of the Port shall be in addition to any and all other legal remedies available to the Port and shall not be considered to be the Port's exclusive remedy. Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a) (1)).

241a	INSURANCE (Effective: January 1, 2015)
	All persons or firms using or conducting business operations on terminal facilities or other port-owned or operated property are required to procure and maintain Commercial General Liability, Business Auto, and Workers' Compensation insurance. Unless specified otherwise in this tariff or otherwise required by the City, minimum limits for commercial general liability and business auto of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. The Commercial General Liability policy must provide bodily injury and property damage coverage for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this tariff, as well as personal injury liability and broad form property damage liability. Coverage must be written on an occurrence type basis. The Business Auto policy must include coverage for bodily injury and property damage arising out of the operation, maintenance, or use of owned, non-owned, and hired autos including non-ownership employee use. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage. Worker's Compensation must be provided as legally required and must include Employers Liability coverage of at least \$100,000 each person-accident, \$100,000 each person-disease, \$500,000 aggregate-disease. At the option of the City, coverage must be included for the Longshore and Harbor Workers Act and Maritime (Jones) Act exposures. Required insurance policies shall be documented in Certificates of Insurance. The policies shall contain an endorsement that provides that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewable or adverse change or restriction in coverage. The City of Pensacola shall be named on each commercial general liability certificate as an Additional Insured. If required by the City, the User shall furnish copies of the User's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The User shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the User shall, upon instructions of the City, cease all operations on terminal facilities or other port- owned or operated property until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola Department of Risk Management Post Office Box 12910 Pensacola, FL 32521-0063
241b	INSURANCE – CARGO (Effective: September 15, 2005)
	The Port of Pensacola does not insure or provide insurance for any cargo. Any insurance required must be furnished by the party desiring such coverage.
241c	INSURANCE - STEVEDORES AND FREIGHT HANDLERS (Effective: September 15, 2005)
	Each stevedoring company or freight handler filing an application for a Stevedore License or Freight Handling Permit with the Port of Pensacola, in accordance with ITEM 276, shall furnish with such

	application evidence of insurance as described in ITEM 241a and as listed in Appendix A of this Tariff. Application for Stevedore License or Freight Handling Permit as well as specific policy, rules and regulations, and insurance requirements are included in Appendix A of this Tariff.
242	INVENTORY, REQUIREMENTS FOR (Effective: July 1, 2019) Each Freight Handling Licensee shall be required to submit an end-of-month inventory reflective of the last day of each calendar month for any and all cargo and commodities remaining in inventory at any General Cargo facility or warehouse. Licensees shall submit said inventory reports to the Cargo Operations Superintendent no later than the fifth (5th) day of the following month. An Export Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide: 1. Shipper name; 2. Commodity; 3. Date received; 4. Quantity on hand; 5. Type units; 6. Weight in pounds (board feet for export lumber); 7. Service Order #, mark, or another identifier; and 8. Location; An Import Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide: 1. Vessel name with arrival date; 2. Shipper and/or Receiver name; 3. Commodity; 4. Quantity on hand; 5. Type units; 6. Weight in pounds (board feet for export lumber); 7. Bill of Lading #, mark, or another identifier; and 8. Location; For all cargo sold or released to other parties, the Permittee must identify: 1. The receiving Permittee; 2. The party responsible for payment of the Authority's charges; 3. A copy of the release instructions from the original shipper; All shippers will be billed storage charges for cargoes remaining in inventory beyond the allotted FREE TIME based upon the inventory information provided by Permittees, and as such the information must be accurate and submitted as described. Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of \$100 per day for each day the documentation is delinquent.

243	LEASING OF REAL PROPERTY (Effective: July 1, 2019)
	Leasing of real property, including costs for warehouse and/or open ground storage areas, shall be negotiated on a case by case basis with the Port Director. To the extent practicable, these rates will be in conformity with the most recent land appraisals or comparable commercial real estate market assessment. However, space constraints, cargo volumes and other market conditions may dictate price changes at the discretion of the Port Director. Leases do not provide paving, electricity, water, housekeeping services, maintenance, or other improvements to the area leased. These items may be provided for within the individual lease. All requests to lease space should be directed to the Port Director who reserves the right to employ the use of a licensed Commercial Real Estate Broker as/if warranted. Final approval for all long-term leases rests with the Pensacola City Council via formal Council action that will be presented to Council through the Mayor's Office. Port Staff will provide guidance on the Council process during initial Lease negotiations.
244	LESSEES' AND RENTERS' RESPONSIBILITY (Effective: September 15, 2005)
	When equipment is rented or leased to others by the Port of Pensacola, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Pensacola, such operator shall be under the direction of the renter or lessee and the operator shall be considered as the agent or servant of the renter or lessee, and the renter or lessee shall be responsible for the acts of such operator during the time of the rental or lease. It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of the unit, as well as the competency of the operator, there being no representation or warranties by the Port of Pensacola with reference to such matters.
245	LIABILITY: EXCULPATORY PROVISION (Effective: September 15, 2005)
	No provision or sub-rule in this tariff shall relieve or limit the PORT OF PENSACOLA from liability for its own negligence nor require any user or lessee to indemnify or hold harmless the Port of Pensacola from liability for its own negligence. ISSUED IN COMPLIANCE WITH FMC REGULATION 46 CFR §525.2 (a)(1).
246	LIABILITY AND PAYMENT OF CHARGES (Effective: July 1, 2019)
	1. Except as otherwise provided, all carriers, vessels, their owners, or agents, and all other users of the services or facilities of the Port are responsible for the payment of charges as provided for in this Tariff. 2. On all vessels utilizing Port facilities, the agent shall be responsible for the payment of all dockage and other terminal charges assessed against the vessel as provided for in this Tariff. The Port of Pensacola reserves the right to hold the vessel, its owners, operators, despondent owners, charterers, sub-charterers, and/or agent or sub-agent liable for payment of all terminal charges not otherwise paid. 3. The arrest or attachment of any vessel by court order will not relieve or diminish the responsibility of the agent for the payment of dockage and related port terminal charges. The arrest or

attachment of any cargo by court order will not relieve or diminish the responsibility of the party booking the cargo for the payment of all terminal charges including, but not limited to handling, storage and wharfage, assessed by the Port in accordance with the provisions of this Tariff.

4. All invoices are due upon presentation. Presentation of invoice shall be deemed to occur and user's financial responsibility to port for payment of invoice shall commence when port deposits invoice in United States mail service. The Port of Pensacola, at its option, may at any time extend credit to any user conducting business with the Port pursuant to provisions of this Tariff or amendments or re-issues thereof subject to user establishing and maintaining a single transaction or period or annual surety bond with the corporate surety acceptable to the Port, and in an amount equal to 125% of maximum liability. The form and contract of such bond shall be acceptable to the Port.
5. [All handling charges](#) will be billed by the applicable licensed cargo handler with payment in full to be remitted to the cargo handler. The port shall bill to all cargo handlers the applicable cargo handling franchise fee(s) as described in [ITEM 222](#) of this Tariff with these funds to be remitted to the Port by the cargo handler in accordance with the payment terms as set out in this [ITEM 246](#). If, at any time, any cargo handler falls in arrears on his accounts payable to the port by 60 or more days, the port reserves the right to bill and receive payment for all handling charges and remit any amounts due to the cargo handler only after said arrearage is paid and all accounts brought current.
6. Extension and continuation of credit shall be conditioned upon payment of invoice charges within 30 days from the date of presentation.* An interest charge of 12% per annum will be assessed against unpaid invoices over 30 days for each day over 30 days and added to the amount due each month until the amount of arrearage is paid. Written notice of any invoice in dispute must be furnished to the Port of Pensacola billing department within 20 days from the date of invoice or else interest charges will apply.
7. The Port of Pensacola reserves the right to suspend or cancel the privilege of being billed on account previously granted to users who are habitually delinquent.
8. Any carrier, vessel, owner, shipper, receiver, stevedore, forwarder, agent, or other users of the Port facilities who fails to pay any invoice on the 30th day following the date on which the invoice was presented will be subject to the conditions outlined in Paragraph 9 herein below.
9. In the event of failure to pay invoices within 90 days from the date of presentation, the vessel, owner, shipper, receiver, forwarder, stevedore, agent or other user shall be placed on a cash basis under which further use of the Port facilities may be denied except upon advance payment by Cashier's/Certified Check or Wire Transfer of all charges which may be incurred under this Tariff, as estimated by the Port Director. The Port Director reserves the right to deny use of the Port's facilities to any such vessel, owner, charterer, agent, shipper, receiver, forwarder, stevedore or any user until all outstanding delinquent charges have been paid in full.
10. The Port of Pensacola reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities, except that payment made on behalf of specific vessels and/or owners will be applied as specified by the payor.

	11. The Port of Pensacola reserves the right to estimate and collecting advance all charges which may accrue against vessels or cargo utilizing Port facilities. 12. Issued pursuant to agreement of Gulf Port members of the GULF SEAPORTS MARINE TERMINAL CONFERENCE. Refer to ITEM 100 for further details of the CONFERENCE and its members.																		
247	LOCATION (Effective: July 1, 2019)																		
	The Port of Pensacola is situated in Pensacola Bay on the Gulf of Mexico and is located generally at latitude 30 degrees, 24 minutes north, longitude 87 degrees, 13 minutes west.																		
248	LOITERING ON PREMISES (Effective: September 15, 2005)																		
	It shall be unlawful for any person to loiter upon or in any of the terminal facilities or properties of the Port of Pensacola. It shall be unlawful for any unauthorized persons to enter cargo-handling areas.																		
249	LOSS CONTROL AND SAFETY (Effective: September 15, 2005)																		
	All Port users shall retain control over their employees, agents, servants and subcontractors, as well as control their invitees, and their activities on and about the Port and the manner in which such activities shall be undertaken and to that end, they shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the users for the protection of all persons, including employees, and property. The users shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.																		
252	MINIMUM BILLING CHARGES (Effective: October 26, 2023. October 1, 2024)																		
	<table> <tr> <th>Billing Item(s)</th><th>Minimum Charge</th></tr> <tr> <td>Dockage, per vessel</td><td>\$350.00-\$500.00</td></tr> <tr> <td>Wharfage, per shipment (per booking #)</td><td>\$40.00</td></tr> <tr> <td>Handling Franchise, per shipment (per booking #)</td><td>\$10.00</td></tr> <tr> <td>Shore Power, per vessel</td><td>\$100.00</td></tr> <tr> <td>Stevedoring Franchise, per vessel</td><td>\$500.00</td></tr> <tr> <td>Storage & Space Assignment, per invoice</td><td>\$500.00-\$1,000.00</td></tr> <tr> <td>Water (includes meter and hose fees), per vessel</td><td>\$125.00-\$300.00</td></tr> <tr> <td>All Other Charges</td><td>\$50.00-\$100.00</td></tr> </table>	Billing Item(s)	Minimum Charge	Dockage, per vessel	\$350.00 -\$500.00	Wharfage, per shipment (per booking #)	\$40.00	Handling Franchise, per shipment (per booking #)	\$10.00	Shore Power, per vessel	\$100.00	Stevedoring Franchise, per vessel	\$500.00	Storage & Space Assignment , per invoice	\$500.00 -\$1,000.00	Water (includes meter and hose fees), per vessel	\$125.00 -\$300.00	All Other Charges	\$50.00 -\$100.00
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253	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) (Effective: October 20, 2009)																		
	All tenants and users shall comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) program delegated by the United States Environmental Protection Agency (EPA) to the state of Florida and administered in part by the Florida Department of Environmental Protection (FDEP). The Port and Tenants are required to be covered by a Multi-Sector Generic Permit (MSGP) which is currently identified as “co-located permittee”, and the Port shall submit the required Notice of Intent (NOI)																		

	to FDEP and provide a copy of the NOI and related Storm Water Pollution Prevention Plan (SWPPP) to the Tenants and users. The Port Administrative Office maintains copies of the most current SWPPP for Tenants. All Tenants and users are responsible for obtaining and maintaining a current copy of the SWPPP, as well as informing and familiarizing Tenant and user employees of the SWPPP contents and Tenant and user responsibilities there under. The Port of Pensacola has control over the establishment and implementation of all policies relating to storm water activities associated with port docks and tenant areas, including leased premises. All tenants and users shall comply with the most current version of the SWPPP and with the most current Best Management Practices (BMP) applicable to their facilities and operations contained in the document entitled “Port Pensacola BMP’s for Potential Pollutant Sources”, copies of which are available from the Port Director.			
254	NORMAL WORKING HOURS (Effective: September 15, 2005)			
	The cargo arriving at the Port by truck must be prepared for loading and/or unloading during the normal working hours of the Port unless prior special arrangements have been made and approved by the Port Director and freight handler (reference ITEM 284). Cargo services performed by the freight handler during other than normal working hours, holidays excepted, will be assessed 165% of the applicable charge provided for in SECTION III or the applicable schedule of rates provided for in ITEM 430 of this Tariff, whichever is greater. When such services are performed by the Port during holiday hours (reference ITEM 237) they will be assessed 250% of the applicable charge provided in SECTION III or the applicable schedule of rates provided in ITEM 430 of this Tariff, whichever is greater, when such service is performed on request.			
256	OILY WASTE DISPOSAL/SHIPS WASTE DISPOSAL (Effective January 1, 2015)			
	Under the provision of ANNEX I of the INTERNATIONAL CONVENTION FOR THE PREVENTION OF POLLUTION FROM SHIPS, known as MARPOL 73/78, and the United States Coast Guard implementing regulation, PART 158 of TITLE 33 of the CODE of FEDERAL REGULATIONS (33 CFR 158), all terminals and ports which receive tankers or other ocean-going vessels of 400 gross tons or more must make provisions for adequate oily-waste-reception facilities. The application of the Port of Pensacola for its public wharves and facilities for a Certificate of Adequacy (COA) for reception facilities for receipt of oily waste was approved and the COA was issued February 11, 1986. The firms listed below have indicated to the Captain of the Port that they are interested in contracting their services in receipt of the oily waste. Listing herein does not indicate a preferential recommendation on the part of the Port of Pensacola but merely reflects the firms' desire to function in the above-mentioned capacity and the Captain of the Port's recognition of the firms with respect to the application of the Port of Pensacola. All inquiries should be directed to the Captain of the Port, United States Coast Guard. Any contractor is subject to the applicable regulations for the transfer of oil (33 CFR 154.156).			
	<table><tr><td>OILY WASTE RECEPTION FACILITIES:</td></tr><tr><td>Oil Recovery Company Inc.</td></tr><tr><td>1101 S. Conception Street</td></tr></table>	OILY WASTE RECEPTION FACILITIES:	Oil Recovery Company Inc.	1101 S. Conception Street
OILY WASTE RECEPTION FACILITIES:				
Oil Recovery Company Inc.				
1101 S. Conception Street				

Mobile, AL 36603

PHONE: 251-690-9010

Under the provision of ANNEX V of MARPOL 73/78 PORT RECEPTION FACILITIES FOR **SHIP'S GARBAGE** and separation onboard vessel of various waste and required. Garbage is defined as "all kinds of virtual, domestic and operational waste excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously or periodically." In order to accommodate the need of shipping and commerce through facilities of the Port of Pensacola, the Port has filed an application for a Certificate of Adequacy (COA) with the Captain of the Port, United States Coast Guard, for garbage reception facilities. Applicants for a berth at any facility of the Port of Pensacola shall provide, upon request, the reception facilities which meet the requirements contained in 33 CFR, PARTS 151, 158. Berth applicants shall provide a 24-hour notice of vessel's intent to discharge garbage at any facility of the Port of Pensacola and reception facilities for food, plant, meat, and other potentially infectious waste shall be provided by the berth applicant in accordance with the above and with the requirements set forth in 7 CFR 330 and 9 CFR 94.

Regulated food waste must be handled at the facility approved by the Animal and Plant Health Inspection Service (APHIS). Berth applicants or their designees shall provide the necessary reception facilities when requested to do so for other than APHIS-regulated garbage from any commercial, full-service solid waste form. The firm listed below has indicated to the Captain of the Port that it is interested in contracting its service in this regard and is approved by the United States Department of Agriculture (USDA), APHIS. The listing below does not indicate preferential recommendation on the part of the Port of Pensacola but merely reflects the company's desire to function in the above-mentioned capacity. Qualified contractors are subject to the applicable regulations for the collection and disposal of ship's waste (33 CFR, PART 151, 155, and 158; 46 CFR, PART 25).

SHIP'S REGULATED FOOD WASTE FACILITY:

Dockside Services Inc.

2910 North Palafox Street

Mobile, AL 36633

PHONE: 251-438-2362

GENERAL GARBAGE FACILITY:

Waste Pro

401 West Burgess Road

Pensacola, FL 32503

PHONE: 850-474-0800

258

PALLET RENTAL AND USAGE
(Effective: September 15, 2005)

As a non-operating, landlord port, the Port of Pensacola does not maintain available for rent or otherwise provide pallets for cargo handling operations. Licensed stevedores and cargo handlers should be prepared to provide sufficient pallets to support their operations at the Port of Pensacola. The Port expressly disclaims liability for any damages, demurrage and/or detention charges, costs, and expenses related to or arising out of any inadequate supply of pallets for cargo-handling operations at the Port. Each user (reference [ITEM 164](#)) of the Port whose use of Port facilities for cargo-handling operations causes or gives rise to damages, demurrage and/or detention charges resulting from an inadequate supply of pallets agrees to defend, indemnify and hold harmless the Port from and against any and all such damages, demurrage and/or detention charges, costs and expenses, including attorney's fees related thereto.

259	PERMIT AND FRANCHISE FEES (Effective: July 1, 2019)		
	Except as published in ITEMS 404a and 404b , the Port of Pensacola does not require the payment of a permit or franchise fee for the privilege of conducting business on the Port property. Any person, firm, or business desiring to conduct business at the Port of Pensacola must obtain a Business Tax Receipt (business license) issued by the City of Pensacola before engaging in any commercial activity at the Port.		
260	PILOTSERVICE (Effective: October 26, 2023)		
	PENSACOLA PILOTS provide 24-hour service for all vessels entering or leaving the Port of Pensacola. For information concerning pilotage rates, contact:		
	<u>Pilot Service</u>	<u>Pilot Name</u>	<u>Phone No.</u>
	Pensacola Pilots, LLC	Capt. Matthew Meilstrup	(540) 848-4524
261	POTABLE WATER (Effective: September 15, 2005)		
	All berths may have or are accessible to pipeline hose connections for potable water (ITEM 440).		
262	PROJECT CARGO RATES AND RATES FOR SPECIAL SERVICES (Effective: September 15, 2005)		
	Project rates and rates for special services not covered in this Tariff will be quoted upon request by the Port Director or designated stevedore or freight handler, if applicable.		
264	RADIO EQUIPMENT (Effective: September 15, 2005 , October 1, 2024)		
	The following radio channels are designated for radio communication at the Port of Pensacola:		
	<u>Radio Channel</u>	<u>Use</u>	
	Channel 10	Commercial	
	Channel 12	Port Operations	
	Channel 14	Port Operations	
	Channel 16	International Distress, Safety & Calling	
265a	RESERVED (Effective: July 1, 2019)		
265b	RAILCARS - PLACING, LOADING AND UNLOADING (Effective: September 15, 2005)		
	Each freight handler will communicate directly with the delivering rail carrier and/or shippers/consignees regarding the placement of loaded railcars at the Port, the pickup of empty railcars from the Port and the loading and unloading of railcars at the Port. Each freight handler will be responsible for all railcar traffic functions (excluding shunting of railcars within Port facilities, see ITEMS 208c and 426) for all cargo it handles including, but not limited to receipt, handling and payment of demurrage bills.		
266	RAILROADS (Effective: September 15, 2005)		
	The Port of Pensacola facilities are served by the CSX Transportation Inc. (CSX) and Burlington Northern Santa Fe (BNSF) and Alabama Gulf Railroad (AGRR) by reciprocal switching arrangements.		

267	REQUIREMENT TO WORK OVERTIME (Effective: September 15, 2005)
	Agents, owners, despondent owners and/or charterers of vessels which have been authorized and accepted for berthing may be required to work overtime on weekdays, Saturdays, Sundays, and Legal Holidays when ordered and to the extent determined by the Port Director in order to expedite the handling of cargo and to avoid cargo and/or vessel congestion. Such an order may include the requirement to work continuously* until completion when considered necessary in the judgment of the Port Director. Vessels failing to arrive on schedule as published, anticipated or actual facilities congestion and transit- shed overcrowding, including railcar backlog, shall be considered justifiable reasons for requiring vessels to work overtime. All expenses incurred as a result of the requirement to work overtime shall be on the account of the vessel and the Port shall not be liable for any costs associated therewith. *Excluding meal periods. ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.
268	RESPONSIBILITY FOR LOSS OR DAMAGE (Effective: September 15, 2005)
	Except for its own proven negligence, the Port of Pensacola will not be responsible for any damages to or delays from freight or cargo being loaded, unloaded, handled, stored or otherwise present on its facilities; or for loss of any freight or cargo; or for any delay of same caused by or resulting from fire; flood; leakage or discharge from sprinklers, fire-protection systems, water supply pipes, gutters, or downspouts; collapse of buildings; rats, mice, termites, moths, weevils or other insects; frost; rust; mold; corrosion; evaporation; shrinkage; leakage from containers; decay; contamination; discoloration; the elements; or, insufficient notification; nor will it be responsible for any delay, loss or damage arising from insurrections, riots, commotions or strikes of any persons in its employ, or in the service of others; nor for any consequence arising therefrom; nor will it be responsible for freight or cargo on its wharves, or in its transit sheds or warehouses or in the open against the risk of theft, pilferage or non-delivery. All cargo, ships' supplies, ship's gear and equipment, regardless of its location on Port property, will remain in the care, custody and control of the vessel, its agents or the shipper and full responsibility therefore shall be assumed by the vessel, its agents or the shipper.
269	RIGHT TO REFUSE CARGO (Effective: September 15, 2005)
	The Port of Pensacola reserves the right, without responsibility for demurrage, detention, loss or damage attaching, to refuse to accept, receive or unload or to permit a vessel to discharge and/or load: 1. Cargo for which previous arrangements with the Port Director for space, receiving, unloading or handling have not been made by shipper, consignee or carrier; or 2. Cargo is deemed extra offensive, perishable, hazardous, or detrimental to the safety and health of the public, public property and/or adversely affecting the environment. Where not prohibited by law, the movement of such articles or commodities over or in connection with facilities of the Port of Pensacola is subject strictly to the making of prior arrangement there or with and at the option and convenience of the Port of Pensacola. Loading, unloading, handling, storage and heavy-lift services required or requested on the following cargo will be subject to special quotation.

	1. Cargo, the value of which may be determined to be less than the probable terminal charges; 2. Cargo not packed in packages or containers suitable for ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned at the discretion of the Port of Pensacola; and all expense, loss or damage incident thereto will be for the account of the shipper, consignee, owner or charterer.
270	SHIPPER REQUESTS AND COMPLAINTS (Effective: September 15, 2005)
	Any interested party may initiate requests or complaints on matters relating to rates, rules and regulations contained in this Tariff by filing a statement fully documenting the request or complaint and mailing to the Port of Pensacola as follows: PORT OF PENSACOLA ATTN: Office of the Port Director Post Office Box 889 Pensacola FL 32594-0889
271	SHUT-OUT CARGO (Effective: September 15, 2005)
	The ocean carrier is responsible for the payment of all storage charges on cargo not lifted by nominated vessels as scheduled. Carriers are required to furnish statements of cargo not lifted within 5 days after departure of vessel. The Port Director reserves the right to order shut-out cargo removed from the terminal facilities at the expense and risk of the vessel, its owners and/or agents upon 24-hours notification to the vessel, its owners and/or agents (reference ITEM 228b).
272	SIGNS (Effective: October 20, 2009)
	Any signage erected on Port property must be approved in advance by the Port Director (or designee) and must comply with any and all locale sign ordinances and regulations.
273	SMOKING (Effective: September 15, 2005)
	It shall be unlawful for any person to smoke or to light any match upon or in any Port facility where such is prohibited by the Port of Pensacola, the Pensacola Fire Department or the United States Coast Guard.
274	SPECIAL SERVICES (Effective: September 15, 2005)
	Special services such as bulking, heavy-lift, separating, sorting, stenciling, tagging, checking, recouping, etc. will be performed and billed by general license stevedores to the party requested such service.
275	STEVEDORES/FREIGHT HANDLERS and STEAMSHIP AGENTS (Effective: October 26, 2023)
	The Port of Pensacola requires that the loading or unloading of cargo to or from trucks, railcars, vessels and ocean-going barges from or to the place of rest be performed by stevedoring companies or freight handlers which are duly-licensed and authorized by the Port of Pensacola to perform such activities. The Port of Pensacola does not perform or arrange for any loading or unloading of cargo at the Port.

All vessels engaged in coastwise and foreign trade calling at the Port of Pensacola must be represented by an agent duly-authorized to do business at the Port of Pensacola.

Licensed Stevedore/Freight Handlers

PATE STEVEDORE COMPANY (a member of the LOGISTEC family of companies)

720A South Barracks Street

Pensacola, FL 32575

Phone: 850-438-3648 / Fax: 850-438-5214

Email: mpate@patestevedore.com

Steamship Agents

Host Agency, LLC

200 South Royal St.

Mobile, AL 36602

Phone: (251) 433-1536

Email: mobile@hostagency.com

DSV Marine Services

4084-B Government Blvd.

Mobile AL 36606

Phone: (251) 443-6789

Email: cherae.thomassie@dsv.com

Great Circle Shipping

3 W. Garden St.

Suite 707

Pensacola, FL 32501

Phone: (850) 429-0510

Email: calm@greatcircleship.com

Ross Maritime

1814 ASD Blvd. Building 50, Suite 224

Mobile, AL 36601

Phone: (251) 432-1611

Email: agency@rossmaritimeusa.com

Norton Lilly International

One St. Louis St., St.

500 Mobile, AL 36602

Phone: 251-214-6532

Email: pharrison@nortonlilly.com

Page & Jones, Inc.

52 N. Jackson St.

Mobile, AL 36602

Phone: 251-287-8700

Email: mlee@pagejones.com

Lott Shipping, Inc.

259 N. Conception St.

Mobile, AL 36603

Phone: 251-433-1621

Email: operations@lottship.com

GAC - Shipping
5821 Range line Rd. Unit 104
Theodore, AL 36582
Phone: 251-443-7504
Email: agency.mobile@gac.com

Fillette, Green Shipping
261 N. Conception St.
Mobile, AL 36603
Phone: 251-375-2224
Email: mob@fillettegreen.com

Nord-Sud Shipping, Inc.
11 North Water St. Suite 10290
Mobile, AL 36602
Phone: 251-431-7274
Email: nordsudmobile@nordsudshipping.com

276 STEVEDORE LICENSE OR FREIGHT HANDLING PERMIT
(Effective: July 1, 2019)

Each company providing stevedoring or freight handling services and desiring to do business on or in connection with the facilities of the Port of Pensacola shall file a completed Stevedore License or Freight Handling Permit Application accompanied by the necessary supporting information called for therein. See [Appendix A](#) of this Tariff for Application, Policy, Rules and Regulations and additional insurance requirements. License/Permit. Fees shall be as follows:

<u>Purpose</u>	<u>Original Application</u>	<u>Annual Fee</u>
Stevedore License	\$5,000.00	\$1,000.00
Freight Handling Permit (may not load and unload ships/vessels)	\$2,500.00	\$ 750.00

From and after the effective date of this provision, no stevedoring company or freight handler, whether currently doing business on or in connection with the facilities of the Port of Pensacola or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Stevedore License or Freight Handlers Application, accompanied by the appropriate application fee and other required documents, has been received and approved by the Port of Pensacola.

277a STORAGE INVOICES
(Effective: July 1, 2019)

The Port of Pensacola will invoice storage charges to the agent or company shown on the manifest or freight waybill records in the Port office. When billing is rendered to an owner of cargo on instructions of the agent, such agent assumes full guarantee of the owner's credit and after 60 days will remit all unpaid charges, including delinquency penalties, to the Port of Pensacola. Changes of title for the purpose of invoicing another person or company for any or all charges contained in this Tariff will be subject to the provisions of [ITEM 209](#).

Except as otherwise provided in this Tariff, storage charges will be for the account of the cargo owner. In the event storage charges are not paid, the Port of Pensacola reserves the right to refuse to accept any future cargo from the delinquent cargo owner until such time as all outstanding storage invoices have been paid. The Port further reserves the right, at the discretion of the Port Director, to hold and refuse to release any cargo upon which there are any unpaid storage charges.

When a vessel fails to meet the announced date of arrival/sailing, for any reason, storage charges accruing after such date shall be assessed for the account of the vessel until the vessel commences to load.

Any arrangements for the payment of storage charges in conflict with the regulations stated herein must be approved in advance by the Port Director.

277b	STORAGE, STAGING AND ASSEMBLY OF NON-CARGO AND MATERIALS (N) (Effective: May 1, 2014)
	The Port of Pensacola, at its sole discretion, shall determine what constitutes cargo and what constitutes non-cargo equipment and materials. Staging, storage, and assembling of non-cargo equipment and materials on Port terminal facilities will be subject to adherence to directives of the Port’s Director or designee. Storage, staging and assembling of materials and equipment as required for vessel repair or alterations and other materials not deemed as cargo, will be allotted a “Free Time” period of no more than 72 hours prior to the arrival of the vessel and of not more than 72 hours after the departure of the vessel. In recognition of emergencies, congestion of facilities, or other similar factors, free time may be reduced or extended at the discretion of the Port Director, or designee. Free Time is defined as a specified number of days or hours during which materials and equipment may remain on the wharf or terminal premises without incurring Port Charges. See ITEM 228a-228e for details. The Port retains the right to enter into agreement with consignees and their agents concerning rates and services relating to staging, storage and assembling of equipment materials at Port facilities.
278	STORM PROTECTION (Effective: September 15, 2005)
	The owners and/or agents of all cargo stored in open areas at the Port of Pensacola shall be responsible for securing it so as to avoid damage to it or other property resulting from hurricanes or other disturbances. If the owner and/or agents fail to provide such security, the Port of Pensacola shall have the right to secure such cargo, or order the last stevedoring company handling the cargo to protect it against such possible damage and to charge the cost thereof against the owner and/or agent of the cargo, plus 25%. The Port of Pensacola assumes no responsibility for damage to cargo resulting from hurricanes, floods or other disturbances.
279	SUBSTITUTION OF VESSELS (Effective: September 15, 2005)
	When, in the opinion of the Port Director, circumstances arise that are considered beyond the control of the steamship owner or agent and are such so as to prevent a vessel from lifting her assigned outward cargo, then another vessel may be substituted to lift such cargo, provided that the substitute vessel and/or charterer/operator accepts the loading date of the original vessel and pays all applicable charges based on such loading date. Once a vessel begins to load her outward cargo, any quantity of such cargo not lifted shall be classified as "shut-out cargo" (reference ITEM 271).
282a	TARIFF - APPLICATION AND INTERPRETATION OF (Effective: May 1, 2014)
	The charges, rates, rules and regulations published in this Tariff shall apply equally to all users of, and all traffic on the waterways and facilities owned by, operated by or under the jurisdiction of the Port of Pensacola, on or after the effective date of this Tariff or any supplements thereto. The Port of Pensacola reserves the right to negotiate and establish rates through separate contracts, terminal leases, or operating agreements, or to offer volume or frequency discounts as may be deemed appropriate by the Port Director. The Port Director shall be the sole judge to interpret and determine the applicability of any of the rates, rules, regulations or services provided for in this Tariff.

282b	TARIFF - CONSENT TO TERMS (Effective: September 15, 2005)
	The use of waterways, piers, wharves, bulkheads, docks, transit sheds and/or other facilities under the jurisdiction of the Port of Pensacola shall constitute consent to the terms and conditions of this Tariff, and such use establishes an agreement regarding the port facilities to promptly pay all charges specified in this Tariff upon presentation of invoices. All users agree to be bound by and governed by all rules and regulations published herein.
283	TIDES (Effective: September 15, 2005)
	The normal mean tidal range in Pensacola Bay is 0.6'. The extreme tidal range is about 2'. Strong southeasterly winds sometimes raise the water level approximately 1' in the bay, while strong northeasterly winds lower the level about 1' in the bay.
284	TRAFFIC VIA MOTOR CARRIER (Effective: September 15, 2005)
	To ensure efficiency in the use of Port facilities shippers/receivers are urged to give 24-hour advance notice of their intention to pick up cargo from or deliver cargo to the Port. The Port reserves the right to postpone the pickup or delivery of cargo until an opportune time in the event of an unscheduled request for pick-up or delivery but the Port will make every reasonable effort to accommodate all pick-up and delivery requests. Unless special arrangements have been approved by the Port Director or designated representative and the designated cargo handler, pickup and delivery activities should commence not later than 1500 hours, Monday through Friday. The freight handler is responsible for notifying the Port Director or his designated representative for approval prior to the commencement of any activity outside of normal working hours. The Port of Pensacola assumes no responsibility for demurrage associated with motor carrier pick-up or delivery. ITEM 245 LIABILITY, EXCULPATORY PROVISION, of this Tariff applies to this disclaimer.
285	TRESPASSING (Effective: September 15, 2005)
	Unless otherwise specified in a contractual agreement between a user of the Port and the Port of Pensacola, the Director of the Port of Pensacola or his designee has the authority to restrict or prohibit any person's access to any portion of Port property. To enhance security, promote public safety and efficient operations, the Director of the Port of Pensacola may restrict or prohibit any individual's access to any portion of Port property. This includes all land, facilities, buildings and offices; open and covered cargo storage areas; cargo sheds; all docks, including entry and exit ways; all equipment, machinery, railroad rights-of-way and roadways which are owned, controlled or operated by the Port. Persons entering Port facilities without proper authorization shall be considered trespassers and may be subject to civil or criminal action as appropriate. The Port Director or his designee may initiate the enforcement of the trespass laws of the State of Florida against any person or persons who the Port Director or his designee determines is a threat to the peace, security, public safety or efficient operations of the Port of Pensacola.
286	TUG SERVICE (Effective: April 19, 2024)

	The Port of Pensacola does not provide tug assistance for docking and undocking vessels at berths or slips. Instead, this service is offered by licensed towing companies. The port enforces a mandatory tug utilization policy, requiring all vessels over 350 feet in length to employ at least one tug for assistance with channel transit, docking, and undocking during both arrival and departure. This requirement may also apply to vessels under 350 feet if deemed necessary by the Port of Pensacola or the harbor pilot. Beyond this, any additional use of tugs is at the discretion of Portside Marine & Towing and the harbor pilot. Portside Marine & Towing, located at the Port of Pensacola, is the resident harbor tug service provider and can be contacted at (850) 777-1285.
288a	VESSEL(S) - SPEED (Effective: September 15, 2005)
	No vessel shall proceed at a speed which will endanger other vessels or structures. Any official signs indicating limited speeds through critical portions of the waterways shall be strictly obeyed. All applicable Federal, State, and local rules and regulations apply.
288b	VESSEL(S) - TO VACATE (Effective: July 1, 2019)
	The Port may order any vessel to vacate any berth when the Port deems that the continued presence of such vessel at berth would be a potential hazard to the vessel, the berth, the Port's facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of the Port's facilities by others. Such situations include, but are not limited to the following: when a potential natural disaster, such as a hurricane, tornado, earthquake or flooding, makes the continued presence of the vessel a threat to the vessel and/or the Port's facilities; when the berth is committed to others under a preferential berth arrangement or other agreement; when the vessel's cargo or other items represent a hazard to other vessels, cargo or facilities; and when the vessel refuses to work continuously to completion of its loading and/or discharge. The Port shall provide written notice (letter, facsimile or electronic transmission, etc.) to the vessel's agents, owners, despondent owners and/or charterers of vessels or party arranging for berthing of the vessel advising of the requirements to vacate and referring to this tariff item in the communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time. If a vessel fails to vacate the berth as ordered, without reasonable excuse, it shall be responsible for any damage or expense which may be incurred by the Port and to others caused by such failure to vacate. The Port shall have the option (but not the duty) to move the vessel to other locations at the risk and expense of the vessel. If such movement occurs, the vessel shall hold harmless the Port for any damage or liability it may incur as a result of such movement. Failure to comply with an order to vacate will result in a penalty charge to the vessel of triple the applicable dockage rate. This charge shall not constitute a waiver by the Port of any greater actual damages it may sustain as a result of the vessel's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges. When a working vessel is required to vacate an assigned berth for the purpose of making way for another vessel which has preferential berthing privileges at such berth and subsequently returns to that berth to

	complete loading or discharging of cargo, dockage charges will be assessed on the total time the vessel actually occupies that berth and the separate berthing's will be treated as one continual berthing.
288c	VESSEL(S) - LIGHTS AT NIGHT (Effective: July 1, 2019)
	All vessels, barges, or other water craft, while anchored in the waterways or moored at the docks of the Port of Pensacola, must at all times of the night show proper lights as determined by the U.S. Coast Guard.
288d	VESSEL(S) - MANNING OF AND MOBILE CONDITION (Effective: July 1, 2019)
	Every vessel must at all times have on board at least one licensed officer in charge to take any action as may be directed by the Port Director, and every vessel must at all times be kept in a mobile condition and have on board sufficient crew members to operate or handle the vessel should movement of the vessel be ordered by the Port Director. Written request must be made to and approved by the Port Director prior to any complete shutdown of all propulsion machinery for repairs or otherwise. Vessels calling at Offshore Inland Marine's vessel modification, maintenance, repair & overhaul (MMRO) facility for 30 or more consecutive days may be exempted from the requirements of this section. Such an exemption must be requested in writing by Offshore Inland and approved by the Port Director in advance of the subject vessel's scheduled arrival. Such requests must include the specific provision(s) from which the exemption is being sought, the date or dates during which the exemption is requested, and Offshore Inland's plan to address and mitigate any potential issues caused by the exemption. Vessels failing to comply with this provision are subject to three times the normal dockage rate as provided in ITEM 400 and subject to the provisions of ITEM 211.
288e	VESSEL(S) – MOORING (Effective: September 15, 2005)
	All vessels shall be safely moored and properly secured to the dock at all times. Mooring lines are to include rat guards. The Port of Pensacola is not a bailee and does not assume any liability for improperly-moored vessels.
288f	VESSEL(S) – MOVEMENTS, REGULATION OF (Effective: September 15, 2005)
	The Port of Pensacola shall regulate vessel movements within its jurisdiction by: 1. Scheduling vessels for use of berth, anchorage or other facilities at the Port; 2. Ordering and enforcing a vessel to vacate or change position at a berth, anchorage or other facility in order to facilitate navigation, commerce or protection of other vessels or property; 3. Designating port facilities for the loading or discharging of vessels; 4. Assigning berths at wharves for arriving vessels; Published pursuant to Chapter 313.22, Florida Statutes, as amended.
288g	VESSEL(S) - NUISANCE CREATED BY (Effective: September 15, 2005)

	No vessel shall permit excessive smoke, clean boilers, blow tubes, or create similar conditions while the vessel is in the channel, turning basin, or in a berth. Except as provided by law, the blowing of whistles and horns is prohibited.
288h	VESSEL(S) - SUBJECT TO PILOTAGE (Effective: September 15, 2005)
	1. All vessels, except vessels exempted by the laws of the United States or vessels drawing less than 7' of water, shall have a licensed State pilot or certified deputy pilot on board to direct the movements of the vessel when entering or leaving ports of this State; or when underway upon the navigable waters of the bays, rivers, harbors and ports. 2. Nothing contained herein shall be construed to deny the services of a licensed State pilot to a vessel otherwise exempt who applies for such service. Published pursuant to Chapter 310.141, Florida Statutes, 2000.
292	WEIGHING (Effective: February 15, 2009)
	Highway scales are available at the Port of Pensacola and operated by private terminal operators. Contact information for these operators is available upon request.
293	WHARF CLEANING (Effective: July 1, 2019)
	All users of docks, wharves, sheds and other property of the Port of Pensacola shall be held responsible for cleaning of said property which they have been allowed to use or which has been assigned or leased to them, including adjacent aprons, yards open storage areas, rail tracks, roadways and gutters, as directed by the Port of Pensacola. If such user does not clean the docks, wharves or other property he has been using to the standards set by the Port of Pensacola within 72 hours of notice, the Port of Pensacola shall order the property cleaned and shall bill the user responsible at cost plus 20% as set forth in ITEM 430. In the case of docks, wharves and berth aprons used for vessel operations, such facilities must be cleaned to the standards set by the Port of Pensacola within 72 hours of the conclusion of vessel operations and no additional notice from the Port to the vessel's attending stevedore shall be required. All litter, dunnage, and refuse of all kinds must be cleaned up and disposed of at the end of each day and freight must be re-stacked as found, otherwise the work will be performed by the Port and the Port will bill the user responsible at cost plus 20% as set forth in ITEM 430.
294	WHARF OBSTRUCTION (Effective: July 1, 2019)
	Stevedore's, Port tenants and other Port users' tools, appliances, equipment, gear, vehicles or other material or objects which are not part of the cargo or other approved operations will not be permitted to remain on the wharves or terminal facilities except at the discretion of the Port Director. If such obstruction is not removed within 24 hours after notification by the Port Director, such equipment and material will be stored and <u>\$250.00</u> charged for each day it remains unclaimed; together with expense of removal, storage or sale.
295	WHARF/TERMINAL LIGHTS; TRANSIT SHED USE (Effective: October 26, 2023, October 1, 2024)

	Transit sheds are open for business from 0800 hours to 1700 hours, Monday through Friday, excluding holidays. Requests to utilize sheds on weekends, holidays, and before 0800 hours or after 1700 hours must be made to the Port Operations Superintendent a minimum of four (4) hours preceding the time requested. The agent, stevedore or freight handler making the overtime request is responsible for payment of a charge amounting to \$100.00 \$200.00 per night or fraction thereof. Said charge includes wharf and terminal lights whether or not both are utilized by the requesting party. Nighttime operations conducted by non-cargo vessels must also be approved a minimum of four (4) hours in advance by the Port Operations Superintendent, and these operations will also be subject to a wharf and terminal lights fee of \$100.00 \$200.00 per night or fraction thereof. Vessels ordered to work overtime by the Port Director are exempt from this charge.
296a	WHARFAGE – EARNED (Effective: September 15, 2005)
	All cargo moved over or placed on a wharf, in transit sheds, covered storage sheds, open storage areas, shipside or on any port-owned property, land or facilities shall be considered to have earned wharfage when so placed and wharfage will be collected on it whether or not it is eventually loaded on a vessel. No wharfage charges will be assessed on ships' stores.
296b	WHARFAGE – RATE FOR CARGO MOVING DIRECTLY BETWEEN WATER AND WATER CARRIER (Effective: September 15, 2005)
	Half-wharfage is applicable on any commodity being loaded or unloaded directly between vessels and barges or any combination thereof.
296c	WHARFAGE – RATE FOR TRANSSHIPMENT CARGO (Effective: September 15, 2005)
	Import cargo which is to be reshipped in waterborne commerce from the Port of Pensacola will be assessed one-half (1/2) of the applicable wharfage rate outbound. In order for cargo to be entitled to the transshipment cargo wharfage rate, the owner's agent must designate in writing prior to vessel arrival that such cargo is to be reshipped.

Terminal Tariff 5-A

SECTION THREE– WHARFAGE, LOADING, AND UNLOADING RATES

(All rates are per weight or measurement ton, whichever is greater, unless otherwise specified)

300	ARTICLES NOT OTHERWISE SPECIFIED (NOS) (Effective: October 26, 2023 , October 1, 2024)					
		Specifications	Wharfage	Unloading	Loading	
		Loose/Packages	\$3.00	Contact Pate Stevedore		
		Pallets/Pre-Palletized	\$3.00			
302	ALUMINUM, VIZ (Effective: October 26, 2023 , October 1, 2024) PLATE, SHEET ROOFING, SCRAP WHEN IN BUNDLES OR OTHER PACKAGES WIRE OR CABLE WHEN ON REELS WEIGHING NOTLESS THAT 1,000 POUNDS					
		Specifications	Wharfage	Unloading	Loading	
		To/From Trucks or Flat/Rack Cars	\$2.15 -\$2.25	Contact Pate Stevedore		
		To/From Boxcars	\$2.15 -\$2.25			
306	BAGGED PRODUCTS, VIZ (Effective: October 26, 2023 , October 1, 2024)					
	GRAIN, GRAIN PRODUCTS, GRAIN FLOUR OR MEAL, BEANS, LENTILS, PEAS, OTHER BAGGED PRODUCTS	Specifications	Wharfage	Unloading	Loading	
		Bags/Sacks/Packages –	\$2.15 -\$2.25	Contact Pate Stevedore		
		Palletized – Flatbed Truck Loading Only	\$2.15 -\$2.25			
	Product	Specifications	Wharfage	Unloading	Loading	
	MILK: (DEHYDRATED/POWERED)	Bags/Sacks/Packages	\$2.15 -\$2.25	Contact Pate Stevedore		
		Palletized – Flatbed Truck Loading Only	\$2.15 -\$2.25			
	ROLLED OATS	Bags/Sacks/Packages	\$2.15 -\$2.25	Contact Pate Stevedore		
	RICE/RICE PRODUCTS	Bags/Sacks/Packages	\$2.15 -\$2.25			
	MISCELLANEOUS (NOS)	Bags/Sacks/Packages	\$2.15 -\$2.25			
		Pallets/Pre-Palletized	\$2.15 -\$2.25			
	308	BEVERAGES (Effective: October 26, 2023 , October 1, 2024)				
			Specifications	Wharfage	Unloading	Loading
			All Kinds, per barrel	\$0.20	Contact Pate Stevedore	
310	BULK MATERIALS, DRY (Effective: October 26, 2023 , October 1, 2024)					
	Product	Specifications	Wharfage	Unloading	Loading	
	NOTOTHERWISE SPECIFIED (NOS)	Railroad Cars/Dump Trucks	\$2.15 -\$2.25	Contact Pate Stevedore		

	AGGREGATE, VIZ. (LIMESTONE/GRANITE/DREDGE MATERIAL/RIP RAP/ROCK)	From Self-Unloading Vessels To or From Railcars/Trucks	\$2.15 -\$2.25	Contact Pate Stevedore	
	BAUXITE	From Self-Unloading Vessels To or From Railcars/Trucks	\$2.15 -\$2.25		
	CEMENT/CEMENTPRODUCTS, GYPSUMROCK, PUMICE, SALT ANDALL OTHER	Bulk Covered Hopper Cars/Dump Trucks	\$2.15 -\$2.25		
312	COTTON/COTTON LINTERS/RESINS IN BALES (Effective: October 26, 2023 , October 1, 2024)				
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		in bales	\$2.15 -\$2.25	Contact Pate Stevedore	
314	IRON/STEELARTICLES, VIZ (Effective: October 26, 2023 , October 1, 2024) ANGELS, BARS, BEAMS, BILLETS, CHANNELS, COILS, FLANGES, FLATS, PILING, PIPE, PLATES, RAILS, REBAR’S, ROUNDS, SLABS, AND TIN PLATE				
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		Lifts/Bundles– To/From Flatbed Trucks; Proper Skids/Dunnage and Bundled/Packaged Properly for Forklift Equipment;	\$2.15 -\$2.25	Contact Pate Stevedore	
		To/From Source (Other Than Flat Cars/Flatbed Trucks); Requiring Use of Crane; Proper Dunnage and Bundled/Packaged Properly for Wire Slings.	\$2.15 -\$2.25		
	NOTE: In connection with above rates and charges, iron or steel articles such as flat stack, angles, reinforcing bars, foot lengths, or other articles that are not sufficiently packaged or reinforced to prevent bending or other damage when handled with forklift, trucks or cranes, will be handled only at owner's risk with no liability for damages resulting from to the Port of Pensacola.				
316	LIME (Effective: October 26, 2023 , October 1, 2024)				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	LIME HYDRATE	Bags/Pallets	\$2.15 -\$2.25	Contact Pate Stevedore	
	LIME	Jumbo Sacks	\$2.15 -\$2.25		
		Bulk	\$2.15 -\$2.25		
318	LUMBER, VENEER/FOREST PRODUCTS				

(Effective: October 26, 2023 , October 1, 2024)						
Product	Specifications	Wharfage	Unloading	Loading		
LUMBER: (Uniform in Size; Unitized Requiring Only Mechanical Equipment)	All	\$2.60 -\$3.00	Contact Pate Stevedore			
PLYWOOD – BUNDLES: (SHEETROCK/DRYWALL/GYPSUM BOARD, etc.)	All	\$2.60 -\$3.00				
SHINGLES: (PALLET/SHEDS)	All	\$2.60 -\$3.00				
TIES: (RAIL/CROSS/STITCH) And TIMBERS (6x6 and over)	Flatbed Trucks/Flat Cars	\$2.15 -\$2.25				
	Open Top Cars	\$2.15 -\$2.25				
LOGS/POLES/POSTS/PILING: (65ft. or Less)	Flatcars/Trucks - Bundles	\$2.15 -\$2.25				
	Flatcars/Trucks - Loose	\$2.15 -\$2.25				
	Open Cars/Open Top Flatcars - in bundles	\$2.15 -\$2.25				
LOGS/POLES/POSTS/PILING: (Over 65 ft.)	Flatcars/Trucks - Bundles	\$2.15 -\$2.25				
	Flatcars/Trucks - Loose	\$2.15 -\$2.25				
	Open Cars/Open Top Flatcars - in bundles	\$2.15 -\$2.25				
LUMBER/PLYWOOD: (Exception)	Flatbed Trucks – Bundled and/or Packaged Properly for Fork Handling	\$2.15 -\$2.25				
320 MAGNESITE, DEAD/BURNT/CALCINED (Effective: October 26, 2023 , October 1, 2024)						
Product	Specifications	Wharfage			Unloading	Loading
POLYBAGS	Flatbed Trucks	\$2.15 -\$2.25	Contact Pate Stevedore			
POLYBAGS	Open Top Flatbed Trucks	\$2.15 -\$2.25				
BULK	Covered Hopper Cars/Dump Trucks	\$2.15 -\$2.25				
322 METAL/ALLOY, VIZ (Effective: October 26, 2023 , October 1, 2024) ALUMINUM(BAR, BLOCK, INGOT, PIG OR SLAB), TIN (BAR, BLOCK, PIG, SLAB), ZINC AND ZINC ALLOYS (PIG OR SPELTER) WHEN IN BUNDLES						
	Specifications	Wharfage	Unloading	Loading		
	Boxcars/Vans	\$2.15 -\$2.25	Contact Pate Stevedore			
	Flatbed Trucks	\$2.15 -\$2.25				
324 PAPER/PAPER ARTICLES/WOOD PULP (Effective: October 26, 2023 , October 1, 2024)						

	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	PAPER: (WASTE/SCRAP)	Baled	\$2.15 -\$2.25	Contact Pate Stevedore	
	FIBERBOARD/LINERBOARD/ NEWSPRINT/PULPBOARD, WRAPPINGPAPER	Rolled	\$2.15 -\$2.25		
	WOODPULP/WOOD FLOUR	Boxcars/Vans and Rolls/Other Units	\$2.15 -\$2.25		
326	RUBBER (Effective: October 26, 2023 , October 1, 2024)				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	NATURAL/SYNTHETIC (Not LIQUID/LATEX)	Baled/Packaged (Not Palletized)	\$2.15 -\$2.25	Contact Pate Stevedore	
		Palletized/Unitized	\$2.15 -\$2.25		
328	VEGETABLE OILS (Effective: October 26, 2023 , October 1, 2024)				
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		Barrels, Drums, Boxes or Cases	\$2.15 -\$2.25	Contact Pate Stevedore	
		Palletized for Mechanical Handling	\$2.15 -\$2.25		
330	VEHICLES, VIZ (Effective: October 26, 2023 , October 1, 2024) AUTOMOBILES, BUSES, TRACTORS, TRUCKS, MOTORIZED VEHICLES, MOBILE HOMES, CRANES, RAILROAD CARS, PER UNIT, UNLESS OTHERWISE SPECIFIED				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	AUTOMOBILESAND TRUCKS		\$20.00 \$30.00	Contact Pate Stevedore	
	TRACTORS / COMBINES / AGRICULTURALIMPLEMENTS / MILITARY JEEPS & HUMVEES		\$20.00 \$30.00		
	ARMORED PERSONNEL CARRIERS/ MILITARYTANKS		\$35.00 \$50.00		
	MOTOR HOMES/ MOBILE HOMES/ HOUSE TRAILERS / PASSENGER BUS/SELF- PROPELLED CAMPING VEHICLE		\$75.00 \$100.00		
	GRADING/ROADMAKING MACHINERY		\$30.00		
	RAILROAD CARS – EMPTY		\$20.00 \$30.00		
	RAILROAD CARS – LOADED	Per net ton of contents	\$2.60 -\$3.00		

Terminal Tariff 5-A

SECTION FOUR – GENERAL CHARGES

400

DOCKAGE RATES (GSMTC)

(Effective: ~~October 26, 2023~~, October 1, 2024)

All vessels subject to a \$350 minimum:

ALLOCEAN-GOING VESSELS - INCLUDING OCEAN-GOING BARGES:

LENGTH OVERALL	LENGTH OVERALL	LENGTH OVERALL	RATE PER FOOT (*) PER 24 - HOURS
Over (in Feet)	Not Over (in Feet)	Not Over (in Meters)	(Except as Otherwise Provided)
0	199	60.70	\$3.62
200	399	121.60	\$4.75
400	499	152.10	\$6.46
500	599	182.60	\$8.68
600	699	213.10	\$10.08
700	799	243.50	\$12.78
800	899	274.20	\$15.40
900	And Over		\$18.43

BARGES:

	LENGTH OVERALL	LENGTH OVERALL	RATE PER 24-HOURS
	Over (in Feet)	Not Over (in Feet)	
	0	199	\$275.00 \$325.00
	200	And Over	\$350.00 \$400.00

OTHER:

TUGS (not serving the Port), FISHING VESSELS, PLEASURE BOATS and OTHER WATERCRAFT	LENGTH OVERALL	LENGTH OVERALL	RATE PER FOOT (*) 24 - HOURS
	Over (in Feet)	Not Over (in Feet)	
	0	And Over	\$ 5.00

(*) Reference [ITEMS 221a - 221d](#).

NOTE 1:

One full day's dockage will be assessed for each 24-hour day or fraction thereof. Any vessel undocking within two (2) hours of expiration of its last 24-hour increment will not be billed an additional day's dockage.

NOTE 2:

The dockage will be computed on length overall as listed in Lloyd's Register of Shipping or Certificate of Registry or other official document deemed acceptable by the Port Director.

NOTE 3:

Ocean-going vessels in "repair" or "layup" status making application for lay berth in advance of docking may be granted ONLY if approved by the Port Director. Lay berth dockage will be assessed at 75% of the applicable published tariff rate.

- 1) Vessels permitted to arrive at the dock at least 24 hours prior to starting work may apply for lay berth status.
- 2) Requests for lay berth status will not be considered once a vessel has docked, except that vessels permitted to remain at berth after completion of work may apply for lay berth status to commence upon expiration of the last billing period for that vessel's working status. Such requests MUST be made prior to the vessel sailing.

NOTE 4:

Tugs will be exempt from dockage when landing tows. Tugs waiting in assist of ocean-going barges that are working will be exempt from dockage.

NOTE 5:

The Port Director may, subject to berth availability, intended use, length of stay, absence of interference with other Port of Pensacola users and activities, and other criteria as may from time to time be established by the Port Director, grant reduction of dockage.

NOTE 6:

The Port Director may assess additional charges to vessel for various activities conducted while moored at Port of Pensacola.

404a FRANCHISE FEES – HANDLING GENERAL LICENSE
(Effective: ~~July 1, 2019~~, October 1, 2024)

Each stevedore company and freight handler performing handling operations at the Port of Pensacola in accordance with a franchise issued by the Port, will be allowed to handle cargo and will be assessed the following charges for the privilege of cargo handling and for maintenance of facilities at the Port. Also applicable on self-loading and self-unloading vessels.

Specifications	Fee
All General Cargo (including container contents)	\$0.35 \$0.40 (Per Ton)
Bulk Cargo	\$0.18 \$0.20 (Per Ton)
Minimum Charge Per Rail Car	\$25.00 \$30.00 (Each)
Minimum Charge Per Truck/Van/Container/Trailer	\$6.00 \$10.00 (Each)

404b	FRANCHISE FEES – STEVEDORES (Effective: July 1, 2019 , October 1, 2024)		
	Each stevedore company loading and/or unloading vessels at the Port of Pensacola in accordance with a franchise issued by the Port will be assessed the following charges for the privilege of conducting their operations and for maintenance of facilities at the Port. Also applicable on self-unloading and self-loading vessels.		
	Specifications	Fee	
	All General Cargo (Including Container Contents)	\$0.35 \$0.40 (Per Ton)	
	Bulk Cargo	\$0.18 \$0.20 (Per Ton)	
408	HARBOR FEES (Effective: October 26, 2023 , October 1, 2024)		
	All vessels engaged in foreign, coastwise or intra-coastal trade, operating at the Port of Pensacola, shall be assessed a harbor fee based upon the registered length of the vessel, to defray the expense of the administration and maintenance of the port and harbor.		
	LASH and SEABEE barges are exempt only when the barge-carrying vessel (mother vessel) is assessed the harbor fee.		
	LENGTH OVERALL	LENGTH OVERALL	RATE PER VESSEL CALL
	Over (in Feet)	Not Over (in Feet)	
	0	199	\$ 235.00 \$250.00
	200	399	\$ 480.00 \$500.00
	400	499	\$ 725.00 \$750.00
	500	599	\$ 845.00 \$850.00
	600	799	\$ 965.00 \$1,000.00
	800	And Over	\$1,065.00 \$1,100.00
	SUPPLEMENT TO HARBOR FEE		
	All vessels engaged in foreign, coastwise or intra-coastal trade that handle or transfer cargo in midstream or when anchored or moored to mooring facilities, including barge fleet mooring facilities, shall be assessed, in addition to the above regular harbor fees, a supplemental harbor fee of <u>\$0.25 Per Ton</u> , or fraction, based on the weight of the cargo so handled or transferred.		
	This supplement to the harbor fee shall not be applicable when vessels are docked at regular cargo handling wharves. Vessels desiring to handle or transfer such cargo in midstream must first notify the Port of Pensacola.		
410	LINE-HANDLING (Effective: July 1, 2019)		
	The service of line handling for mooring, unmooring and shifting of vessels is performed by service providers authorized to conduct business at the Port of Pensacola. Any concern performing line handling services at the Port of Pensacola must be insured in accordance with the policy types and limits specified in ITEM 241a . Firms currently authorized to perform line handling services at the Port of Pensacola are:		

	Pate Stevedore Company (850-438-3648), Portside Marine & Towing (850-777-1285), and Offshore Inland Marine (850-912-6966).	
412	PILOTBOAT FEES (Effective: October 1, 2022)	
	All vessels utilizing Pensacola Pilots will be charged a pilot boat fee of \$950.00. This fee covers the costs associated with capital boat replacement, operator salaries, and operational and maintenance expenses. The service will be provided through a contract with Pensacola Launch Services LLC, which will also issue invoices for this service.	
414	FACILITY MAINTENANCE FEE (Effective: October 26, 2023)	
	International vessels utilizing the Port of Pensacola facility will be subject to a facility maintenance fee of \$700.00 if deemed applicable. This fee is intended to offset the costs associated with customs declarations, safety and security inspections, enforcement activities, and immigration checks.	
420	PASSENGER WHARFAGE RATES (Effective: July 1, 2019) (I)	
	Specifications	Fee Per Passenger
	Cruise Homeport Operations	\$15.00
	Cruise Port of Call Operations	\$10.00
	Persons aboard cargo, research or other commercial vessels booked as Passengers	\$15.00
	Ferry, day cruise, dinner cruise and other operations using Pensacola Ferry Terminal dock	\$ 5.00
426	RAILCAR SHUNTING (Effective: July 1, 2019, October 1, 2024)	
	Unless otherwise specified herein, only the Port of Pensacola or its long term tenants may shunt (switch) railcars within the terminal facilities or on Port-owned or -operated tracks, land or facilities after initial railcar placement by the rail carrier and prior to pickup of railcars by the rail carrier for removal from the Port. Shippers, consignees and freight handlers may not shunt railcars within the terminal facilities or on Port-owned or -operated tracks, lands or facilities. The first repositioning of loaded railcars to or from the working platform will be provided by the Port at no charge, if requested in a timely manner during normal working hours (ITEM 237).	
	Any shunting requested after the first repositioning, or outside of normal working hours, will be assessed the following rates, plus overtime (ITEM 430) if applicable:	
	Specifications	
		\$90.00 Per Loaded Railcar
		or
		\$450.000 Per Hour, or any fraction thereof
	When the Port is required to shunt railcars alongside vessels or within the Port by means of mechanical equipment, charges for same will be assessed against ocean vessels, their owners, agents, operators, firms or party requesting such service at the following rates, plus overtime if applicable:	
	Specifications	
		\$90.00 Per Loaded Railcar
		or
		\$450.000 Per Hour, or any fraction thereof

~~The party ordering shunting services shall have the option of selecting either the per car or the hourly rate, whichever is most economical, on an order-by-order basis, at the time each order is placed. In cases where no preference is expressed at the time the service order is placed, the per-railcar rate shall automatically apply.~~

~~NORMALWORKING HOURS~~ (see ~~ITEM 254~~):

~~Shippers, consignees and freight handlers desiring a railcar(s) to be shunted within the Port facilities must notify the Port Director or his designee by telephone, fax or in person of the desired shunt. The Port will~~

~~perform the requested shunt as soon after its receipt of notification as is reasonably practicable in light of all material considerations.~~

OUTSIDE OF NORMAL WORKING HOURS:

~~Shippers, consignees and freight handlers desiring a railcar(s) to be shunted within the Port facilities must notify the Port Security by telephone, fax or in person of the desired shunt. The Port will perform the requested shunt as soon after its receipt of notification as is reasonably practicable in light of all material considerations.~~

EXCEPTION:

Lessees and Terminal Operators owning or leasing their own railcar mover(s), track mobile(s), yard engine(s) or other railcar moving devices deemed acceptable by the Port Director, may shunt (switch) railcars consigned to their terminals utilizing their owned or leased equipment and shall do so in accordance with any and all rules, regulations, restrictions, policies or procedures that may be imposed at any time at the full discretion of the Port Director including, but not necessarily limited to, restrictions on the speed, weight or numbers of railcars permitted to be shunted in a single move. Any violation of such rules established by the Port may result in the loss of railcar shunting privileges.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception assume and accept all liability and responsibility for any and all injury to persons or damage to property that may be caused as result of the actions of the Lessee or Terminal Operator or its employee(s) or agent(s), including any and all damage to tracks, switches, spurs, turnouts, and other infrastructure regardless of the condition of said infrastructure at the time the damage occurred as well as full responsibility for safely righting any and all derailments, including paying any and all costs for related emergency response that may be required.

In any and all cases of injury to person(s) or damage to property, a complete, detailed incident report shall be filed with the Port of Pensacola Cargo Operations Superintendent no later than 0830 the next regular business day. Said report shall include, at a minimum, the date, time and location of the incident, detailed narrative describing the occurrence, a detailed listing of all resulting injuries and property damage, and the full names of all equipment operator(s), signal men, watchmen, and/or shunting crew members involved, and the name and full contact information for the Lessee or Terminal Operator on whose behalf shunting operations were be conducted. All incident reports will be maintained on file with the Port of Pensacola. All incidents will be tracked and based on incident volumes, incident severities, or a combination thereof, the Port Cargo Operations Superintendent may, at any time, revoke any operator's authority to conduct railcar shunting operations at the Port of Pensacola.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception must maintain on file with the Port of Pensacola a Hold Harmless Agreement signed annually by the Lessee or Terminal Operator and all employees or agents authorized to conduct shunting on its behalf as well as a complete, up-to-date listing of all employees and agents authorized to conduct shunting activities on its behalf.

428

RAILCAR STORAGE

(Effective: **June 23, 2007, October 1, 2024**)

Working railcars arriving at the Port of Pensacola for either loading or discharge shall be afforded 5 calendar days free dwell time on port beginning immediately upon arrival in order to allow sufficient

	time for the railcar to be received, worked and removed from the port. After 5 calendar days, storage shall be assessed at a rate of \$1.50 \$5.00 Per Railcar, Per Day.																																				
429	RAILTRACK USAGE & MAINTENANCE FEE (Effective: July 1, 2019, October 1, 2024) Lessees and Terminal Operators conducting their own railcar shunting in accordance with ITEM 426 shall pay to the Port a Rail Track Usage & Maintenance Fee of \$25.00 \$30.00 per railcar moved. Rail Track Usage & Maintenance Fees will be invoiced to Lessees and Terminal Operators at the beginning of each month for the prior month's activity as tracked by the Port Operations Division.																																				
430	SCHEDULE OF MISCELLANEOUS LABOR RATES AND RENTALCHARGES (Effective: October 26, 2023) The Port of Pensacola does not furnish equipment with labor or supplies, except in the event of a special emergency situation or to perform other-than-normal cargo operations. A specific request for the use of Port labor, equipment, or supplies must be submitted to and approved by the Port Director in advance. When such requests are approved by the Port Director, the following charges will be assessed: LABOR - Per Hour: <table><tr><th>Specifications</th><th>Fee</th></tr><tr><td>Supervisors</td><td>\$125.00</td></tr><tr><td>Mechanics & Equipment Operators</td><td>\$ 100.00</td></tr><tr><td>Laborers</td><td>\$ 75.00</td></tr><tr><td>Security Officers (With 30 Hours Advance Notice)</td><td>\$ 75.00</td></tr><tr><td>Security Officers (With Less Than 30 Hours Advance Notice)</td><td>\$ 75.00</td></tr></table> The rate for overtime, including Saturday and Sunday, will be 1 1/2 times the regular rate. The rate for overtime on Legal Holidays (as described in ITEM 237) will be 2 1/2 times the regular rate. Overtime will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays which will be subject to a minimum charge of 4 hours. After minimum has been met, billing minimum is in 1/2 hour increments. The 2-hour minimum charge will not apply to the hours between 0700 and 0800 and 1700 and 1800, weekdays. EQUIPMENT: <table><tr><th>Specifications</th><th>Per Day Fee</th><th>Per Week Fee</th></tr><tr><td>ITEM</td><td>(8 Hours)</td><td>(40 Hours)</td></tr><tr><td>Forklift (8,000 lb. Capacity)</td><td>\$400.00</td><td>\$1,600.00</td></tr><tr><td>Forklift (10,000lb. Capacity)</td><td>\$500.00</td><td>\$2,000.00</td></tr><tr><td>Forklift with Operator</td><td>\$750.00</td><td>\$3,000.00</td></tr><tr><td>Sweeper with Operator</td><td>\$750.00</td><td>\$3,000.00</td></tr><tr><td>Work Boat with Operator</td><td>\$1,350.00</td><td>\$5,400.00</td></tr><tr><td>Patrol/Pilot Boat with Operator</td><td>\$800.00 (per trip)</td><td>N/A</td></tr></table> Sweeper/forklift with operator rental and boat with operator rental will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays, which will be subject to a minimum charge of 4 hours. The Port of Pensacola will not rent sweepers or boats without a Port operator. Forklift rentals commence at 0800 hours and ends at 1700 hours, Monday through Friday. Forklifts will be rented with a	Specifications	Fee	Supervisors	\$125.00	Mechanics & Equipment Operators	\$ 100.00	Laborers	\$ 75.00	Security Officers (With 30 Hours Advance Notice)	\$ 75.00	Security Officers (With Less Than 30 Hours Advance Notice)	\$ 75.00	Specifications	Per Day Fee	Per Week Fee	ITEM	(8 Hours)	(40 Hours)	Forklift (8,000 lb. Capacity)	\$400.00	\$1,600.00	Forklift (10,000lb. Capacity)	\$500.00	\$2,000.00	Forklift with Operator	\$750.00	\$3,000.00	Sweeper with Operator	\$750.00	\$3,000.00	Work Boat with Operator	\$1,350.00	\$5,400.00	Patrol/Pilot Boat with Operator	\$800.00 (per trip)	N/A
Specifications	Fee																																				
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Security Officers (With 30 Hours Advance Notice)	\$ 75.00																																				
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Specifications	Per Day Fee	Per Week Fee																																			
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Work Boat with Operator	\$1,350.00	\$5,400.00																																			
Patrol/Pilot Boat with Operator	\$800.00 (per trip)	N/A																																			

full tank of gas and returned with a full tank. Failure to fill the tank prior to returning will result in a charge of \$6.00 Per Gallon to fill the tank.

CHARGES FOR MISCELLANEOUS SERVICES/MATERIALS

Unless otherwise specifically provided to the contrary in other Rules, Sections, or Items of the Tariff, materials and/or services of a miscellaneous nature may be supplied and/or performed by the Port of Pensacola at its option and convenience on a basis of actual cost of labor, supervision, equipment, supplies and materials, plus 20%.

434

SECURITY FEE (GSMTC)

(Effective: ~~October 26, 2023~~, October 1, 2024)

A security surcharge, as described in this tariff item, shall be assessed against, and collected from, all vessels, barges and cargo interests utilizing services or facilities at the Port of Pensacola in accordance with notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance, and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional Security costs associated with an increase in MARSEC Level mandated by the U.S. Department of Homeland Security.

The security surcharge will be assessed against vessels and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff as follows:

Specifications

	FEEAGAINST	RATE	BASIS
	Vessels/Barges	13%	Of Dockage

Specifications

	FEEAGAINST	CARGO TYPE	RATE	BASIS
	Cargo			
		Break Bulk	\$0.33	Per Short Ton
		Bulk (Dry/Liquid)	\$0.08	Per Short Ton
		Containers	\$4.97 \$5.22	Each
		Vehicles	\$1.11 \$1.17	Each
		Passengers	\$1.11 \$1.17	Each

436a

RESERVED

436b

STORAGE CHARGES - FOR ALL COMMODITIES (INCLUDING N.O.S.)
(Effective: October 26, 2023)

All commodities listed in [Section III](#) of this Tariff will be assessed storage in accordance with the following schedule of rates upon expiration of free time:

Specifications

INSIDE:

First 15 – Day Period	\$0.35 Per Ton, Per Day
Second 15 – Day Period	\$0.50 Per Ton, Per Day
Thereafter	\$0.80 Per Ton, Per Day

Specifications

OUTSIDE:

First 15 – Day Period	\$0.30 Per Ton, Per Day
Second 15 – Day Period	\$0.45 Per Ton, Per Day
Thereafter	\$0.75 Per Ton, Per Day

Specifications

VEHICLES:

Including automobiles, buses, motorcycles, tractors, trucks, trailers, motorized vehicles, mobile homes, cranes, railroad cars (Wharfage [ITEM 330](#)) will be assessed storage in accordance with the following schedule of rates upon expiration of free time:

First 15 – Day Period	\$2.50 Per Vehicle, Per Day
Thereafter	\$5.00 Per Vehicle, Per Day

440

WATER

(Effective: **October 26, 2023, October 1, 2024**)

Rates for fresh water delivered to vessels at berths, or other locations, shall be as follows:

Specifications

Fees

Per Ton (240 Gallons)	\$2.00
Hookup Fee/Meter Installation	\$75.00 \$125.00
Minimum water charge per vessel/tug/other	\$100.00

An additional fee of \$100.00 will be charged when water is requested during overtime hours.

ONLY PORT OF PENSACOLA PERSONNEL are permitted to make connections and install metering devices to fresh water pumping stations at the Port of Pensacola. The vessel's agent, captain, master or other authorized representative MUST contact Port Maintenance Department Supervisor at (850) 982-0071 a minimum of two (2) hours in advance on weekdays to schedule fresh water connections during regular working hours. Evening, weekend and holiday service must be scheduled no later than 3 p.m. local time the last regular business day proceeding the required service date.

Indicating the need to take on fresh water on berth applications is considered a courtesy notification only and DOES NOT constitute the scheduling of service.

Any vessel taking on water without proper advance scheduling or without having a metering device properly affixed at the pumping location by Port Personnel will be charged three (3) times the above rate on the vessel's total tank capacity, plus three times the overtime rate, regardless of whether water was taken on during straight-time or overtime hours.

442

WATER HOSE RENTAL

(Effective: **October 26, 2023, October 1, 2024**)

When the Port of Pensacola is requested to furnish a water hose, rental rates will be charged in accordance with the following schedule. All water hose made available by the vessel must be free of leaks or Port of Pensacola water hose must be used when available.

The vessel's agent, captain, master, or other authorized representative MUST contact Port Maintenance Department Supervisor at (850) 982-0071 a minimum of two (2) hours in advance on weekdays to schedule water hose rental during regular working hours. Evening, weekend, and holiday service must be scheduled no later than 3 p.m. local time the last regular business day proceeding the required service date.

Specifications	Fees
Per 50-Foot Section	\$25.00
Minimum Charge	\$50.00 \$75.00

443

Public Marinas

(Effective: **May 1, 2023**)

Rules and Regulations for Public Marinas:

- The docks are for transient vessels during daytime hours only, no overnight or after-hours dockage is permitted. Marina hours of operation are (6:00 AM – 10:00 PM) March 1 – November 1 and (6:00 AM – 6:00 PM) November 2 – February 28.
- All boats utilizing the docks shall have a valid/current registration and be under 27' LOA (Length over all).
- Boats utilizing the docks must be kept in a safe and clean condition. Boats shall conform to all federal, state, and city regulations concerning boat safety devices and equipment and be capable of moving under their own power.
- All boats in the marina area approaching the docks shall proceed at idle, no wake speed, so as to prevent injury or damage to persons or property and observe all rules of the road. No wake is defined as reducing engine speed to complete idle so that the stern of the vessel rises to normal at rest height and no waves are created. Boats shall not anchor in the entrance or channels near the docks.
- The discharge of untreated sewage, oil, or petroleum products or other pollutants into the water is prohibited.
- Trash and garbage should be placed in the proper waste receptacles.
- Docks shall be kept clear of stored materials, and hoses shall not run across the docks.
- Excluding sanctioned and sponsored tournaments and events, fishing and cast netting are prohibited from docks, piers, or walkways.
- Fish cleaning or disposal of fish remains is prohibited at the docks and in the marina.
- Recreational swimming is prohibited in the waters near the docks.
- Fireworks of any kind are not permitted on or near the marina docks.
- The City of Pensacola reserves the right to refuse use of the docks to anyone at any time without notice at its sole discretion.
- The City of Pensacola is not responsible for lost, stolen or damaged property.
- Any vessel moored for 5 continuous days will be considered abandoned under Section 705.103(1), Fla. Stat. A 24-hour notice will be posted on the vessel before removing the vessel from the marina. See Section 327.60(5)
- Overnight dockage is permitted for state and local government vessels.

Penalties for violation of section 443 – Rules and Regulations for Public Marinas:

Unless otherwise specified in this chapter, the owner of any vessel found to be in violation of any of the provisions in this chapter within the city shall be fined in the amount of \$100 for the first offense; \$250 for the second offense, \$500 for the third or subsequent offenses when the offenses subsequent to the first offense occur within 12 months of the first offense. The amount of the fine shall be doubled if payment is not received by the city, or if payment is not postmarked, within 15 days of the date of the notice of the violation.

Any person receiving a fine pursuant to the subsection above, vessel found to be in violation of the posted docking regulations may seek to have the fine rescinded by filing an objection with the Pensacola Parking Management within 15 days of the date of issuance of the fine. The Pensacola Parking Management shall schedule a hearing on the objection before the special magistrate at the regularly scheduled meeting and the special magistrate shall have the authority to confirm or rescind the fine. In order to support an order rescinding the fine, the special magistrate must find and articulate on record sufficient facts and circumstances that the fine was improvidently imposed, or that the fine should otherwise be rescinded. The recipient of the fine is not required to attend in person and may submit on-line testimony or evidence. The decision of the special magistrate shall be final.

The City shall be furnished to the state department of highway safety and motor vehicles, via an electronic means, a list of persons who have three or more outstanding vessel violations. In addition, a list of such violators shall also be provided to the clerk of the court of the county. The provisions of F.S. 320.03 (8), as amended, shall apply to each person whose name appears on such a list.

Under the authority of F.S. 320.03(8), as amended, if the name of the applicant for a vessel revalidation sticker appears on the list referred to in subsection (a) of this section and F.S. 316.1976(6), as amended, the revalidation sticker shall not be issued until the applicant's name no longer appears on said list or until applicant presents a receipt from the city showing the vessel fines have been paid.

**444 Security Cost Share Program
(Effective: September 15, 2022)**

Security Cost Share Program:

- This is a MANDATORY program that involves all tenants leasing space at the Port of Pensacola requiring vessel operations.
- The program requires those specific tenants to cover a percentage of the security operating expenses.
- The details on the percentage required and amount due will be sent to each tenant. This percentage and amount will change based on the number of tenants involved in the program and amount paid by each tenant throughout the fiscal year from vessel activities.

445	Utilities Cost Share Program (Effective: October 1, 2024)
	Utilities Cost Share Program: • This is a MANDATORY program for all tenants leasing space at the Port of Pensacola. • Tenants are required to contribute to the utility operating expenses that are not covered by individual usage or direct billing. • The total uncovered utility expenses will be divided equally among all participating tenants. This ensures that all tenants share the cost fairly based on the number of tenants utilizing the program. • The exact percentage of utility costs and the corresponding amount due from each tenant will be communicated at the end of each fiscal year and may be adjusted periodically. Adjustments will be based on changes in the number of tenants in the program and the utility costs incurred. • Payments are due as specified in the invoicing schedule provided to each tenant.

Terminal Tariff 5-A

SECTION FIVE – CONTAINERS

500	CONTAINER: POINT-OF-REST (Effective: September 15, 2005)
	Except as otherwise provided in this Tariff, all container cargo will be received at and delivered to the terminal at a point-of-rest designated by the Port of Pensacola.
502	HANDLING OF CONTAINERS (Effective: September 15, 2005)
	General-license stevedores and/or freight handlers will exercise physical control and perform container-handling services over the entire time that a container is in the container-marshaling yard or on Port of Pensacola facilities.
504	INTERIM PARKING AREA (Effective: September 15, 2005)
	The term "interim parking area," as used in this Tariff shall refer to a designated parking area, when available, on the terminal where loaded or empty containers on wheels, bogeys, chassis or frames may be temporarily parked during hours or periods of time when the terminal is not open for the receipt or delivery of containers. The Port of Pensacola will not assume responsibility for loss or damage to containers or the contents thereof when placed in the interim parking area.
506	MARSHALING YARD (Effective: September 15, 2005)
	The term "marshaling yard," as used in this Tariff, shall refer to the designated area on the terminal where loaded or empty seagoing containers can be physically exchanged by the inland carrier (or its contractual agent) and the other carrier, through the controlled medium of the Port of Pensacola's marine terminal.
508	RECEIVING/DELIVERING CONTAINER (Effective: September 15, 2005)
	The term "receiving or delivering container," as used in this Tariff, shall refer to physical acceptance or delivery of a container, empty or loaded, at the Port of Pensacola from or to the inland carrier, so as to facilitate physical exchange of the container between the inland carrier and the water carrier from the point-of-rest. Under the term "receiving or delivering container," the Port of Pensacola will, by use of its own mechanical equipment, perform the necessary interim functions to affect the physical exchange of a container between the inland carrier and the water carrier berthing at the terminal.
510	RE-HANDLING CONTAINER (Effective: September 15, 2005)
	The term "re-handling container," as used in this Tariff, shall refer to the moving of a so-called "standard 20', 35' or 40' seagoing container" from or to the point-of-rest to or from a designated point on the terminal including movement to or from container freight station.
512	RELOCATION OF EMPTY CONTAINER (Effective: September 15, 2005)

	The term, "relocation of empty container," as used in this Tariff, shall refer to the removal of any empty container from a stack and placement on steamship-line-owned or leased chassis for movement to container freight station. This also applies to empty containers returned from the container freight station to the stack.
514	SEGREGATION OF CONTAINER (Effective: September 15, 2005)
	The term, "segregation of container," as used in this Tariff shall refer to the movement of a container from one location to another location in close proximity within the marshaling yard, without the use of a yard-jockey or tractor upon instructions from the vessel or its authorized agent.
516a	RECEIVING OF CONTAINER: FROM INLAND CARRIER (Effective: September 15, 2005)
	Upon instructions from the vessel and/or its authorized agent, a wheeled container will be appropriately moved into position in the container-marshaling yard by the inland motor carrier or rail carrier (or its contractual agent) or flatbed trailer by the Port of Pensacola with its own labor and mechanical equipment. In turn, the container will be grounded or stacked by the Port of Pensacola in the marshaling yard at a point-of-rest awaiting movement to the vessel. When requested, the Port of Pensacola will inform the vessel and/or its authorized agent as to the exact location of the container. The vessel and/or its authorized agent will, in turn, remove the container from the point-of-rest in the marshaling yard and transport the container to the vessel.
516b	RECEIVING OF CONTAINER: HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT (Effective: September 15, 2005)
	Seagoing containers having damage or variances which may impede normal movement with the Port of Pensacola's mechanical equipment will not be received or handled unless prior arrangements have been made with the Port Director.
518	DELIVERY OF CONTAINER TO INLAND CARRIER (Effective: September 15, 2005)
	The Port of Pensacola will receive a container without wheels from the vessel and/or its authorized agent at a point-of-rest in the container-marshaling yard for delivery to an inland motor carrier or rail carrier (or its contractual agent). The vessel and/or its authorized agent will ground or stack the container in the marshaling yard at a point-of-rest designated by the Port of Pensacola. When so requested by the vessel and/or its authorized agent, the Port of Pensacola, with its labor and mechanical equipment, will remove the container from its point-of-rest and place the container on wheels, bogeys, chassis, frames or flatbed trailer for delivery to the inland motor carrier or rail carrier (or its contractual agent).
520	TRANSFER OF CONTAINERS BETWEEN VEHICULAR CONVEYANCES (Effective: September 15, 2005)
	Upon instructions from the vessel and/or its authorized agent or shipper or consignee or their agents, the Port of Pensacola will perform transfer service between flatbed trailers and bogeys; between flatbed trailers and flatbed trailers; or, between bogeys and bogeys where the movement between vehicles does not require extensive movement by the container-handling equipment as determined by the Port of Pensacola.
522	CONTAINERS LOADED IN EXCESS OF RATED CAPACITY (Effective: September 15, 2005)

	The rates, rules, regulations and charges published in this Section are not applicable to standard seagoing containers loaded in excess of their rated capacity. The Port of Pensacola will not permit its mechanical equipment designated for movement or carriage of containers) to be used in any way to lift, move, or transport a container which is loaded in excess of the container's rated capacity. Should the Port of Pensacola transport a container which is loaded in excess of the rated capacity, the party or parties requesting such use shall be held liable for all losses, claims, demands and suits for damages, including death and personal injury, including court costs and attorneys' fees, incident to or resulting from such unauthorized use.	
524	CHARGES FOR CONTAINER SERVICES DURING OTHER THAN NORMAL WORKING HOURS (Effective: September 15, 2005)	
	Rates and charges for receiving, delivering and/or re-handling containers as set forth in this Tariff are applicable only during recognized working hours and days as set forth in ITEM 237 of this Tariff. Upon written authorization by vessels or their agents, containers will be received, delivered and/or re-handled by the Port of Pensacola at time other than recognized work hours or days, subject to the following charges or conditions: One charge for receiving, delivering and/or re-handling as set forth in this Tariff will be assessed for each service performed subject to a minimum of one container per hour plus the actual total overtime cost. All charges will be for the account of the vessel or its agent.	
528a	FREETIME: IMPORT CONTAINERIZED TRAFFIC (Effective: September 15, 2005)	
	The free time allowed for removing import containers and container cargo, inclusive of Saturdays, Sundays and legal holidays, shall be as follows:	
	<u>Specifications</u>	
	Import Traffic	30 Days
	On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).	
528b	FREETIME: EXPORT CONTAINERIZED TRAFFIC (Effective: September 15, 2005)	
	The free time allowed for assembling export containers and container cargo, inclusive of Saturdays, Sundays, and legal holidays, shall be as follows:	
	<u>Specifications</u>	
	Export Traffic	30 Days
	1. LCLTRAFFIC: Upon the request of the export shipper or its agent to the Port of Pensacola, cargo stuffed into containers at the terminal facilities may be granted extended free time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) after loading into container, in addition to the 15-day free time provided above. Cargo upon which such extended free time has been granted shall be designated on dock receipt upon arrival at the terminal facilities as "hold on dock for consolidation." Cargo not so designated and cargo not actually consolidated into containers on the piers will not be entitled to the granting of extended free time.	
	2. FCLTRAFFIC:	

On consolidated export container shipments, upon request of the export shipper or its agent to the Port of Pensacola, container consolidation time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) may be granted to loaded containers in addition to the free time provided above. Containers upon which such consolidation time has been granted shall be designated on dock receipts as "hold on dock for consolidation." Containers not so designated and containers not actually consolidated on the piers will not be entitled to the granting of consolidation time. As used in this Section, "consolidated export container shipments" shall mean shipments of cargo commodities which move under a single bill-of-lading to overseas consignees in more than one TEU container.

3. Upon request of the export shipper or its agent to the Port of Pensacola, containers stuffed at the terminal facilities in accordance with Paragraph A) above, may be granted additional free time as provided for in Paragraph B, subject to availability of space on approval by the Port Director. In no instance will free time exceed 45 days (inclusive of Saturdays, Sundays, and Legal Holidays).
4. On consolidated export container shipments as defined and provided for in Paragraph A) above, upon written request by the export shipper or its agent and subject to the availability of space, containers delivered to an inland carrier by the Port of Pensacola for ultimate shipment by waterborne transportation may be granted an exemption from [ITEM 208e](#) of this Tariff, provided such charge is waived by the Port Director.
5. On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).

532 RATES AND CHARGES: CONTAINERIZED TRAFFIC
(Effective: July 1, 2019)

The following charges apply on containers and/or chassis not exceeding 40' in length or loaded in excess of rated capacity. These charges are assessed against the vessel or its agent unless arrangements to do otherwise have been made with and approved by the Port Director.

Specifications

WHARFAGE	EMPTY CONTAINERS	20' or Less	\$4.50	Per Unit
		More than 20'	\$7.50	Per Unit

Specifications

WHARFAGE	LOADED CONTAINERS	Pre net Ton of Contents Only	\$2.00
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Specifications

HANDLING FEES	To be quoted by the handling Stevedore		

Note 1: Receiving, delivering or handling underframes or chassis does not include any inspection for visible damage. The Port of Pensacola assumes no responsibility for condition of containers, contents therein, underframes, or road-serviceability of equipment.

Note 2: For Handling and Stevedoring Franchise Fees applicable to container cargo, see [ITEM 404a](#) and [ITEM 404b](#).

Note 3: For Security Fee applicable to container cargo, see [ITEM 434](#).

534

CONTAINER STORAGE
(Effective: July 1, 2019)

Storage charges on containers held in excess of free time shall be as follows:

Specifications

EMPTY

Container	Less Than 21' in Length	Per 15-day period or Fraction Thereafter	\$22.00	Per Container
	Over 21' in Length	Per 15-day period or Fraction Thereafter	\$35.00	Per Container

LOADED

Container	Any Size	Per 15-day period or Fraction Thereafter	\$2.50	Per Container
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Terminal Tariff 5-A

SECTION SIX – FOREIGN TRADE ZONE NO. 249

600	ROLE OF THEPORT OF PENSACOLA (Effective: July 1, 2019 , October 1, 2024)		
	The Port of Pensacola is a designated site within Foreign Trade Zone No. 249 (FTZ #249). Grantee authority for FTZ #249 is through the Pensacola-Escambia Development Commission (PEDC), which resides in the offices of the Escambia County Commission, Office of the County Administrator, 221 Palafox Place, Suite 420, Pensacola, FL 32502; telephone: (850) 595-4947. 4121 Jerry L Maygarden Rd, Pensacola, FL 32504; Telephone: (850) 433-3205		
602	SITE DESCRIPTIONS (Effective: September 15, 2005)		
	All sites within Foreign Trade Zone #249 are designated as General Purpose Zone Sites unless otherwise specified.		
	SITE#	LOCATION	DESCRIPTION
	1	PORT OF PENSACOLA	The entire 50-acre commercial port area owned by the City of Pensacola, excluding approximately 10 acres of dredge disposal site currently owned by the US Army Corps of Engineers.
	2	PENSACOLAINTERNATIONAL AIRPORT	The entire 1,400-acre airport site.
	3	PENSACOLA SHIPYARD	The entire 70-acre complex, configured for marine waterfront industrial use and zoned M-2 (Heavy Industrial) by the City of Pensacola.
	4	SPRUCE STREETINDUSTRIAL WAREHOUSE	9.7 acres of the former Florida Drum Corp. manufacturing and warehouse facility, zoned ID-2 (Heavy Industrial) by Escambia County.
	5	CENTURYINDUSTRIAL PARK	140-acre industrial park in northern Escambia County approximately 45miles from the City of Pensacola, zoned industrial/mixed use by the City of Century.
604	ZONESCHEDULE INCORPORATED BY REFERENCE (Effective: September 15, 2005)		
	The schedule of charges, rates, rules and regulations applicable at FTZ #249, as administered by the PEDC, is incorporated herein, in its entirety, by reference. As a designated site within FTZ #249, the Port of Pensacola and all FTZ program participants operating within or utilizing activated FTZ facilities at the Port of Pensacola are subject to all provisions of said schedule.		
606	OPERATOR REQUIRED (Effective: September 15, 2005)		

	The Port of Pensacola serves as a facilitator and provider of facilities only in the FTZ program and, therefore, does not serve as the Operator of its FTZ site. All users of activated FTZ areas at the Port of Pensacola are required to designate a qualified zone Operator to manage cargo flows, documentation, reporting requirements and to ensure compliance with all rules, regulations, policies and procedures of the Port of Pensacola, FTZ #249, the US Foreign-Trade Zones Board, US Customs Service (or any successor thereto) and all other relevant local, state and federal regulatory agencies. Users may elect to become designated as their own Operator or may designate an existing Operator for this purpose, provided that, in either case, such designee is qualified under the rules and regulations of FTZ #249, the US Foreign-Trade Zones Board and the US Customs Service (or any successor thereto).
608	PAYMENT OF CHARGES (Effective: September 15, 2005) With the exception of any site annual fee as established by the PEDC as Grantee of FTZ #249, all fees, charges, rates and assessments levied by the PEDC, the US Foreign-Trade Zones Board, and/or the US Customs Service (or any successor thereto) related to FTZ program participation and operations shall be the responsibility of the User, either directly or through his designated Operator. In the case of fees, charges, rates and assessments billed to the account of the Port of Pensacola, the Port shall through-bill all amounts at actual cost to the appropriate User with such through bills to be subject to the standard payment terms of the Port of Pensacola as expressed in ITEM 246 of this Tariff.

Terminal Tariff 5-A

APPENDIX A– STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT

SECTION I	STEVEDORE LICENSE/FREIGHT HANDLING PERMIT GENERAL (Effective: January 15, 2015)
	No person, firm, corporation or other business entity shall operate as or carry on business of a stevedore or freight handler on Port facilities or on facilities otherwise controlled by the City of Pensacola, Florida unless and until such person, firm, corporation or other business entity shall first have obtained from the Port of Pensacola a license or permit issued authorizing such stevedore or freight handling activity. As used herein “stevedore” includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary expertise to load and unload said commercial cargo vessels and/or barges. General-license stevedores are automatically dually licensed as both a stevedore and freight handler. As used herein “freight handler” refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physically loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges. Terminal lessees are not required to obtain a Freight Handling Permit. They must however, if engaged in stevedore activities, obtain a Stevedore Franchise License. Each Stevedore License or Freight Handling Permit issued by the City of Pensacola shall be <u>non-exclusive</u> basis and no licensee or permittee has any right to serve as the sole provider of the licensed or permitted service or to any other type of exclusivity.
SECTION II	STEVEDORE LICENSE/FREIGHT HANDLING PERMIT APPLICATION POLICY (Effective: January 15, 2015)
	1. Application for license with accompanying fee shall be submitted to the Port Director. Licensing and permit fees are specified in Section V of this item. New applications may be submitted and new licenses or permits may be issued at any time during the calendar year. 2. Each applicant for a Stevedore License or Freight Handling Permit must furnish a bond or letter of credit in the penal sum of Ten Thousand Dollars (\$10,000.00) payable to the City of Pensacola which shall guarantee the licensee or permittee proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each licensee or permittee must file a Certificate of Insurance evidencing insurance coverage in the form and amounts as prescribed in the Port of Pensacola’s Terminal Tariff No. 5-A (or any revisions or reissues thereof or successors thereto): ITEM 241a, “Insurance;” ITEM 241c, “Stevedore and Freight Handling Insurance;” and Section VII of Appendix A.

	3. Cancellation of insurance or aforementioned bond or letter of credit shall be grounds for the immediate revocation of License or Permit.
SECTION III	STEVEDORE LICENSE/FREIGHT HANDLING PERMIT CONSIDERATION (Effective: September 15, 2015)
	The Port Director will review the completed application and may require the applicant to furnish any additional information deemed appropriate. The Port Director may require a personal interview with the applicant or the applicant's officers if deemed necessary. The Port Director will consider the applicant's trustworthiness; competency; financial responsibility; previous experience; whether or not the issuance of the Stevedore License or Freight Handling Permit is desirable for the productive operation of the Port of Pensacola, having specific regard for the commitment to promote commerce, generate economic activity and create employment opportunities; any new business for the Port of Pensacola which the applicant will attract; any specialized equipment or expertise for handling cargo owned by or available to the applicant; and any other pertinent information.
SECTION IV	STEVEDORE LICENSE/FREIGHT HANDLING PERMIT ISSUANCE (Effective: January 15, 2015)
	<u>Stevedore License (original issue)</u> 1. If the applicant is qualified under the criteria established in Section II above, the Port Director may issue a Stevedore License. 2. Notice of the issuance of a Stevedore License by the Port Director will be filed immediately in the Office of the City Clerk where it will be available for public inspection. 3. The Port Director will send notice of the issuance to the applicant of the Stevedore License, which notice will inform the applicant of the right of any person aggrieved by the decision of the Port Director to appeal to the Mayor of the City of Pensacola and subsequently to the Pensacola City Council in accordance with the process outlined elsewhere herein. Notice of the issuance of the Stevedore License will be advertised in a general-circulation newspaper and by letter to those parties that, in the estimation of the Port Director may have cause to be aggrieved. The Stevedore License issued by the Port Director will become effective 14 days after issuance and is not subject to suspension or revocation except as specifically provided for in this Policy. 4. Any person aggrieved by the decision of the Port Director may appeal to the Mayor of the City of Pensacola by filing a written notice of appeal in the office of the City Clerk within 14 days after the date notice of issuance-decision was sent to the applicant. The notice of appeal shall set forth a short and plain statement alleging the reasons why the Port Director's decision was not in compliance with the provisions of this Policy. The City Clerk shall refer to the appeal for a hearing and action by the Mayor. In the event of grievance filed, the effective date of license will be suspended until such date as the Mayor may make a ruling in the matter. 5. The Mayor will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decision of the Port Director within 30 days of the filing of the notice of appeal.

6. Upon completion of the Mayoral appeal process outlined above, the aggrieved party may elect to further appeal to the Pensacola City Council by filing a written notice of final appeal in the Office of the City Clerk within 14 days after the date of issuance of the Mayor's appeal decision. The notice of final appeal shall set forth a short and plain statement alleging the reasons why the Port Director's and Mayor's decisions were not in compliance with the provisions of this policy. The City Clerk shall refer to the appeal for a hearing and action by the City Council. In the event of grievance filed, the effective date of license will be suspended until such date as City Council may make a ruling in the matter.
7. City Council will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decisions of the Port Director and Mayor at the next scheduled regular meeting of City Council following receipt of the notice of final appeal.

Freight Handling Permit (original issue)

1. If the applicant is qualified under the criteria established in [Sections II](#) and [III](#), the Port Director may issue a Freight Handling Permit.
2. Notice of the issuance of a Freight Handling Permit by the Port Director shall be filed immediately in the Office of the City Clerk where it shall be available for public inspection.
3. The process for appealing Freight Handling Permit application decisions is the same as outlined in items 4 through 7 above.

The acceptance of a Stevedore License or Freight Handling Permit shall signify the consent of the licensee or permittee to be governed by the rules and regulations published in the Port of Pensacola Terminal Tariff filed electronically on the Port of Pensacola's website (www.portofpensacola.com) in accordance with the provisions of the Ocean Shipping Reform Act of 1998.

Each firm licensed under the Stevedore License or Freight Handling Permit in accordance with the provisions with this Policy is required, as a condition of the License or Permit, to establish a local telephone number for the purpose of communicating with representatives of the Port of Pensacola and/or prospective business clients.

**SECTION
V**

**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT
FEES
(Effective: July 1, 2019)**

A separate License or Permits required for each category of business.

Stevedore License Fee

Initial Processing Fee or Reinstatement Fee (When License is Revoked)	\$5,000.00
Annual Renewal Fee	\$1,000.00

Freight Handling Permit Fee

Initial Processing Fee or Reinstatement Fee (When License is Revoked)	\$2,500.00
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	Annual Renewal Fee	\$ 750.00
SECTION VI	STEVEDORE LICENSE AND FREIGHT HANDLING PERMIT RENEWAL APPLICATION POLICY (Effective: January 15, 2015)	
	1. All applications for renewal shall be submitted to the Port Director at least 45 days prior to the expiration date of the License or Permit and shall be accompanied by the Annual Renewal Fee as applicable under Section V in this item. Upon receipt of the application for renewal, the Port Director shall review the licensee or permittee past performance; financial condition; tonnage contracted or sub-contracted; and such other matters as the Port Director deems appropriate. The Port Director may issue a renewal so that the applicant meets existing criteria. If the Port Director fails to grant a renewal, a public hearing before the Pensacola City Council may be held to appeal the renewal denied, if requested by the applicant. 2. The City Manager may revoke any Stevedore License or Freight Handling Permit after due notice if he finds misconduct, neglect of duty or other cause or complaint sufficient, in his opinion, to justify such revocation. In each instance, the licensee or permittee shall be granted a public hearing before Pensacola City Council, if so desired. 3. No Stevedore License or Freight Handling Permit shall be transferred or assigned or otherwise used by any person other than the named Licensee or Permittee without written approval by the City Manager in advance. All applications for transfer or assignment shall be submitted to the City Manager. Prospective transferee shall provide to the City Manager an application and other information as he may request. Any person, firm, corporation or other business entity acquiring a Stevedore License or Freight Handling Permit shall demonstrate proof of being trustworthy, ready, willing and able to perform stevedore or freight handling services and shall comply with the applicable provisions of this Policy. All license and permit holders shall report any change in names and addresses of individuals and/or firms in writing to the Port Director. Any change in ownership involving more than 20% ownership in a Stevedore License or Freight Handling Permit shall be reported to the Port Director within 30 days.	
SECTION VII	STEVEDORE LICENSE AND FREIGHT HANDLING INSURANCE (Effective: January 15, 2015) (C)	
	Upon Application of Stevedore License and Freight Handling Permit under Port of Pensacola's Terminal Tariff No. 5-A ITEM 241a "Insurance" and ITEM 241c "Stevedore and Freight Handler Insurance," the applicant shall furnish a bond or letter-of-credit in the penal sum of Ten Thousand Dollars (\$10,000.00) payable to the City of Pensacola which shall guarantee the applicant's proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each applicant shall file a Certificate of Insurance evidencing insurance coverage in the form and amounts as delineated below. Applicable to both Stevedore Licenses and Handling Permits except as noted:	
	<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
	Workman's Compensation	Statutory
	Longshore and Harbor Workers	Statutory*

	Stevedore Legal Liability (With City of Pensacola Listed as an <u>Additional Insured</u>)	\$ 500,000.00
	Employer's Liability	\$ 500,000.00
	Automobile	\$1,000,000.00**
	Commercial General Liability (With City of Pensacola Listed as an <u>Additional Insured</u>)	\$1,000,000.00
	Performance Bond/Letter of Credit	\$ 10,000.00
	Umbrella Coverage	To make up the difference between the policy limits of underlying policies and the total amount of coverage required.
NOTES	* Not Required for Freight Handling Permit	
	** Combined Single Limit Bodily Injury and Property Damage	
	Such policy or policies shall contain a clause stating that the Insurer will not cancel or change such insurance without first giving the City of Pensacola/Port of Pensacola thirty (30) days prior written notice of intent to so cancel or change. A copy of such policy or policies of insurance, or certificates of insurance so furnished shall certify that the policy or policies comply with the requirements thereof. Under the General Liability section, policy must show Port of Pensacola/City of Pensacola as additional insured. The Stevedore Franchisee/Freight Handler shall also indemnify and hold harmless the City of Pensacola/Port of Pensacola, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents from any and claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury , property damage, including loss of use of property, or demurrage, and reasonable attorney's fees directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations whether arising solely out of the negligence of Stevedore Franchisee/freight Handler or not. This obligation shall not be limited by, or in any way, to any insurance coverage or by any provision in exclusion or omission from any policy of insurance. The Stevedore Franchisee/Freight Handler also agrees to pay on behalf of the City of Pensacola/Port of Pensacola, as well as provide a legal defense for the City of Pensacola/Port of Pensacola, both of which will be done only if and when requested by the City of Pensacola/Port of Pensacola, for all claims as described in the above paragraph. Such payment on the behalf of the City of Pensacola/Port of Pensacola shall be in addition to any and all other legal remedies available to the City of Pensacola/Port of Pensacola and shall not be considered to be the City of Pensacola/Port of Pensacola's exclusive remedy. Cancellation of insurance or aforementioned bond or letter-of-credit shall be grounds for immediate revocation of Stevedore License or Freight Handling Permit.	

APPLICATION – STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT
(Effective: July 1, 2019)

1.	APPLICANT:			
2.	LOCAL MAILING ADDRESS:			
3.	MAILING ADDRESS OF CORPORATE HEADQUARTERS:			
4.	FORM OF BUSINESS ENTITY: (Check One)	☐ Corporation ☐ Partnership ☐ Proprietorship		
5.	STATE OF INCORPORATION:		DATE OF INCORPORATION:	
6.	FLORIDA RESIDENT AGENT And ADDRESS:			
7.	TYPE OF LICENSE APPLIED FOR: (Check One)	☐ Stevedore Franchise ☐ Freight Handling Permit		
8.	Has applicant ever been refused a Stevedore Franchise, Freight Handling Permit, or Bond?	☐ Yes ☐ No		
9.	List previous business history, including dates and locations: (Use Additional Sheets if Necessary)			
	<u>Date</u>	<u>Previous Business History</u>	<u>Locations</u>	
10.	List names and addresses of all officers, directors, and stockholders of the corporation. If said firm is sole proprietorship or partnership, list principles and their addresses and percentage of ownership: (Use Additional Sheets if Necessary)			
	<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>% of Ownership</u>
11.	Has officer, director, stockholder, or partner of Applicant ever been convicted of a felony or entered a plea of nolo contendere? If so, explain:			☐ Yes ☐ No
12.	List advantages you believe your company can bring to the Port of Pensacola:			

13.	In support of this Application, please provide the following documents: Ownership or availability of equipment essential to the performance of proffered service, and; 1. Insurance Certificates with City of Pensacola as additional insured (non-cancelable without 30 days' notice): <table border="1"> <thead> <tr> <th></th> <th>TYPE</th> <th>MINIMUM</th> </tr> </thead> <tbody> <tr> <td>☐</td> <td>Worker's Compensation Insurance</td> <td>Statutory</td> </tr> <tr> <td>☐</td> <td>Longshoreman & Harbor Works Act (Not Required for Freight Handling Permit)</td> <td>Statutory</td> </tr> <tr> <td>☐</td> <td>Employer's Liability Insurance (Including Jones Act)</td> <td>\$ 500,000</td> </tr> <tr> <td>☐</td> <td>Stevedore's Legal Liability</td> <td>\$ 500,000</td> </tr> <tr> <td>☐</td> <td>Commercial General Liability (Combined Single Limit Bodily Injury & Property Damage)</td> <td>\$1,000,000</td> </tr> <tr> <td>☐</td> <td>Umbrella (To make up the difference between the policy limits of underlying policies and the total amount of coverage required)</td> <td></td> </tr> <tr> <td colspan="2">2. Performance Bond or Letter of Credit</td> <td>\$ 10,000</td> </tr> <tr> <td colspan="3">3. Enclose check for applicable license:</td> </tr> <tr> <th></th> <th>TYPE</th> <th>AMOUNT</th> </tr> <tr> <td>☐</td> <td>Stevedore Franchise License Initial Application or Reinstatement</td> <td>\$5,000.00</td> </tr> <tr> <td>☐</td> <td>Stevedore Franchise License Renewal</td> <td>\$1,000.00</td> </tr> <tr> <td>☐</td> <td>Freight Handling Permit Initial Application or Reinstatement</td> <td>\$2,500.00</td> </tr> <tr> <td>☐</td> <td>Freight Handling Permit Renewal</td> <td>\$ 750.00</td> </tr> <tr> <td colspan="3">4. Financial Statements – Last two (2) years; Audited Preferred</td> </tr> </tbody> </table>					TYPE	MINIMUM	☐	Worker's Compensation Insurance	Statutory	☐	Longshoreman & Harbor Works Act (Not Required for Freight Handling Permit)	Statutory	☐	Employer's Liability Insurance (Including Jones Act)	\$ 500,000	☐	Stevedore's Legal Liability	\$ 500,000	☐	Commercial General Liability (Combined Single Limit Bodily Injury & Property Damage)	\$1,000,000	☐	Umbrella (To make up the difference between the policy limits of underlying policies and the total amount of coverage required)		2. Performance Bond or Letter of Credit		\$ 10,000	3. Enclose check for applicable license:				TYPE	AMOUNT	☐	Stevedore Franchise License Initial Application or Reinstatement	\$5,000.00	☐	Stevedore Franchise License Renewal	\$1,000.00	☐	Freight Handling Permit Initial Application or Reinstatement	\$2,500.00	☐	Freight Handling Permit Renewal	\$ 750.00	4. Financial Statements – Last two (2) years; Audited Preferred		
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14.	Please write a narrative explaining as to why the Applicant is qualified to hold a Stevedore Franchise or Freight Handling Permit with the Port of Pensacola (Attach as a Separate Piece of Paper).																																																
15.	If Applicant is owned by a holding company, list names and addresses of all officers stockholders and directors of the holding company and percentage of ownership. <table border="1"> <thead> <tr> <th>Position</th> <th>Name</th> <th>Address</th> <th>% of Ownership</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Position	Name	Address	% of Ownership																																									
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16.	Does Applicant have any affiliated or subsidiary companies? If so, please list:		☐ Yes ☐ No																																														
	<u>Company Name:</u>		<u>Address:</u>																																														

17.	Provide any other information which Applicant thinks might be of value to the Port Director regarding this application (Use Separate Piece of Paper if Necessary).	
18.	Rules and Regulations Governing Stevedore/Freight Handling Operations at Port of Pensacola.	
	1.	The Stevedore Franchisee/Freight Handler shall exercise care in the performance of its operations in order to prevent injury or death to any person or damage or loss of property.
	2.	The Stevedore Franchisee/Freight Handler shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.
	3.	The Stevedore Franchisee/Freight Handler shall conduct its business with all necessary labor and equipment and ensure efficient and expeditious handling practices or vessel loading and discharging operations, including the appointment of at least one qualified supervisor to be present at all times while vessels are loading or unloading. In addition to the qualified supervisor, at least one responsible officer or official representative (with authority to make all operating decisions concerning the stevedoring of vessels at the PORT OF PENSACOLA shall be available for contact by the Port at all times.
	4.	The Stevedore Franchisee/Freight Handler shall cooperate fully with the Port in all respects by: a) Advising in advance concerning the type of vessel to be loaded or unloaded; the estimated quantity of cargo to be loaded or unloaded; any special problems known in advance; b) Determining the equipment needed for the operation, and; c) Coordinating the sequence and timing of handling or loading/unloading operations for the convenience and efficiency of the PORT OF PENSACOLA;
	5.	The Stevedore Franchisee/Freight Handler shall promptly restore terminal working areas to a safe and orderly condition upon completion of handling or stevedoring operations.
	6.	The Stevedore Franchisee/Freight Handler shall comply with all rules and regulations contained in the PORT OF PENSACOLA Terminal Tariff No. 5-A and any revisions or re-issues thereof.
	7.	The Stevedore Franchisee/Freight Handler shall observe and operate in accordance with all laws, ordinances, rules and regulations applicable in any area within the jurisdictional limits of the CITY OF PENSACOLA. Additionally, the Stevedore Franchisee/Freight Handler shall conduct, observe, operate and comply with rules and regulations promulgated by the Port Director with respect to activities on Port property including, but not limited to: a) Parking or driving; b) Operation of heavy equipment and protection of property, and; c) Servicing or repairing equipment;

8.	The Stevedore Franchisee/Freight Handler shall furnish Certificates of Insurance evidencing continuous coverage as delineated in ITEM 241a , ITEM 241c , and Section VII of Appendix A of this Tariff.
9.	In the event the PORT OF PENSACOLA furnishes equipment for the exclusive use of the Stevedore Franchisee/Freight Handler (subject to conditions, availability and charges), such equipment shall be under the direction and control of the Stevedore Franchisee/Freight Handler and the Stevedore Franchisee/Freight Handler is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment except to the extent that such injuries or damages arise directly out of proven negligence by the PORT OF PENSACOLA. It is incumbent upon the Stevedore Franchisee/Freight Handler to make a thorough inspection and satisfy itself as to the physical condition and capacity of the equipment, as well as the competency of the operator, if any; there being no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
10.	It is agreed that all such equipment will be properly used by the Stevedore Franchisee/Freight Handler and not subject to abuse or more-than-normal wear and tear. If there is any such abuse or more-than-normal wear and tear, the Stevedore Franchisee/Freight Handler shall pay for the damage to such equipment.
11.	Upon conclusion of the period of use, all such equipment shall be returned to the PORT OF PENSACOLA in the same condition as when received, normal wear and tear expected.
12.	It shall be incumbent upon the Stevedore Franchisee/Freight Handler to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy itself that these are safe places for the access and the work to be performed. There is no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
13.	It is understood and agreed that Stevedore Franchisee/Freight Handler will defend, indemnify and hold harmless the City of Pensacola/Port of Pensacola for any and all demurrage and/or detention charges, including costs or attorney's fees, arising out of its freight-handling operations at the Port.

STATEMENT OF UNDERSTANDING

I attest that all information provided in this application is true and accurate to the best of my knowledge. Furthermore, I attest that I have read, understood and agree to be bound by all applicable sections of the Port of Pensacola Tariff No. 5-A and all its revisions and amendments, with particular attention to those items dealing directly with Stevedoring/Freight Handling operations.

Agreed to this _____ day of 20_____.

BY: _____
(Authorized Representative – Notarized Signature Required)

(Name of Firm)

Receipt Acknowledged:

(Port Director or Authorized Representative)

(Date)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-863

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH BILL BOND SPORTS LEAGUE, INC., FOR THE USE OF ROGER SCOTT BASEBALL FIELD

RECOMMENDATION:

That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Bill Bond Sports League, Inc., for the use of Roger Scott Baseball Field to establish the terms and responsibilities of both parties as to the use of the Roger Scott Baseball Field for conducting a youth baseball program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease 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:

This request is to allow the Mayor to enter into a field use lease agreement with Youth Sports Organizations to conduct youth sports programs which will promote positive physical, mental, and social development of participating youths.

This Youth Sports Organization Field Use Lease Agreement with the City of Pensacola details the roles and responsibilities of both the City of Pensacola and the Youth Sports Organization. The Youth Sports Organization Field Use Lease Agreement shall be for a period ending December 31, 2024. Youth Sports Organization agrees to pay the City of Pensacola \$10 per playing child per season and provide a roster of all youths participating in the program along with full payment no later than thirty (30) days after the season begins.

PRIOR ACTION:

March 23, 2023 - City Council approved the City of Pensacola Youth Sports Organization Field Use Lease Agreement with Bill Bond Sports League, Inc., for the use of Roger Scott Baseball Field.

FUNDING:

N/A

FINANCIAL IMPACT:

Financial impact unknown at this time. However, the Parks and Recreation Department will receive their portion of fees, to be collected after the season. Funds received will be accounted for in the Recreation Fund.

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

Amy Miller, Interim City Administrator
Ben Heistein, Parks and Recreation Director
Tonya Byrd, Assistant Parks and Recreation Director

ATTACHMENTS:

1. Bill Bond Sports League, Inc., Youth Sports Organization Field Use Agreement
2. Affidavit Regarding the Use of Coercion for Labor and Services
3. REVISED - Bill Bond Sports League, Inc., Youth Sports Organization Field Use Agreement

PRESENTATION: No

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of, April, 3 2024 by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and **Bill Bond Sports League, Inc.** (the “Lessee”), a Florida not-for-profit corporation whose mailing address is **P.O. Box 10869, Pensacola, Florida 32514.**

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 2130 Summit Blvd Pensacola, FL 32504, known as Roger Scott Baseball Field Lessor and Lessee mutually agree for Lessee to utilize **Roger Scott Baseball Field** (as specified, the “Property”) for conducting a youth football program (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on December 31, 2024. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per paying child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

5. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

CONCESSIONS: Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must comply with all applicable ordinances and health regulations. Lessor is responsible for all

repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

6. CONDITIONS OF USE

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

7. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

9. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

10. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

11. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

12. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

13. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

15. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

16. PUBLIC RECORDS

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: 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 Lessee agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

19. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 City Hall 222 West Main Street Pensacola, FL 32502

Lessee: **Bill Bond Sports League, Inc.**
 Attn: Stephen Clarke
 P.O. Box 10869, Pensacola, Florida 32514.
 850-637-4233
 president@billbond.org

20. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

21. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

22. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

24. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

25. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

26. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

Bill Bond Sports League, Inc.

CITY OF PENSACOLA, FLORIDA

Stephen Clarke, President

D.C. Reeves, Mayor

Printed Name and Title of above signature.

Printed Name and Title of above signature.

Date: _____

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to Substance:

Ben Heistein, Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

INSURANCE AND INDEMNIFICATION

ATTACHMENT B

GENERAL

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

COVERAGE

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

Worker's Compensation

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

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

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

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within

the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

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

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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

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

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

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

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

Florida Statute 787.06

(2)(a) "Coercion" means:

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

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

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

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

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of, April, 3 2024 by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and **Bill Bond Sports League, Inc.** (the “Lessee”), a Florida not-for-profit corporation whose mailing address is **P.O. Box 10869, Pensacola, Florida 32514.**

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 2130 Summit Blvd Pensacola, FL 32504, known as Roger Scott Baseball Field Lessor and Lessee mutually agree for Lessee to utilize **Roger Scott Baseball Field** (as specified, the “Property”) for conducting a youth football program (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on December 31, 2024. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per playing child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

5. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

CONCESSIONS: Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must comply with all applicable ordinances and health regulations. Lessor is responsible for all

repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

6. CONDITIONS OF USE

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

7. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

9. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

10. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

11. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

12. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

13. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

15. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

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The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: 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 Lessee agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

19. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 City Hall 222 West Main Street Pensacola, FL 32502

Lessee: **Bill Bond Sports League, Inc.**
 Attn: Stephen Clarke
 P.O. Box 10869, Pensacola, Florida 32514.
 850-637-4233
 president@billbond.org

20. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

21. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

22. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

24. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

25. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

26. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

Bill Bond Sports League, Inc.

CITY OF PENSACOLA, FLORIDA

Stephen Clarke, President

D.C. Reeves, Mayor

Printed Name and Title of above signature.

Printed Name and Title of above signature.

Date: _____

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to Substance:

Ben Heistein, Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

INSURANCE AND INDEMNIFICATION

ATTACHMENT B

GENERAL

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

COVERAGE

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

Worker's Compensation

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

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

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

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within

the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

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

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-867

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH EAST PENSACOLA STUDENT ATHLETE PROGRAM FOR THE USE OF BILL GREGORY BASEBALL FIELD

RECOMMENDATION:

That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with East Pensacola Student Athlete Program, for the use of Bill Gregory Baseball Field to establish the terms and responsibilities of both parties as to the use of the Bill Gregory Baseball Field for conducting a youth baseball program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease 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:

This request is to allow the Mayor to enter into a field use lease agreement with Youth Sports Organizations to conduct youth sports programs which will promote positive physical, mental, and social development of participating youths.

This Youth Sports Organization Field Use Lease Agreement with the City of Pensacola details the roles and responsibilities of both the City of Pensacola and the Youth Sports Organization. The Youth Sports Organization Field Use Lease Agreement shall be for a period ending December 31, 2024. Youth Sports Organization agrees to pay the City of Pensacola \$10 per playing child per season and provide a roster of all youths participating in the program along with full payment no later than thirty (30) days after the season begins.

PRIOR ACTION:

March 23, 2023 - City Council approved the City of Pensacola Youth Sports Organization Field Use Lease Agreement with East Pensacola Student Athlete Program, for the use of Bill Gregory Baseball Field.

FUNDING:

N/A

FINANCIAL IMPACT:

Financial impact unknown at this time. However, the Parks and Recreation Department will receive their portion of fees, to be collected after the season. Funds received will be accounted for in the Recreation Fund.

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

Amy Miller, Interim City Administrator
Ben Heistein, Parks and Recreation Director
Tonya Byrd, Assistant Parks and Recreation Director

ATTACHMENTS:

1. East Pensacola Student Athlete Program Youth Sports Organization Field Use Agreement
2. Affidavit Regarding the Use of Coercion for Labor and Services
3. REVISED - East Pensacola Student Athlete Program Youth Sports Organization Field Use Agreement

PRESENTATION: No

CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of, April, 3 2024 by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and **East Pensacola Student Athlete Program** (the “Lessee”), a Florida not-for-profit corporation whose mailing address is **2400 Dr. Martin Luther King Jr. Drive, Pensacola, Florida 32503**

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 150 North W Street Pensacola, FL 32505 , known as Bill Gregory Lessor and Lessee mutually agree for Lessee to utilize **Bill Gregory** (as specified, the “Property”) for conducting a youth football program (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on December 31, 2024. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per paying child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

5. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

CONCESSIONS: Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must comply with all applicable ordinances and health regulations. Lessor is responsible for all

repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

6. CONDITIONS OF USE

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

7. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

9. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

10. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

11. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

12. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

13. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

15. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

16. PUBLIC RECORDS

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: 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 Lessee agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

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All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 City Hall 222 West Main Street Pensacola, FL 32502

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 Attn: Kendrick Johnson
 2400 Dr. Martin Luther King Jr. Drive, Pensacola, Florida 32503.
 850-512-9388
 epsap@yahoo.com

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This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

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If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

22. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

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25. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

26. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

East Pensacola Student Athlete Program

CITY OF PENSACOLA, FLORIDA

Kendrick Johnson, President

D.C. Reeves, Mayor

Printed Name and Title of above signature.

Printed Name and Title of above signature.

Date: _____

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to Substance:

Ben Heistein, Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

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PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
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PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

INSURANCE AND INDEMNIFICATION

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GENERAL

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If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

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Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within

the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

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

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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

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

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

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

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

Florida Statute 787.06

(2)(a) "Coercion" means:

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

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

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

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

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of, April, 3 2024 by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and **East Pensacola Student Athlete Program** (the “Lessee”), a Florida not-for-profit corporation whose mailing address is **2400 Dr. Martin Luther King Jr. Drive, Pensacola, Florida 32503**

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 150 North W Street Pensacola, FL 32505 , known as Bill Gregory Lessor and Lessee mutually agree for Lessee to utilize **Bill Gregory** (as specified, the “Property”) for conducting a youth football program (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on December 31, 2024. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per playing child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

5. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

CONCESSIONS: Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must comply with all applicable ordinances and health regulations. Lessor is responsible for all

repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

6. CONDITIONS OF USE

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

7. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

9. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

10. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

11. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

12. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

13. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

15. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

16. PUBLIC RECORDS

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: 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 Lessee agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

19. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 City Hall 222 West Main Street Pensacola, FL 32502

Lessee: **East Pensacola Student Athlete Program**
 Attn: Kendrick Johnson
 2400 Dr. Martin Luther King Jr. Drive, Pensacola, Florida 32503.
 850-512-9388
 epsap@yahoo.com

20. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

21. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

22. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

24. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

25. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

26. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

East Pensacola Student Athlete Program

CITY OF PENSACOLA, FLORIDA

Kendrick Johnson, President

D.C. Reeves, Mayor

Printed Name and Title of above signature.

Printed Name and Title of above signature.

Date: _____

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to Substance:

Ben Heistein, Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

INSURANCE AND INDEMNIFICATION

ATTACHMENT B

GENERAL

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

COVERAGE

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

Worker's Compensation

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

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

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

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within

the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

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

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-871

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH SOUTHERN YOUTH SPORTS ASSOCIATION FOR THE USE OF LEGION FIELD

RECOMMENDATION:

That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Southern Youth Sports Association for the use of Legion Field to establish the terms and responsibilities of both parties as to the use of the Legion Field for conducting a youth football program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease 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:

This request is to allow the Mayor to enter into a field use lease agreement with Youth Sports Organizations to conduct youth sports programs which will promote positive physical, mental, and social development of participating youths.

This Youth Sports Organization Field Use Lease Agreement with the City of Pensacola details the roles and responsibilities of both the City of Pensacola and the Youth Sports Organization. The Youth Sports Organization Field Use Lease Agreement shall be for a period ending December 31, 2024. Youth Sports Organization agrees to pay the City of Pensacola \$10 per playing child per season and provide a roster of all youths participating in the program along with full payment no later than thirty (30) days after the season begins.

PRIOR ACTION:

April 27, 2023 - City Council approved the City of Pensacola Youth Sports Organization Field Use Lease Agreement with Southern Youth Sports Association for the use of Legion Field.

FUNDING:

N/A

FINANCIAL IMPACT:

Financial impact unknown at this time. However, the Parks and Recreation Department will receive their portion of fees, to be collected after the season. Funds received will be accounted for in the Recreation Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Ben Heistein, Parks and Recreation Director
Tonya Byrd, Assistant Parks and Recreation Director

ATTACHMENTS:

1. Southern Youth Sports Association Youth Sports Organization Field Use Agreement
2. Affidavit Regarding the Use of Coercion for Labor and Services
3. REVISED - Southern Youth Sports Association Youth Sports Organization Field Use Agreement

PRESENTATION: No

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of, ___ October 19th, 2024 _____ by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and **Southern Youth Sports Association** (the “Lessee”), a Florida not-for-profit corporation whose mailing address is **1320 West Gregory Street, Pensacola, Florida 32502**.

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 1301 West Gregory Street Pensacola, FL 32502, known as Legion Field Lessor and Lessee mutually agree for Lessee to utilize **Legion Field** (as specified, the “Property”) for conducting a youth football program (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on December 31, 2024. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per paying child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

5. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

CONCESSIONS: Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must comply with all applicable ordinances and health regulations. Lessor is responsible for all

repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

6. CONDITIONS OF USE

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

7. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

9. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

10. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

11. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

12. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

13. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

15. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

16. PUBLIC RECORDS

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: 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 Lessee agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

19. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 City Hall 222 West Main Street Pensacola, FL 32502

Lessee: **Southern Youth Sports Association**
 Attn: Lumon May
 1320 West Gregory Street, Pensacola, Florida 32502.
 850-723-9087
 lumonmay@bellsouth.net

20. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

21. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

22. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

24. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

25. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

26. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

Southern Youth Sports Association

Lumon May, President

Printed Name and Title of above signature.

Date: _____

CITY OF PENSACOLA, FLORIDA

D.C. Reeves, Mayor

Printed Name and Title of above signature.

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to Substance:

Ben Heistein, Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

INSURANCE AND INDEMNIFICATION

ATTACHMENT B

GENERAL

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

COVERAGE

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

Worker's Compensation

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

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

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

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within

the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

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

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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

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

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

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

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

Florida Statute 787.06

(2)(a) "Coercion" means:

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

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

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

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

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of, ___ October 19th, 2024 _____ by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and **Southern Youth Sports Association** (the “Lessee”), a Florida not-for-profit corporation whose mailing address is **1320 West Gregory Street, Pensacola, Florida 32502**.

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 1301 West Gregory Street Pensacola, FL 32502, known as Legion Field Lessor and Lessee mutually agree for Lessee to utilize **Legion Field** (as specified, the “Property”) for conducting a youth football program (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on December 31, 2024. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per playing child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

5. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

CONCESSIONS: Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must comply with all applicable ordinances and health regulations. Lessor is responsible for all

repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

6. CONDITIONS OF USE

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

7. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

9. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

10. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

11. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

12. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

13. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

15. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

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The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

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Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: 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 Lessee agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

19. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 City Hall 222 West Main Street Pensacola, FL 32502

Lessee: **Southern Youth Sports Association**
 Attn: Lumon May
 1320 West Gregory Street, Pensacola, Florida 32502.
 850-723-9087
 lumonmay@bellsouth.net

20. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

21. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

22. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

24. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

25. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

26. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

Southern Youth Sports Association

Lumon May, President

Printed Name and Title of above signature.

Date: _____

CITY OF PENSACOLA, FLORIDA

D.C. Reeves, Mayor

Printed Name and Title of above signature.

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to Substance:

Ben Heistein, Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

INSURANCE AND INDEMNIFICATION

ATTACHMENT B

GENERAL

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

COVERAGE

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

Worker's Compensation

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

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

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

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within

the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

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

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-868

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH PENSACOLA YOUTH SOCCER, INC., FOR THE USE OF HITZMAN OPTIMIST SOCCER FIELD

RECOMMENDATION:

That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Pensacola Youth Soccer, Inc., for the use of Hitzman Optimist Soccer Fields to establish the terms and responsibilities of both parties as to the use of the Hitzman Optimist Soccer Field for conducting a youth soccer program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease 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:

This request is to allow the Mayor to enter into a field use lease agreement with Youth Sports Organizations to conduct youth sports programs which will promote positive physical, mental, and social development of participating youths.

This Youth Sports Organization Field Use Lease Agreement with the City of Pensacola details the roles and responsibilities of both the City of Pensacola and the Youth Sports Organization. The Youth Sports Organization Field Use Lease Agreement shall be for a period ending December 31, 2024. Youth Sports Organization agrees to pay the City of Pensacola \$10 per playing child per season and provide a roster of all youths participating in the program along with full payment no later than thirty (30) days after the season begins.

PRIOR ACTION:

April 27, 2023 - City Council approved the City of Pensacola Youth Sports Organization Field Use Lease Agreement with Pensacola Youth Soccer, Inc., for the use of Hitzman Optimist Soccer Field.

FUNDING:

N/A

FINANCIAL IMPACT:

Financial impact unknown at this time. However, the Parks and Recreation Department will receive their portion of fees, to be collected after the season. Funds received will be accounted for in the Recreation Fund.

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

Amy Miller, Interim City Administrator
Ben Heistein, Parks and Recreation Director
Tonya Byrd, Assistant Parks and Recreation Director

ATTACHMENTS:

1. Pensacola Youth Soccer Inc., Youth Sports Organization Field Use Agreement
2. Affidavit Regarding the Use of Coercion for Labor and Services
3. REVISED - Pensacola Youth Soccer Inc., Youth Sports Organization Field Use Agreement

PRESENTATION: No

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of, May 5, 2024 by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and **Pensacola Youth Soccer, Inc.** (the “Lessee”), a Florida not-for-profit corporation whose mailing address is **707 East Cervantes Street, Suite B #114, Pensacola, Florida 32501.**

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 3221 Langley Avenue Pensacola, FL 32504, known as Hitzman-Optimist Soccer Field. Lessor and Lessee mutually agree for Lessee to utilize **Hitzman-Optimist Soccer Field** (as specified, the “Property”) for conducting a youth football program (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on December 31, 2024. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per paying child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

5. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

CONCESSIONS: Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must

comply with all applicable ordinances and health regulations. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

6. CONDITIONS OF USE

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

7. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

9. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

10. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

11. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

12. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

13. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

15. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

16. PUBLIC RECORDS

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: 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 Lessee agrees

to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

19. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
c/o City Administrator
City Hall 222 West Main Street Pensacola, FL 32502

Lessee: **Pensacola Youth Soccer, Inc.**
Attn: Phil Nickinson
707 East Cervantes Street, Suite B #114, Pensacola, Florida 32501.
850-366-8764
phil@pensacolayouthsoccer.com

20. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

21. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

22. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

24. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

25. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

26. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

Pensacola Youth Soccer, Inc.

CITY OF PENSACOLA, FLORIDA

Phil Nickinson, President

D.C. Reeves, Mayor

Printed Name and Title of above signature.

Printed Name and Title of above signature.

Date: _____

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to Substance:

Ben Heistein, Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

INSURANCE AND INDEMNIFICATION

ATTACHMENT B

GENERAL

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

COVERAGE

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

Worker's Compensation

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

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

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

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within

the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

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

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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

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

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

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

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

Florida Statute 787.06

(2)(a) "Coercion" means:

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

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

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

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

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of, May 5, 2024 by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and **Pensacola Youth Soccer, Inc.** (the “Lessee”), a Florida not-for-profit corporation whose mailing address is **707 East Cervantes Street, Suite B #114, Pensacola, Florida 32501.**

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 3221 Langley Avenue Pensacola, FL 32504, known as Hitzman-Optimist Soccer Field. Lessor and Lessee mutually agree for Lessee to utilize **Hitzman-Optimist Soccer Field** (as specified, the “Property”) for conducting a youth football program (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on December 31, 2024. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per playing child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

5. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

CONCESSIONS: Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must

comply with all applicable ordinances and health regulations. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

6. CONDITIONS OF USE

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

7. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

9. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

10. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

11. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

12. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

13. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

15. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

16. PUBLIC RECORDS

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: 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 Lessee agrees

to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

19. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 City Hall 222 West Main Street Pensacola, FL 32502

Lessee: **Pensacola Youth Soccer, Inc.**
 Attn: Phil Nickinson
 707 East Cervantes Street, Suite B #114, Pensacola, Florida 32501.
 850-366-8764
 phil@pensacolayouthsoccer.com

20. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

21. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

22. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

24. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

25. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

26. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

Pensacola Youth Soccer, Inc.

CITY OF PENSACOLA, FLORIDA

Phil Nickinson, President

D.C. Reeves, Mayor

Printed Name and Title of above signature.

Printed Name and Title of above signature.

Date: _____

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to Substance:

Ben Heistein, Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

INSURANCE AND INDEMNIFICATION

ATTACHMENT B

GENERAL

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

COVERAGE

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

Worker's Compensation

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

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

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

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within

the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

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

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-870

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH NORTHEAST PENSACOLA WILDCATS FOOTBALL, INC., FOR THE USE OF ROGER SCOTT ATHLETIC COMPLEX MULTI PURPOSE FIELD

RECOMMENDATION:

That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with Northeast Pensacola Wildcats Football, Inc., for the use of Roger Scott Athletic Complex Multi Purpose Field to establish the terms and responsibilities of both parties as to the use of the Roger Scott Athletic Complex Multi Purpose Field for conducting a youth football program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease 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:

This request is to allow the Mayor to enter into a field use lease agreement with Youth Sports Organizations to conduct youth sports programs which will promote positive physical, mental, and social development of participating youths.

This Youth Sports Organization Field Use Lease Agreement with the City of Pensacola details the roles and responsibilities of both the City of Pensacola and the Youth Sports Organization. The Youth Sports Organization Field Use Lease Agreement shall be for a period ending December 31, 2024. Youth Sports Organization agrees to pay the City of Pensacola \$10 per playing child per season and provide a roster of all youths participating in the program along with full payment no later than thirty (30) days after the season begins.

PRIOR ACTION:

March 23, 2023 - City Council approved the City of Pensacola Youth Sports Organization Field Use Lease Agreement with Northeast Pensacola Wildcats Football, Inc., for the use of Roger Scott Athletic Complex Multi Purpose Field

FUNDING:

N/A

FINANCIAL IMPACT:

Financial impact unknown at this time. However, the Parks and Recreation Department will receive their portion of fees, to be collected after the season. Funds received will be accounted for in the Recreation Fund.

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

Amy Miller, Interim City Administrator
Ben Heistein, Parks and Recreation Director
Tonya Byrd, Assistant Parks and Recreation Director

ATTACHMENTS:

1. Northeast Penacola Wildcats Football, Inc., Youth Sports Organization Field Use Agreement
2. Affidavit Regarding the Use of Coercion for Labor and Services
3. REVISED - Northeast Penacola Wildcats Football, Inc., Youth Sports Organization Field Use Agreement

PRESENTATION: No

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of, ___ October 19th, 2024 _____ by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and **Northeast Pensacola Wildcats Football, Inc.** (the “Lessee”), a Florida not-for-profit corporation whose mailing address is **P.O. Box 10414, Pensacola, Florida, 32524.**

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 2130 Summit Blvd Pensacola, FL 32504, known as Roger Scott Athletic Complex Multipurpose Field Lessor and Lessee mutually agree for Lessee to utilize **Roger Scott Athletic Complex Multipurpose Field**(as specified, the “Property”) for conducting a youth football program (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on December 31, 2024. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per paying child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

5. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

CONCESSIONS: Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must

comply with all applicable ordinances and health regulations. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

6. CONDITIONS OF USE

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

7. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

9. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

10. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

11. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

12. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

13. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

15. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

16. PUBLIC RECORDS

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: 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 Lessee agrees

to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

19. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 City Hall 222 West Main Street Pensacola, FL 32502

Lessee: **Northeast Pensacola Wildcats Football, Inc.**
 Attn: Deundre Atkins
 P.O. Box 10414, Pensacola, Florida, 32524.
 850-346-9448
 nepwildcats@gmail.com

20. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

21. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

22. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

24. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

25. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

26. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

Northeast Pensacola Wildcats Football, Inc.

CITY OF PENSACOLA, FLORIDA

Deundre Atkins, President

D.C. Reeves, Mayor

Printed Name and Title of above signature.

Printed Name and Title of above signature.

Date: _____

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to Substance:

Ben Heistein, Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

INSURANCE AND INDEMNIFICATION

ATTACHMENT B

GENERAL

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

COVERAGE

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

Worker's Compensation

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

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

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

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within

the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

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

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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

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

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

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

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

Florida Statute 787.06

(2)(a) "Coercion" means:

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

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

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

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

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of, ___ October 19th, 2024 _____ by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and **Northeast Pensacola Wildcats Football, Inc.** (the “Lessee”), a Florida not-for-profit corporation whose mailing address is **P.O. Box 10414, Pensacola, Florida, 32524.**

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 2130 Summit Blvd Pensacola, FL 32504, known as Roger Scott Athletic Complex Multipurpose Field Lessor and Lessee mutually agree for Lessee to utilize **Roger Scott Athletic Complex Multipurpose Field**(as specified, the “Property”) for conducting a youth football program (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on December 31, 2024. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per playing child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

5. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

CONCESSIONS: Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must

comply with all applicable ordinances and health regulations. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

6. CONDITIONS OF USE

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

7. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

9. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

10. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

11. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

12. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

13. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

15. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

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The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: 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 Lessee agrees

to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

19. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 City Hall 222 West Main Street Pensacola, FL 32502

Lessee: **Northeast Pensacola Wildcats Football, Inc.**
 Attn: Deundre Atkins
 P.O. Box 10414, Pensacola, Florida, 32524.
 850-346-9448
 nepwildcats@gmail.com

20. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

21. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

22. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

24. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

25. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

26. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

Northeast Pensacola Wildcats Football, Inc.

CITY OF PENSACOLA, FLORIDA

Deundre Atkins, President

D.C. Reeves, Mayor

Printed Name and Title of above signature.

Printed Name and Title of above signature.

Date: _____

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to Substance:

Ben Heistein, Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

INSURANCE AND INDEMNIFICATION

ATTACHMENT B

GENERAL

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

COVERAGE

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

Worker's Compensation

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

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

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

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within

the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

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

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-869

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

APPROVAL OF THE CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE AGREEMENT WITH EAST PENSACOLA STUDENT ATHLETE PROGRAM INC., FOR THE USE OF MAGEE FIELD/JOHN ALLBRITTON FOOTBALL FIELD

RECOMMENDATION:

That City Council approve a City of Pensacola Youth Sports Organization Field Use Lease Agreement with East Pensacola Student Athlete Program, for the use of Magee Field/John Allbritton Football Field to establish the terms and responsibilities of both parties as to the use of the Magee Field/John Allbritton Football Field for conducting a youth football program. Further, that City Council authorize the Mayor to take the action necessary to execute and administer this field use lease 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:

This request is to allow the Mayor to enter into a field use lease agreement with Youth Sports Organizations to conduct youth sports programs which will promote positive physical, mental, and social development of participating youths.

This Youth Sports Organization Field Use Lease Agreement with the City of Pensacola details the roles and responsibilities of both the City of Pensacola and the Youth Sports Organization. The Youth Sports Organization Field Use Lease Agreement shall be for a period ending December 31, 2024. Youth Sports Organization agrees to pay the City of Pensacola \$10 per playing child per season and provide a roster of all youths participating in the program along with full payment no later than thirty (30) days after the season begins.

PRIOR ACTION:

March 23, 2023 - City Council approved the City of Pensacola Youth Sports Organization Field Use Lease Agreement with East Pensacola Student Athlete Program, for the use of Magee Field/John Allbritton Football Field.

FUNDING:

N/A

FINANCIAL IMPACT:

Financial impact unknown at this time. However, the Parks and Recreation Department will receive their portion of fees, to be collected after the season. Funds received will be accounted for in the Recreation Fund.

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

Amy Miller, Interim City Administrator
Ben Heistein, Parks and Recreation Director
Tonya Byrd, Assistant Parks and Recreation Director

ATTACHMENTS:

1. East Pensacola Student Athlete Program Youth Sports Organization Field Use Agreement
2. Affidavit Regarding the Use of Coercion for Labor and Services
3. REVISED - East Pensacola Student Athlete Program Youth Sports Organization Field Use Agreement

PRESENTATION: No

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of, April, 3 2024 by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and **East Pensacola Student Athlete Program** (the “Lessee”), a Florida not-for-profit corporation whose mailing address is **2400 Dr. Martin Luther King Jr. Drive, Pensacola, Florida 32503**

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 2400 Dr. Martin Luther King Jr. Drive Pensacola, FL 32503, known as Magee Field/John Allbritton Football Field Lessor and Lessee mutually agree for Lessee to utilize **Magee Field/John Allbritton Football Field** (as specified, the “Property”) for conducting a youth football program (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on December 31, 2024. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per paying child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

5. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

CONCESSIONS: Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must

comply with all applicable ordinances and health regulations. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

6. CONDITIONS OF USE

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

7. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

9. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

10. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

11. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

12. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

13. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

15. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

16. PUBLIC RECORDS

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: 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 Lessee agrees

to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

19. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
 c/o City Administrator
 City Hall 222 West Main Street Pensacola, FL 32502

Lessee: **East Pensacola Student Athlete Program**
 Attn: Kendrick Johnson
 2400 Dr. Martin Luther King Jr. Drive, Pensacola, Florida 32503.
 850-512-9388
 epsap@yahoo.com

20. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

21. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

22. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

24. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

25. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

26. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

East Pensacola Student Athlete Program

CITY OF PENSACOLA, FLORIDA

Kendrick Johnson, President

D.C. Reeves, Mayor

Printed Name and Title of above signature.

Printed Name and Title of above signature.

Date: _____

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to Substance:

Ben Heistein, Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

INSURANCE AND INDEMNIFICATION

ATTACHMENT B

GENERAL

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

COVERAGE

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

Worker's Compensation

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

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

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

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within

the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

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

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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

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

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

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

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

Florida Statute 787.06

(2)(a) "Coercion" means:

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

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

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

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

By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

**CITY OF PENSACOLA YOUTH SPORTS ORGANIZATION FIELD USE LEASE
AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of, April, 3 2024 by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, Florida 32502 (the “City” or “Lessor”) and **East Pensacola Student Athlete Program** (the “Lessee”), a Florida not-for-profit corporation whose mailing address is **2400 Dr. Martin Luther King Jr. Drive, Pensacola, Florida 32503**

1. STATEMENT OF PURPOSE

Lessor owns certain real property in the City of Pensacola having a postal address of 2400 Dr. Martin Luther King Jr. Drive Pensacola, FL 32503, known as Magee Field/John Allbritton Football Field Lessor and Lessee mutually agree for Lessee to utilize **Magee Field/John Allbritton Football Field** (as specified, the “Property”) for conducting a youth football program (the “Program”), promoting positive physical, mental, and social development of participating youth. Lessor agrees to allow Lessee to use such other baseball fields designated in writing by Lessor.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall commence upon signature of the last signing party and terminate on December 31, 2024. This Lease supersedes all other agreements between the City and Lessee for use of the Property.

4. LEASE PAYMENTS

Lessee agrees to pay the City of Pensacola \$10 per playing child per season. Lessee must provide a roster of all youth participating in the program along with the full payment no later than thirty (30) days after each season begins.

5. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes as stated within Section 1, and any other uses must be approved by the City in writing prior to any other use by Lessee. Lessee agrees to coordinate with the City of Pensacola Parks and Recreation Department for use of the property to allow for any City-sponsored recreational programs.

Lessee agrees to seek and obtain prior written approval from the Lessor before undertaking any activity or construction on or near the Property that may adversely affect the adjacent residential or commercial property.

CONCESSIONS: Lessee may maintain concession activity or contract with a concessionaire for food and drink during the Program. Lessee and its concessionaire must

comply with all applicable ordinances and health regulations. Lessor is responsible for all repairs, maintenance, and certification of all concession equipment, including ventilated hoods and fire extinguisher or suppression systems. The lessee is responsible for the certification of all concession personnel. The sale of alcoholic beverages is prohibited, and no alcoholic beverages are allowed at any time on the Property. Lessee must ensure that any area used for concessions is properly cleaned and garbage removed or properly disposed of following such use.

6. CONDITIONS OF USE

Lessee agrees that certain conditions must be met, and information provided prior to the assumption of any activities as a requirement of the lease. Lessee also agrees to provide the following information to the City's Parks and Recreation Department:

- a. A list of all staff, coaches, assistant coaches, referees, volunteers, and board members annually and an update within thirty (30) days of any changes.
- b. Documentation ensuring that Level 1 background screenings occur, at minimum, annually on each of the above listed persons per F.S. 943.0438 and that all criteria are met. Lessee shall immediately provide copies of Level 1 background screening results to the Lessor upon request.
- c. Provide a copy of the Lessee's certificate of insurance per Attachment B.
- d. Provide a copy of the Lessee's Board meeting schedule, constitution, by-laws, and standard operating procedures annually.
- e. Notify the City of Pensacola Parks and Recreation Athletics Superintendent or designee within 4 hours if there has been a serious incident or injury or of an incident that has required the response of first responders to the field; and no later than 12:00 p.m. the next business day following minor injuries or incidents that require medical attention or if there appears to be a hazard or dangerous condition on the field. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.
- f. Notification by 12:00pm the next business day of any damage incurred to the Property or remainder of the Park resulting from the Program activities.
- g. Schedules and any subsequent updates of schedules for season end and start dates, practices, games, and camps at least thirty (30) days prior to commencement of the activity.
- h. Annual meeting held with appropriate personnel of both Lessor (Parks & Recreation Director, Athletic Manager, etc.) and the Lessee (President, Recreation Manager, etc.) to review documents and activities prior to commencement of the Program.
- i. Lessee must add the City of Pensacola to its Hold Harmless/Indemnification Agreement included as part of league registration and provide to the City.
- j. Proof from marketing materials that it has been advertised by Lessee that residents of the City of Pensacola have a minimum of two (2) weeks advance notice and opportunity to register for the activity before registration is opened to non-City residents.
- k. Provide a list of all City residents that registered for the activity during the two (2) week advance registration period described above, and if requested, provide copies of each of those City residents' registrations.

7. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. CONSTRUCTION AND TITLE TO IMPROVEMENTS

Lessee shall not make any capital improvements to the property without written permission from Lessor.

Lessor reserves the right in its sole discretion to prioritize the necessity of all capital repairs and substantial improvements to the Property. Lessee agrees that any of their contributions in lieu of cash payments are not considered as vestment or assertion of priority in any capital improvements or repairs.

Title to any Buildings and/or Improvements that are on or that shall be placed upon the Property by Lessee shall vest to the Lessor immediately. Lessee acknowledges that it shall have no right to remove such fixed or permanent buildings or improvements from the Property without the express written consent of the Lessor upon request by the Lessee.

9. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension thereof, Lessee shall permit the representatives of Lessor access to the Property at any time.

10. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be binding on Lessee and any authorized sublessees to whom the Lessor has consented:

- a. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- b. That the Lessee shall keep the interior of the Property in good working order (clean and orderly) and shall not allow the Property to deteriorate excepting normal wear and tear from permitted use and shall notify the Lessor upon discovery of any deterioration, including from normal wear and tear, (such as reporting inoperable and damaged equipment), in accordance with section 8(f) above.
- c. That the Lessee shall require its contractors or subcontractors to maintain the same insurance requirements in Attachment B and cause the City of Pensacola to be named as an additional insured.
- d. Lessee is responsible for the repair of any and all damage caused by lessee or lessee's activities.

11. NO MORTGAGES OR ENCUMBRANCES

Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.

12. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use the Property for its intended use, that Lessor has the right to enter into this Lease.

13. USE IS NOT EXCLUSIVE

Lessor grants Lessee use of the described property for the purposes stated herein, however, there is no grant to Lessee of exclusive use or of any tenant or ownership rights beyond the use as described in section 1 of this Agreement. The Lessor shall make all efforts to prevent any conflict of use between the City and Lessee, however if such a conflict occurs, the Lessor's right of use and control of the property shall prevail.

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from all claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury, or property damage in accordance with Attachment B during any renewal or extension hereof.

15. INSURANCE REQUIRED

Lessee shall maintain insurance and provide Lessor with certificates in accordance with Attachment B during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Attachment B during any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

16. PUBLIC RECORDS

The parties acknowledge that if the Lessee is a "contractor" as defined in Florida State Statute Section 119, that the Lessee shall comply with all requirements listed in Attachment "A".

17. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

"Equal Opportunity Provision"

- a. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: 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 Lessee agrees

to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor, or manager to do likewise.

- b. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- a. If default shall be made by Lessee in the performance of any of the terms or conditions of this Lease.
- b. If Lessee shall fail to comply with any of the statutes, ordinances, rules, or regulations of any governmental body governing or regulating Lessee's business.

Lessor shall provide to Lessee in writing intention to terminate the lease within 15 days in the event of default.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect.

19. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
c/o City Administrator
City Hall 222 West Main Street Pensacola, FL 32502

Lessee: **East Pensacola Student Athlete Program**
Attn: Kendrick Johnson
2400 Dr. Martin Luther King Jr. Drive, Pensacola, Florida 32503.
850-512-9388
epsap@yahoo.com

20. AMENDMENT

This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

21. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

22. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between Lessor and Lessee.

24. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

25. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

26. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in multiple original copies to become effective upon the last party's signature on this Agreement.

East Pensacola Student Athlete Program

CITY OF PENSACOLA, FLORIDA

Kendrick Johnson, President

D.C. Reeves, Mayor

Printed Name and Title of above signature.

Printed Name and Title of above signature.

Date: _____

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as to Substance:

Ben Heistein, Parks and Recreation Director

Legal in form and valid as drawn:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

INSURANCE AND INDEMNIFICATION

ATTACHMENT B

GENERAL

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

COVERAGE

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

Worker's Compensation

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

If Lessee qualifies as exempt by the Florida Department of Workers Compensation, a certificate of exemption is acceptable for this requirement.

Commercial General Liability Coverage

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

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent lessees, breach of contract, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis. Any motorized vehicles utilized within

the leased premise such as golf carts, scooters, or other motorized devices, must be endorsed on the commercial general liability policy to include coverage for bodily injury or property damage.

CERTIFICATES OF INSURANCE

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

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its elected officials, officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and its directors, officers, employees, agents, volunteers, invitees, spectators, or participants including Lessee's contractors, subcontractors, or vendors utilized by the Lessee in the performance of this contract. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

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

GOVERNING LAW AND VENUE

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-891

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Vice President Jared Moore

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$2,000 to OnBikes Pensacola from the City Council Discretionary Funds for District 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

OnBikes Pensacola was started in 2016 by Pensacola native, Walker Wilson. The initial goal was to provide 100 bikes and helmets to children in Pensacola's local foster care system and guardian ad litem program. Through the generosity of the local community, OnBikes has given over 4,000 bikes and countless smiles to children in Pensacola. They have been able to provide bikes to children in the Families First Foster Care Program, the Boys and Girls Club, Escambia County Schools, the Ronald McDonald House and Big Brothers Big Sisters of Northwest Florida. Additionally, they partner with Communities Caring at Christmas as well as Southern Youth Sports Association to ensure the bikes get in the hands of deserving children. Funding will be used towards the purchase of bicycles to attain this goal.

PRIOR ACTION:

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

FUNDING:

Budget: \$ 7,204 FY 2024 District 4 Discretionary Funds

Actual: \$ 2,000 OnBikes Pensacola

FINANCIAL IMPACT:

A balance of \$7,204 is currently within the District 4 Discretionary Fund Account. Upon approval by City Council, a balance of \$5,204 will remain in the District 4 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-915

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Jennifer Brahier

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$2,000 to Hope Above Fear, \$1,000 to EComfort, \$1,000 to the Watson Family Foundation, \$1,000 to HYPE Pensacola, \$1,000 to Valerie's House, \$1,000 to Manna Food Bank, \$500 to Pearl's Felines Advocates United, Inc. and \$500 to Everett Animal Welfare Group from the City Council Discretionary Funds for District 1.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Pensacola Hope Above Fear, Inc. was established as a non-profit corporation on January 1, 2023 to bring awareness to the lack of drug addiction services offered to adolescents. Their mission is to promote awareness about the dangers of substance abuse, to extend assistance to adolescents struggling with substance abuse, and to provide support for their families. One of their programs, Choose Your Story, is an initiative dedicating to encouraging positive choices rather than substance abuse. Prevention involves more than simply refusing drugs and alcohol. Hope Above Fear aims to equip teens with the necessary tools, facts, and inspiration to make informed decisions and cultivate a positive lifestyle. Once a month they offer teen gatherings that are free to attend. Some of the events include a Go-Cart, Laser Tag, Pizza and Game Card Night, their Beach Clean-Up and Glow Paddling, Goat Yoga, events are Pensacola Little Theatre as well as many more events aimed to offer positive inspiration towards the teens in our community. Funding will be used to assist with this program.

Ecomfort is the outreach branch of the Epps Christian Center. The mission of Ecomfort, Inc. is to reach out to the hungry, homeless and hurting in the community. The primary goal of Ecomfort is to improve the quality of life for individual and families socioeconomic status. They

plan to accomplish this goal by helping individuals increase their disposable income. Their soup kitchen programs receives and distributes over 60,000 pounds of food a month and gives away food to more than 7,000 people monthly. In 2018 they opened a resource center to help individuals receive needed assistance with job applications, applying for assistance benefits and providing linkage services. Funding will be used towards the distribution of food for individuals and families.

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

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

The mission of Valerie's House is to help children and families work through the loss of a loved one together and go on to live fulfilling lives. Their vision is that no child will grieve alone. With locations in Fort Myers, Naples, Charlotte County and Pensacola, Valerie's House is a special place where children connect with one another and learn the tools to heal after they have experienced the death of someone they love. At Valerie's House, children know others their age, and they learn that loss doesn't have to limit their dreams. In addition to their dedicated staff, many of their volunteers have lived this journey and are available to help find hope. All of their resources go directly to providing children and their families a safe place to share, grieve and grow. Funding will be used to further their mission.

The Manna Food Bank is a local grassroots organization fighting hunger in Escambia and Santa Rosa Counties. They provide groceries directly to individuals and families in need, free of charge. The majority of their funding comes from individuals, faith-based organizations, corporations and businesses. Manna is nonsectarian, community focused and volunteer support. They believe every person has a right to live free of hunger and to be treated with respect and dignity. Funding will be used towards their mission.

Pearl's Feline Advocates United, Inc. was founded in 2023 and works to address the community cat population by ending the breeding cycle, meaning no new kittens are born to a community cat colony. Through the use of Trap-Neuter-Return (TNR), community concerns are addressed, shelter intake and killings are reduced and calls to animal services are reduced

all of which save cats' lives and taxpayer dollars. Funds will be used to assist with costs associated with the TNR process.

The Everett Animal Welfare Group is an all-volunteer organization that works to reduce the number of animals put down in Escambia and Santa Rosa County-owned animal shelters in Florida through spay and neuter of cats and dogs; and Trap, Neuter and Return (TNR) of community cats. They promote responsible pet ownership and the human animal bond through adoption, education, and collaboration. Funding will be used towards their mission.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 9,400	FY 2024 District 1 Discretionary Funds
Actual:	\$ 2,000	Pensacola Hope Above Fear, Inc.
	1,000	EComfort, Inc.
	1,000	The Watson Family Foundation
	1,000	H.Y.P.E. Pensacola
	1,000	Valerie's House
	1,000	Manna Food Bank
	500	Pearl's Feline Advocates United
	<u>500</u>	Everett Animal Welfare Group
	<u>\$ 8,000</u>	

FINANCIAL IMPACT:

A balance of \$9,400 is currently within the District 1 Discretionary Fund Account FY 2024.

Upon approval by City Council, a balance of \$1,400 will remain in the District 1 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-918

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Charles Bare

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$750 to The Lemonade Stand Bootcamp and \$750 to OnBikes Pensacola from the City Council Discretionary Funds for District 2.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Lemonade Stand Bootcamp is a nonprofit group of black business owners, entrepreneurs and professionals who want to see the disadvantaged community flourish by helping the youth in this community become equipped with financial literacy and business development. Their single goal is to recreate group economics and change the trajectory of the urban landscape, by educating, encouraging and creating financial freedom as well as business owners. Funds will be used towards their mission.

OnBikes Pensacola was started in 2016 by Pensacola native, Walker Wilson. The initial goal was to provide 100 bikes and helmets to children in Pensacola's local foster care system and guardian ad litem program. Through the generosity of the local community, OnBikes has given over 4,000 bikes and countless smiles to children in Pensacola. They have been able to provide bikes to children in the Families First Foster Care Program, the Boys and Girls Club, Escambia County Schools, the Ronald McDonald House and Big Brothers Big Sisters of Northwest Florida. Additionally, they partner with Communities Caring at Christmas as well as Southern Youth Sports Association to ensure the bikes get in the hands of deserving children. Funding will be used towards the purchase of bicycles to attain this goal.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 12,177	FY 2024 District 2 Discretionary Funds
Actual:	\$ 750	Lemonade Stand Bootcamp
	<u>750</u>	OnBikes Pensacola
	<u>\$ 1,500</u>	

FINANCIAL IMPACT:

A balance of \$12,177 is currently within the District 2 Discretionary Fund Account FY 2024. Upon approval by City Council, a balance of \$10,677 will remain in the District 2 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-922

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$500 to The Lemonade Stand Bootcamp and \$1,000 to Bluffline, Inc. from the City Council Discretionary Funds for District 3.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Lemonade Stand Bootcamp is a nonprofit group of black business owners, entrepreneurs and professionals who want to see the disadvantaged community flourish by helping the youth in this community become equipped with financial literacy and business development. Their single goal is to recreate group economics and change the trajectory of the urban landscape, by educating, encouraging and creating financial freedom as well as business owners. Funds will be used towards their mission.

The Bluffline is a grassroots effort to reconnect Pensacola Residents with their environment and each other by building a public greenway from Scenic Bluffs to Jackson Lakes in West Pensacola. The Bluffline route would begin at the Chimney Park and travel southwest along the Scenic Bay Bluffs Corridor and then merge downtown with the Pensacola Waterfront Framework Plan before continuing west through Brownsville and, finally, terminating at the Jackson Lakes bluff system, a 55 acre parcel of county-owned land that includes three large, freshwater lakes and an impressive bluff system. Funding will be used towards projects.

PRIOR ACTION:

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

Discretionary Fund Policy.

FUNDING:

Budget:	\$ 10,617 FY 2024 District 3 Discretionary Funds
Actual:	\$ 500 Lemonade Stand Bootcamp
	<u>1,000</u> Bluffline, Inc.
	<u>\$ 1,500</u>

FINANCIAL IMPACT:

A balance of \$10,617 is currently within the District 3 Discretionary Fund Account. Upon approval by City Council, a balance of \$9,117 will remain in the District 3 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-923

City Council

9/26/2024

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 \$1,500 for the Southern Youth Sports Association and \$1,000 to One Pensacola, Inc. 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 Southern Youth Sports Association provides coaching, mentoring and tutoring to inner city and at-risk youth. Their programs have been a huge success on the field and off, helping children stay focused on school, discipline and staying out of trouble. Each year they hold the annual Soul Bowl which brings thousands of local parents, children and community supports together for a fun filled day of football, entertainment and great food. This year's annual event will be held on October 5, 2024, at the Pensacola Wahoo's Stadium. This event allows many disadvantaged youths the opportunity to play football in a professional stadium. Funding will be used to offset costs associated with this event.

One Pensacola, Inc. was established in February 2024 by Peter and Katrina Mougey who have been very active in the community since the summer of 2020 to make a meaningful impact on food insecurities, especially among children. In the past, the Mougeys have partnered with the American Heart Association and other local leaders to tackle health and nutrition locally. One Pensacola, Inc. was founded to continue to help fight food insecurities as well as help bring awareness to the health and nutrition insecurities within the Pensacola Community. Funds will be used to aid in their mission.

PRIOR ACTION:

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

FUNDING:

Budget:	\$11,800	FY 2024 District 6 Discretionary Funds Balance
Actual:	\$ 1,500	Southern Youth Sports Association
	<u>1,000</u>	One Pensacola, Inc.
	<u>\$ 2,500</u>	

FINANCIAL IMPACT:

A balance of \$11,800 is currently within the District 6 Discretionary Fund Account for FY 2024. Upon approval by City Council, a balance of \$9,300 will remain in the District 6 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-830

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

ACCEPTANCE OF AMENDMENT ONE TO GRANT AGREEMENT NO. 445548-1-84-02 -
PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC
DEVELOPMENT (FSTED) LANDSIDE IMPROVEMENTS FOR WAREHOUSE 10 -
AMERICAN MAGIC

RECOMMENDATION:

That City Council approve the acceptance of Amendment One to grant agreement No: 445548-1-94-02 to repair Warehouse 10 at the Port of Pensacola in support of American Magic. This amendment is in the amount of \$1,800,000 for a total grant value of \$2,253,131. 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:

In 2022, the Port of Pensacola received a grant of \$453,131 from FSTED to conduct landside improvements due to hurricane-related damage to structures. This includes repairs to Warehouse 10, which will serve as the new headquarters for American Magic and house advanced maritime technology, research, and boating equipment.

The Port of Pensacola has been awarded an additional \$1,600,000 along with a \$200,000 grant transfer from unused funds from a previous maintenance dredging grant (No. 441027-2-94-02). This brings the total amendment to \$1,800,000, which will be added to the original grant of \$453,131 to help complete a comprehensive, effective project aimed at achieving high returns. Additional funding for this project is also being provided by Triumph Gulf Coast and Florida Commerce awards.

PRIOR ACTION:

April 22, 2021 - Council acceptance of the Port of Pensacola - Florida Seaport Transportation

Economic Development (FSTED) Grant No. 441027-2-94-02, Maintenance Dredging

February 10, 2022 - Council acceptance of the Port of Pensacola - Florida Seaport Transportation Economic Development (FSTED) Grant No. 445548-1-94-02, Landside Improvements and supplemental budget resolution.

FUNDING:

Budget: \$ 453,131 - FSTED Grant No. 445548-1-94-02, Landside Improvements
200,000 - FSTED Grant No. 441027-2-94-02, Maintenance Dredging
1,600,000 - FSTED Amendment One for FSTED Grant No. 445548-1-94-02,
Landside Improvements
2,253,131 - Matching funds from additional grants - Triumph Gulf Coast and Florida
Commerce awards
Total \$4,506,262

Actual: \$4,506,262 Anticipated Construction Costs (Estimated/Budgeted)
Total \$4,506,262

FINANCIAL IMPACT:

There is no financial impact to the Port as the project is fully grant funded. Adoption of the Supplemental Budget Resolution will appropriate the additional grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

8/30/2024

STAFF CONTACT:

Amy Miller, Interm City Administrator
Clark Merritt, Port Director

ATTACHMENTS:

1. Amendment One for Grant No. 44554919402
2. FDOT Grant No. 44554919402
3. Council Item Action for Grant No. 44554919402
4. FDOT Maintenance Dredging Grant No. 44102729402 with Council Item Action

PRESENTATION: No

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO,PORB/PORT	FLAIR Category:
445548-1-94-02	Work Activity Code/Function:	215	Object Code:
	Federal Number/Federal Award		Org. Code:
	Identification Number (FAIN) – Transit only:		Vendor Number:
Contract Number: G2711	Federal Award Date:		Amendment No.:
CFDA Number: N/A	SAM/UEI Number:	80-939-7102	
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Program			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Pensacola, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 4/29/2022 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Amendment Description. The project is amended Port of Pensacola Upland Cargo Improvements initiative

2. Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

3. Exhibits. The following Exhibits are updated, attached, and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☐ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit F: Contract Payment Requirements
- ☐ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

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DEVELOPMENT
OGC 07/22

___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$3,600,000 bringing the revised total cost of the project to \$4,506,262.

The Department's participation is X increased/ ___ decreased by \$1,800,000. The Department agrees to participate in the Project cost up to the maximum amount of \$2,253,131, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Tim Smith, P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

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

Form 725-000-02
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DEVELOPMENT
OGC 07/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Landside rehabilitation and resiliency projects following damage to infrastructure incurred during Hurricane Sally.

B. Project Location (limits, city, county, map): City of Pensacola (Port of Pensacola)/Pensacola, FL/

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the environmental, design and construction work required to complete the activities described in the Project Description, including: air quality and emission services; asphalt paving activities; backfilling; cable protection systems; compaction; concrete; construction inspection services; construction management services; construction services; consulting services; contractor stand-by; cost estimates; demobilization; demolition; drainage systems; earthwork; economic assessments; electrical components and systems; engineering services; environmental assessments; feasibility studies; fencing; final plan development; fire protection services; form work; gate installation or reconfiguration; geographic analysis; geotechnical services; ground covering; historical resource studies; installation and testing; lighting systems; mitigation assessments; mobilization; permitting; plan development (e.g. 30 / 60 / 90 / 100% and as-builts); precast concrete; preconstruction engineering and design; procurement cost; rail materials; rebar installation; refrigerated container racks; roadway medians; security systems; signage; soil management work; stormwater management; striping of roadway or storage areas; structural components; surveying; temporary structures; and, utilities. ???????

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

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

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

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445548-1-94-02	PORB	088794	2022	751000	55.005	Seaport Grant Program	\$453,131.00
445548-1-94-02	LF	-	2022	-	-	Local Matching Funds	\$453,131.00
445548-1-94-02	DPTO	088809	2025	750098	55.014	Intermodal Program	\$1,600,000.00
445548-1-94-02	LF	-	2025	-	-	Local Matching Funds	\$1,600,000.00
445548-1-94-02	PORT	088794	2025	751000	55.005	Seaport Grant Program	\$200,000.00
445548-1-94-02	LF	-	2025	-	-	Local Matching Funds	\$200,000.00
Total Financial Assistance							\$4,506,262.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$2,253,131.00	\$2,253,131.00	\$0.00	\$4,506,262.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$2,253,131.00	\$2,253,131.00	\$0.00	\$4,506,262.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

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

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

Ray Corbitt

Department Grant Manager Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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

Signature

Date

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

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

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/2021

Financial Project Number(s): (item-segment-phase-sequence) 445548-1-94-02	Fund(s):	PORB	FLAIR Category: 088794
	Work Activity Code/Function: 215		Object Code: 751000
	Federal Number/Federal Award		Org. Code: 55032020329
	Identification Number (FAIN) – Transit only:		Vendor Number: F596000406008
Contract Number: G2711	Federal Award Date:		
CFDA Number: N/A	Agency DUNS Number: 07-313-1559		
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 4-29-2022, by and between the State of Florida, Department of Transportation, ("Department"), and City of Pensacola, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

- Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
- Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port of Pensacola's upland cargo improvements initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

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

Form 725-009-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/2021

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 — *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/2021

9. Project Cost:

- a. The estimated total cost of the Project is \$906,262. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$453,131 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 - ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
 - ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/2021

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

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

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

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

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

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

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

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/2021

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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

Form 725-000-81
 STRATEGIC
 DEVELOPMENT
 OGC 7/2021

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

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

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

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/2021

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

12. Contracts of the Agency:

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

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

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

Form 725-006-01
STRATEGIC
DEVELOPMENT
OGC 7/2021

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

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

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

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

Federal Funded:

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

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/2021

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

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

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

Form 725-008-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/2021

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

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

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

State Funded:

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

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/2021

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

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

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

And

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

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

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/2021

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c.** The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/2021

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/2021

for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/2021

coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/2021

- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Pensacola

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Tim Smith, P.E.

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Name: Tim Smith, P.E.

Title: Director of Transportation Development

Heather F
Lindsay
Assistant
City Attorney
2022-02-16
17:32:49

Ericka L Burnett
City Clerk
eburnett@cityofpens
acola.com
2022.02.17
11:50:37-06'00'

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:
Erin Oliver
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Ericka L. Burnett

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

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Agreement provides for the Department's financial participation in Port of Pensacola's upland cargo improvements initiative. This project has four (4) components intended to rehabilitate and increase the resiliency of landside facilities at the seaport. 1) Rehabilitate port administration building damaged by hurricane generated storm surge; 2) Rehabilitate warehouses 1, 4, 5, 6, 8, 9/10 damaged by hurricane generated storm surge and wind; 3) Replace asphalt damaged by hurricane generated storm surge and wave action; 4) Rehabilitate on port rail damaged by hurricane generated storm surge and wave action.

B. Project Location (limits, city, county, map): Pensacola, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the environmental, design and construction work required to complete the building development activities described in the Project Description, including: aluminum; anchoring components; asphalt paving activities; assemblage; backfilling; ballast; bolt installation; compaction; concrete; concrete repair; concrete sealing treatment; concrete-tub road crossings; construction; construction inspection services; construction management services; consulting services; contractor stand-by; conveyor systems; costs estimates; delivery fees; demobilization; demolition; dewatering; disposal; doors; drainage systems; drywall; dust control systems; earthwork; electrical systems; elevators; engineering services; entrance canopies; erection of pre-fabricated structure(s); exterior finishes; environmental assessments; fasteners and connectors; fencing; fire protection systems; flooring; framing; form work; geotechnical services; glass and glazing; ground covering; handrails; heating and cooling system components; installation and testing; insulation; interior divider walls; interior finishes; joint bolts; lighting systems; line and cross leveling railroad tracks; loading dock leveler; masonry; mitigation assessments; mobilization; permitting; plan development (e.g., 30 / 60 / 90 / 100 % and as-builts); plumbing systems; precast concrete; preconstruction engineering and design; procurement cost; railroad spikes; railroad cross ties and ballast; rail crossing equipment; rails; ramps; rebar and rebar installation; roofing systems; security systems; shore and slope protection; siding; signage and way finding; soil improvement work; steel; stairways; storage rack systems; stormwater management; structural components; surveying; switch gear; temporary structures; temperature control system; thermal barriers; tie box anchoring; tie plates; track operations planning; underlying subgrade; ventilation systems; utilities; and, windows.

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



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

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445548-1-94-02	PORB	088794	2022	751000	55.005	Seaport Grant Program	\$453,131.00
445548-1-94-02	LF	088794	2022	-	-	Local Matching Funds	\$453,131.00
Total Financial Assistance							\$906,262

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$453,131.00	\$453,131.00	\$0.00	\$906,262.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$453,131.00	\$453,131.00	\$0.00	\$906,262.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Ray Corbitt

Department Grant Manager Name

Designed by:

Ray Corbitt

Signature

4/12/2022 | 2:37 PM EDT

Date

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

Form 725-080-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, FDOT District 3 Seaport Coordinator (email: Ray.Corbitt@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

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

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is FDOT District 3 Seaport Coordinator.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

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

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

Insert District PIO contact info:

Phone: (850) 330-1205; FAX: (850) 330-1761

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

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

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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

**Form 725-000-02
STRATEGIC
DEVELOPMENT
QGC 02/20**

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

**EXHIBIT E
 PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit "A", **Project Description and Responsibilities** and Exhibit "B", **Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Seaport Grant Program
CSFA Number: 55.005
***Award Amount:** \$453,131

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 22-00077

File ID: 22-00077

***Type:** Legislative Action Item

Status: Passed

Version: 1

**Attorney
Review::**

***Meeting Body:** City Council

File Created: 01/12/2022

Subject:

Final Action: 02/10/2022

Title: PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION
ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 445548-1-94-02,
LANDSIDE IMPROVEMENTS

Sponsors: Grover C. Robinson, IV

Enactment Date:

Attachments: Grant Agreement No. 445548-1-94-02, Supplemental
Budget Resolution No. 2022-021, Supplemental
Budget Explanation No. 2022-021

Enactment Number:

Recommendation:

Hearing Date:

Entered by: LRoan@cityofpensacola.com

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	02/07/2022	Placed on Regular Agenda				Pass
	Action Text: This Legislative Action Item was Placed on Regular Agenda.						
1	City Council	02/10/2022	Approved				Pass
	Action Text: A motion was made by Council Member Moore, seconded by Council Member Brahler, that this Legislative Action Item be Approved. The motion carried by the following vote:						
		Yes: 7	Council President Hill, Council Vice President Wiggins, Council Member Jones, Council Member Moore, Council Member Brahler, Council Member Myers, and Council Member Broughton				

Text of Legislative File 22-00077

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC
DEVELOPMENT (FSTED) GRANT NO. 445548-1-94-02, LANDSIDE IMPROVEMENTS

Master Continued (22-00077)

RECOMMENDATION:

That City Council authorize the Mayor to execute Florida Seaport Transportation Economic Development (FSTED) Grant No. 445548-1-94-02 for Hurricane Sally-related landside improvements in the amount of \$453,131. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 16, 2020, Hurricane Sally made landfall before dawn near Gulf Shores, Alabama, causing significant damage to both the waterside and landside improvements at the Port of Pensacola. While the Port has received funding from the Federal Emergency Management Agency (FEMA) and the Florida Division of Emergency Management (FDEM) through FEMA's Public Assistance Program, the assistance only reimburses 87.5% of the total project cost, leaving the remaining 12.5% to be covered by the Port. Since repairs for both the waterside and landside improvements are estimated to be in the millions, staff started researching options to assist the Port in covering the 12.5% not covered under FEMA's Public Assistance Program.

At the January 12, 2021, Florida Ports Financing Commission (FPFC) meeting, the FPFC agreed to issue Florida Ports Financing Commission Refunding Revenue Bonds, Series 2021 in order to refinance the Series 2011 Bonds. The savings realized by the refunding were deposited into the State of Florida's Seaport Grant Program and funds were awarded to various Florida ports through the Florida Department of Transportation (FDOT). The Port of Pensacola's allocation totaled \$628,581 for waterside rehabilitations and \$453,131 for landside rehabilitations. As part of the application process, the Port requested that these allocations be used to fund any costs the Port would be responsible for covering as it relates to the Hurricane Sally Public Assistance projects approved by FEMA.

The Florida Ports Financing Commission in the fall of 2020 refinanced their series 19 bonds and, using a portion of those proceeds and the FSTED grant allocation process, has awarded the Port of Pensacola \$453,131 for use for hurricane rehabilitation Landside projects. Additionally, these funds may also be used to satisfy the 12.5% FEMA match requirement for projects related to damage from Hurricane Sally. These funds may be used for any of the following Landside Hurricane Sally damages. 1) Rehabilitate port administration building damaged by hurricane generated storm surge and wave action; 2) Rehabilitate warehouses 1,4,5,6,8,9/10 damaged by hurricane generated storm surge and wave action; 3) Replace asphalt damaged by hurricane generated storm surge and wave

Master Continued (22-00077)

action; 4) Rehabilitate on port rail damaged by hurricane generated storm surge and wave action. Additionally, obligated funds from FEMA Project Worksheets (PW) projects may be used to satisfy the local match.

PRIOR ACTION:

None

FUNDING:

Budget: \$453,131 FDOT Seaport Grant Program

Actual: \$453,131 Landside Rehabilitation Projects

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of \$453,131. Any required grant match will be met with funds allocated by FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/26/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator-Administration & Enterprise

Clark Merritt, Port Director

ATTACHMENTS:

- 1) Grant Agreement No. 445548-1-94-02
- 2) Supplemental Budget Resolution No. 2022-021
- 3) Supplemental Budget Explanation No. 2022-021

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 22-00077

File ID: 22-00077

***Type:** Legislative Action Item

Status: Passed

Version: 1

**Attorney
Review::**

***Meeting Body:** City Council

File Created: 01/12/2022

Subject:

Final Action: 02/10/2022

Title: PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION
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Sponsors: Grover C. Robinson, IV

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Recommendation:

Hearing Date:

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1	Agenda Conference	02/07/2022	Placed on Regular Agenda				Pass
	Action Text: This Legislative Action Item was Placed on Regular Agenda.						
1	City Council	02/10/2022	Approved				Pass
	Action Text: A motion was made by Council Member Moore, seconded by Council Member Brahier, that this Legislative Action Item be Approved. The motion carried by the following vote: Yes: 7 Council President Hill, Council Vice President Wiggins, Council Member Jones, Council Member Moore, Council Member Brahier, Council Member Myers, and Council Member Broughton						

Text of Legislative File 22-00077

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC
DEVELOPMENT (FSTED) GRANT NO. 445548-1-94-02, LANDSIDE IMPROVEMENTS

RECOMMENDATION:

That City Council authorize the Mayor to execute Florida Seaport Transportation Economic Development (FSTED) Grant No. 445548-1-94-02 for Hurricane Sally-related landside improvements in the amount of \$453,131. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On September 16, 2020, Hurricane Sally made landfall before dawn near Gulf Shores, Alabama, causing significant damage to both the waterside and landside improvements at the Port of Pensacola. While the Port has received funding from the Federal Emergency Management Agency (FEMA) and the Florida Division of Emergency Management (FDEM) through FEMA's Public Assistance Program, the assistance only reimburses 87.5% of the total project cost, leaving the remaining 12.5% to be covered by the Port. Since repairs for both the waterside and landside improvements are estimated to be in the millions, staff started researching options to assist the Port in covering the 12.5% not covered under FEMA's Public Assistance Program.

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The Florida Ports Financing Commission in the fall of 2020 refinanced their series 19 bonds and, using a portion of those proceeds and the FSTED grant allocation process, has awarded the Port of Pensacola \$453,131 for use for hurricane rehabilitation Landside projects. Additionally, these funds may also be used to satisfy the 12.5% FEMA match requirement for projects related to damage from Hurricane Sally. These funds may be used for any of the following Landside Hurricane Sally damages. 1) Rehabilitate port administration building damaged by hurricane generated storm surge and wave action; 2) Rehabilitate warehouses 1,4,5,6,8,9/10 damaged by hurricane generated storm surge and wave action; 3) Replace asphalt damaged by hurricane generated storm surge and wave

action; 4) Rehabilitate on port rail damaged by hurricane generated storm surge and wave action. Additionally, obligated funds from FEMA Project Worksheets (PW) projects may be used to satisfy the local match.

PRIOR ACTION:

None

FUNDING:

Budget: \$453,131 FDOT Seaport Grant Program

Actual: \$453,131 Landside Rehabilitation Projects

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of \$453,131. Any required grant match will be met with funds allocated by FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

1/26/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator-Administration & Enterprise

Clark Merritt, Port Director

ATTACHMENTS:

- 1) Grant Agreement No. 445548-1-94-02
- 2) Supplemental Budget Resolution No. 2022-021
- 3) Supplemental Budget Explanation No. 2022-021

PRESENTATION: No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
GRANT AGREEMENTForm 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/20

Financial Project Number(s): (item-segment-phase-sequence) 441027-2-94-02	Fund(s): Work Activity Code/Function: 215 Federal Number/Federal Award Identification Number (FAIN) – Transit only:	PORT 80-939-7102	FLAIR Category: 088794 Object Code: 751000 Org. Code: 55032020329 Vendor Number: F596000406008
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Program			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port of Pensacola's berth dredging initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

___ *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

9. Project Cost:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- a. The estimated total cost of the Project is \$1,004,082. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$753,062 and, the Department's participation in the Project shall not exceed 75.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

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

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

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

12. Contracts of the Agency:

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

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

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

Federal Funded:

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

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

State Funded:

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

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

And

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement.”

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
GRANT AGREEMENTForm 725-000-01
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DEVELOPMENT
OGC 02/20

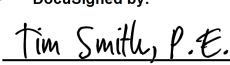
updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

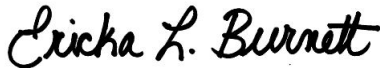
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of PensacolaBy:  Kennith Fiddler
DU=Office of the Mayor, OfCity of
Pensacola, CN=Kennith Fiddler,
E=kfiddler@cityofpensacola.com
your signing location here
2021-05-04 15:25:03 for _____Name: Grover C. Robinson IVTitle: Mayor

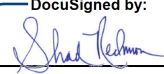
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:  DocuSigned by:
00EA910BEA3D404...Name: Tim Smith, P.E.Title: Director of Transportation Development

Attest:



Ericka L. Burnett, City Clerk

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review: DocuSigned by:
481EE5074C804F5...

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT A****Project Description and Responsibilities**

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Agreement provides Department funding for Port of Pensacola's berth dredging initiative. Port of Pensacola's berths require regular maintenance dredging to allow the safe docking of vessels. Without regular maintenance, berths fill in with sediment leading to restricted usage and reduced economic activity.

B. Project Location (limits, city, county, map): Pensacola, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project includes the environmental work, design work and construction work required to complete the berth improvement activities described in the Project Description, including: benthic studies; berthing area widening and deepening; construction inspection cost; construction management; construction services; contractor stand-by; cost estimates; consulting services; demobilization; engineering services; environmental assessments; geotechnical services; historical resource studies; mitigation assessments; mobilization; permitting; plan development; preconstruction engineering and design; procurement costs; seagrass studies; spoil site construction; surveying; temporary facilities; temporary water quality protection structures; and, turning basin widening and deepening.

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441027-2-94-02	PORT	088794	2021	751000	55.005	Seaport Grant Program	\$753,062
441027-2-94-02	LF	088794	2021	-	-	Local Matching Funds	\$251,020
Total Financial Assistance							\$1,004,082

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$753,062	\$251,020	\$0	\$1,004,082	75.00	25.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$753,062	\$251,020	\$0	\$1,004,082			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Ray Corbitt

Department Grant Manager Name

DocuSigned by:

Ray Corbitt

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, FDOT District 3 Seaport Coordinator (email: Ray.Corbitt@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is FDOT District 3 Seaport Coordinator.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

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

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

Insert District PIO contact info:

Phone: (850) 330-1205; FAX: (850) 330-1761

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Program

CSFA Number: 55.005

***Award Amount:** \$753,062

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 21-00337

File ID: 21-00337

***Type:** Legislative Action Item

Status: Passed

Version: 1

**Attorney
Review::**

***Meeting Body:** City Council

File Created: 03/31/2021

Subject:

Final Action: 04/22/2021

Title: PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION
ECONOMIC DEVELOPMENT (FSTED) GRANT #4410272940, VERSION-
02 FOR MAINTENANCE DREDGING

***Agenda Date:** 04/22/2021

Sponsors: Grover C. Robinson, IV

Enactment Date:

Attachments: Grant Agreement 44102729402

Enactment Number:

Recommendation:

Hearing Date:

Entered by: amiller@portofpensacola.com

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	04/19/2021	Placed on Consent Agenda				Pass
	Action Text:	This Legislative Action Item was Placed on Consent Agenda.					
1	City Council	04/22/2021	Approved				Pass
	Action Text:	A motion was made by Council Member Brahier, seconded by Council Member Jones, that this Legislative Action Item be Approved. The motion was carried by the following vote. Yes: 7 Council President Moore, Council Vice President Hill, Council Member Jones, Council Member Wiggins, Council Member Brahier, Council Member Myers, and Council Member Broughton					

Text of Legislative File 21-00337

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC
DEVELOPMENT (FSTED) GRANT #4410272940, VERSION-02 FOR MAINTENANCE
DREDGING

RECOMMENDATION:

That City Council authorize the Mayor to execute Public Transportation Grant Agreement (PTGA) 441027294, Version-02 (1st amendment to grant agreement), adding \$753,062 in FSTED grant funds to the previously approved and authorized project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On October 11, 2018, City Council authorized the Mayor to accept the FSTED Grant #44102729401 in the total amount of \$147,600 for the engineering, design and permitting for the dredging of Port Berths 3 and 5. At that time, no additional funding was available for the actual dredging to take place. The City of Pensacola and the Florida Department of Transportation (FDOT) entered into PTGA #4410272940, Version-01 for maintenance dredging at the Port of Pensacola in March 2019. This 1st amendment to the PTGA will add an additional \$753,062 in FSTED funds to the project, requiring \$251,020 in additional local match.

On May 9, 2013, City Council approved a Joint Participation Agreement between the City and the Florida Department of Transportation for the Berth 6 Rehabilitation Grant for a total amount of \$2,600,000. Since then the City has received three (3) additional supplemental grants for the Berth 6 project. The Berth 6 Rehabilitation Project has been completed and the final costs were significantly under budget. The remaining FSTED funds and the Port Matching Grant Funds will be shifted to the Port Berths 3 and 5 dredging project.

Under FSTED program rules, when a project is completed prior to the expiration of the grant with funds remaining in excess of \$25,000, the Port to which those funds were allocated can request that the FSTED Council authorize a reallocation of the remaining funds to another approved FSTED project at that Port. The Port of Pensacola made that request at the FSTED Council's fall meeting last October, and it was approved at that time. The action currently being requested will complete the trailing paperwork required for FDOT to encumber the funds.

Both the grant funds and the Port Matching Grant funds for the Berth 6 Rehabilitation will be transferred from the Berth 6 Rehabilitation account to the Berths 3 and 5 Dredging account and the Berth 6 Rehabilitation Phase 1 project will be closed out.

PRIOR ACTION:

May 9, 2013 - City Council adopted a resolution to accept the Joint Participation Agreement between the City and the Florida Department of Transportation for the Berth 6 Rehabilitation grant in the amount of \$1,950,000 with a \$650,000 required matching funds

Master Continued (21-00337)

for a total amount of \$2,600,000.

October 11, 2018 - City Council authorized the mayor to accept the State of Florida, FSTED Grant #44102729401 in the amount of \$110,700 with a \$36,900 required matching funds for a total amount of \$147,600 for the design, engineering and permitting of the Berths 3 and 5 dredging project.

FUNDING:

Budget:	\$ 110,700	Berths 3 and 5 Dredging Project
	36,900	Port Matching Grant Funds Berths 3 and 5 Dredging Project
	753,062	Berth 6 Rehabilitation Project
	<u>251,020</u>	Port Matching Grant Funds Berth 6 Rehabilitation Project
	<u>\$1,151,682</u>	

Actual:	\$ 147,600	Design, Engineering, Permitting, etc.
	<u>1,004,082</u>	Contracting & Dredging
	<u>\$1,151,682</u>	

FINANCIAL IMPACT:

Upon approval by City Council, \$753,062 from the Berth 6 Rehabilitation Project will be transferred to the Berths 3 and 5 Dredging Project. Additionally the Port Matching Grant Funds of \$251,020 will be transferred from the Berth 6 Rehabilitation Project to the Berths 3 and 5 Dredging Project. This will allow the Port to fully expend the grant funds previously allocated to the Berth 6 Project which would have expired if not transferred to another approved project. The additional funding will allow for the completion of the dredging project.

CITY ATTORNEY REVIEW: Yes
4/6/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise
Amy Miller, Port Director

ATTACHMENTS:

- 1) Grant Agreement 44102729402

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-834

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-71 - ACCEPTANCE OF AMENDMENT ONE TO GRANT AGREEMENT NO. 445548-1-94-02 - PORT OF PENSACOLA - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) LANDSIDE IMPROVEMENTS FOR WAREHOUSE 10 - AMERICAN MAGIC

RECOMMENDATION:

That City Council adopt supplemental Budget Resolution No. 2024-071:

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:

In 2022, the Port of Pensacola received a grant of \$453,131 from FSTED to conduct landside improvements due to hurricane-related damage to structures. This includes repairs to Warehouse 10, which will serve as the new headquarters for American Magic and house advanced maritime technology, research, and boating equipment. This was originally budgeted in the Disaster Recovery Fund. This supplemental budget resolution will re-appropriate these funds in the Port Fund.

The Port of Pensacola has been awarded an additional \$1,600,000 along with a \$200,000 grant transfer from unused funds from a previous maintenance dredging grant (No. 441027-2-94-02). This brings the total amendment to \$1,800,000, which will be added to the original grant of \$453,131 to help complete a comprehensive, effective project aimed at achieving high returns. Additional funding for this project is also being provided by Triumph Gulf Coast and Florida Commerce awards.

PRIOR ACTION:

April 22, 2021 - Council acceptance of the Port of Pensacola - Florida Seaport Transportation

Economic Development (FSTED) Grant No. 441027-2-94-02, Maintenance Dredging

February 10, 2022 - Council acceptance of the Port of Pensacola - Florida Seaport Transportation Economic Development (FSTED) Grant No. 445548-1-94-02, Landside Improvements and supplemental budget resolution.

FUNDING:

Budget: \$ 453,131 - FSTED Grant No. 445548-1-94-02, Landside Improvements
200,000 - FSTED Grant No. 441027-2-94-02, Maintenance Dredging
1,600,000 - FSTED Amendment One for FSTED Grant No. 445548-1-94-02,
Landside Improvements
2,253,131 - Matching funds from additional grants - Triumph Gulf Coast and Florida
Commerce awards
Total \$4,506,262

Actual: \$4,506,262 Anticipated Construction Costs (Estimated/Budgeted)
Total \$4,506,262

FINANCIAL IMPACT:

There is no financial impact to the Port as the project is fully grant funded. Adoption of the Supplemental Budget Resolution will appropriate the additional grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

8/30/2024

STAFF CONTACT:

Amy Miller, Interm City Administrator
Clark Merritt, Port Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-71
2. Supplemental Budget Explanation No. 2024-71

PRESENTATION: No

**RESOLUTION
NO. 2024-71**

A RESOLUTION
TO BE ENTITLED:

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

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

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

A. PORT FUND

As Reads	State Grants	1,853,901
Amended		
To Read:	State Grants	3,907,032
As Reads	Capital Outlay	25,704,512
Amended		
To Read:	Capital Outlay	27,757,643

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 - SEAPORT GRANT - UPLAND CARGO IMPROVEMENTS INITIATIVE - RES NO. 2024-71

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	2,053,131	Increase estimated revenue for State Grants
Total Revenues	<u>2,053,131</u>	
Appropriations		
Capital Outlay	2,053,131	Increase appropriation for Capital Outlay
Total Appropriations	<u>2,053,131</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-872

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AIRPORT - RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE
AMENDMENT AND EXTENSION

RECOMMENDATION:

That City Council authorize the Mayor to execute an Amendment and Extension to the Rental Car Concession Agreement and Real Property Lease at the Pensacola International Airport.

Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this amendment, consistent with the Mayor's Executive Powers as granted in the City Charter. Further, that City Council adopt a supplemental budget resolution to provide for the appropriation of the Customer Facility Charge Funds already collected to the FY 2024 Budget.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Pensacola International Airport has six on-airport rental car concession counters in the passenger terminal, four full-service facility sites, and one quick-turn-around service site. Currently, the six terminal counters are occupied by Hertz, Avis/Budget, Enterprise, Dollar/Thrifty, Alamo/National and American Rent A Car. The four full-service facility sites are occupied by Hertz, Avis/Budget, Enterprise/Alamo/National (Enterprise Holdings owns Alamo and National), and Dollar/Thrifty. The quick turn around service site is occupied by American Rent A Car. These concessionaires provide rental car services to the individuals utilizing Pensacola International Airport; renting or leasing motor vehicles to the public seven days a week during the hours in which there are scheduled airline operations.

For the privilege of conducting business from the Airport, the concessionaires are required to pay the City a minimum annual guarantee (based on a percentage of their previous year's revenue, with the minimum annual guarantee not less than \$100,000) or ten percent of their gross revenue, whichever amount is greater. The concessionaires also pay for their terminal counter/office area, pay ground rent on their service facility site, and collect a customer facility charge for the use of the parking garage and service facility.

The current Rental Car Concession Agreement as amended was developed and approved in 2009, with an expiration date of July 31, 2024, after which continues on a month-to-month holdover tenancy. During the holdover period, Rental Car use and occupancy of the Airport are governed by the 2009 Agreement (as amended). The existing agreement was reviewed by Airport Staff, outside consultants, and representatives from the rental car industry. There have been no significant changes to the rental car industry that would necessitate revisions other than updating the rental rate for the service facilities and providing for the replacement of certain items at the service facilities. Therefore, the recommendation is to extend the current agreement for an additional five-years (August 1, 2024 - July 31, 2029). All concessionaires are in concurrence with this approach.

In addition to the 5-year extension, the Amendment also increases ground rent by CPI and undertakes renewal and replacement of certain equipment and improvements in the Rental Car Service Facilities using Customer Facility Charge fees in an amount not to exceed \$4 million. Supplemental Budget Resolution No. 2024-73 provides for the appropriation of the Customer Facility Charge Funds already collected to the FY 2024 Budget to complete the renewal and replacement of the equipment and improvements as contemplated in the Amendment.

PRIOR ACTION:

July 9, 2009 - City Council awarded a five-year Rental Car Concession Agreement beginning August 1, 2009 and ending July 31, 2014.

October 2014 - Mayor Hayward executed Amendment Number 1, extending the Rental Car Concession Agreement with each concessionaire for a five-year term beginning August 1, 2014 and ending July 31, 2019.

March 14, 2019 - City Council authorized the Mayor to execute Amendment Number 2 of the Rental Car Concession Agreement and Real Property Lease at the Pensacola International Airport extending the agreement through July 31, 2024.

July 18, 2019 - City Council approve Supplemental Budget Resolution No. 2019-38, appropriating funds for the renewal and replacement of certain equipment and improvements at the Rental Car Service Facilities as contemplated in Amendment Number 2 of the Rental Car Concession Agreement and Real Property Lease at the Pensacola International Airport.

January 16, 2020 - City Council authorized the Mayor to execute the Rental Car Concession Agreement and Real Property Lease with Executive Car Rental, Inc.

December 16, 2021 - City Council approved an Assignment and Assumption of a Lease with Consents of the Executive Car Rental, Inc. Rental Car Concession Agreement and Real Property Lease to American Rent A Car Inc.

FUNDING:

Budget: \$4,000,000.00 Airport CFC Appropriated Balance
\$4,000,000.00

Actual: \$4,000,000.00 Rental Car Service Facilities Repairs and/or Improvements
\$4,000,000.00 (TBD)

FINANCIAL IMPACT:

Adoption of Supplemental Budget Resolution No. 2024-73 by City Council will appropriate the budget in the Airport Fund for the repairs and/or improvements as contemplated in the Amendment. Funding for the projects will come from Airport CFC fund balance.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

1. Rental Car Concession Agreement and Real Property Lease Amendment-2024
2. Supplemental Budget Resolution No. 2024-73
3. Supplemental Budget Explanation No. 2024-73

PRESENTATION: No

AMENDMENT NUMBER ____

RENTAL CAR CONCESSION AGREEMENT AND
REAL PROPERTY LEASE

BETWEEN

AND

CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT

AMENDMENT NUMBER ____
RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE

THIS AMENDMENT NO. ____ TO RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE (hereinafter referred to as this "Amendment No. ____") is made and entered into this day ____ of _____, 2024 by and between the CITY OF PENSACOLA, a municipal corporation of the State of Florida with the address of 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as "City") and _____, a _____ limited liability company authorized to do business in the State of Florida (hereinafter referred to as "Concessionaire"). (Each at times referred to as a "party" or collectively as "parties").

WITNESSETH:

WHEREAS, City and Concessionaire have entered into a certain Rental Car Concession Agreement and Real Property Lease dated _____, as amended by that certain Amendment No. 1 dated _____, Amendment No. 2 dated _____, and Amendment No. 3 dated _____ (hereinafter collectively referred to as the "Agreement");

WHEREAS, the Agreement expires July 31, 2024, and the City has determined that it is in the best interest of the Pensacola International Airport (hereinafter referred to as "Airport") to update the Service Facilities Ground Rent and extend the term of the Agreement; and

WHEREAS, the Concessionaire has determined that it wishes to extend the term of the Agreement for an additional five years; and

WHEREAS, parties hereby agree to the terms and condition added to the Agreement by this Amendment No. ____;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that the Agreement shall be amended as follows:

1. REVISED ARTICLE 2 TERM

In Article 2 "Term", the section titled "Duration" is hereby deleted in its entirety and the following inserted in lieu thereof:

"Duration

The Term of this Agreement shall commence at midnight (12:00 a.m.) on August 1, 2024 (the commencement date) and shall terminate at 11:59 p.m. on July 31, 2029, subject to earlier termination pursuant to the terms and conditions of this Agreement."

2. REVISED ARTICLE 6 RENTALS, FEES, AND CHARGES AND REQUIRED REPORTS

In Article 6 "Rentals, Fees, and Charges and Required Reports", the section titled "Service Facility Ground Rent" is hereby deleted in its entirety and the following inserted in lieu thereof:

"Service Facility Ground Rent

Effective August 1, 2024 and continuing to the end of the term of this Agreement, for the Service Facilities shown on Exhibit A-3 the annual Ground Rent is \$286,000 per year. The \$286,000 is the prior period's Ground Rent of \$233,000 increased by the change in the Consumer Price Index from March 2019 to March 2024. Effective August 1, 2024, the Ground Rent for each Service Facility is as follows:

Facility	Acres	Annual Ground Rent
Service Facility No. 1	3.08	\$ 74,000
Service Facility No. 2	2.12	50,000
Service Facility No. 3	3.10	74,000
Service Facility No. 4	2.11	50,000
Service Facility No. 5	1.60	38,000
Total	12.01	\$ 286,000

The Service Facility Ground Rent is payable to the City monthly in advance and without demand on the first day of each calendar month."

3. RENTAL CAR SERVICE FACILITIES RENEWALS AND REPLACEMENTS

At such time as this Amendment No. ___ is fully executed by the City and all rental car concessionaires have executed similar amendments to their respective agreements with the City, the City shall undertake the renewal and replacement of certain equipment and improvements in the Rental Car Service Facilities in an amount, in the aggregate, not to exceed \$4 million. Using only the Airport's Customer Facility Charge (CFC) to fund the renewals and replacements, the City will undertake the projects in the priority order below until such time funds are fully appropriated:

Priority 1 - QTA Security. The Airport will harden the perimeter fencing located around the current QTAs pursuant to plans and specifications prepared by the Airport and approved by concessionaire(s). Hardening will generally include replacement of the existing 4' fence with a 6' chain link fence, augmented by interior bollards and metal bollard cables. The Airport will make such improvements (with appropriate landscaping), provided that the costs of such improvements are eligible to be paid solely from CFC funds and shall not exceed the sum of \$1.5 million.

If desired, concessionaire will be solely responsible for, and agrees to install at its expense, additional security hardware such as wedge barriers, tiger teeth, and gate arms that meets their corporate security requirements. Such additional improvements must be approved by the Airport prior to installation.

Priority 2 - QTA Maintenance and Repair. The Airport will select a consulting engineer that will, after consulting with the Airport and Concessionaire representatives, identify airport-owned assets used or useful to each rental car concessionaire, inspect infrastructure at each QTA, develop and prioritize a list of additional repairs and improvements to be made by the Airport for the benefit of all rental car concessionaires eligible to be paid for with CFC funds, develop order of magnitude cost estimates for such repairs and improvements, and create a report of such activities (the "Priority 2 Report"). The Priority 2 Report shall in all respects be conclusive and binding on the Airport and the Concessionaire. The Airport will make such repairs and improvements in the order identified in the Priority 2 Report, provided that the costs of such repairs and improvements are eligible to be paid solely from CFC funds and shall not exceed the aggregate sum of \$4 million less the amounts of CFC funds spent on Priority 1 above.

* * * * *

Except as amended above, all other terms and conditions of the Agreement not amended hereby shall remain in full force and effect. The Agreement as hereby amended is hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. ____ to the Rental Car Concession Agreement and Real Property Lease as of the day and year first above written.

[CONCESSIONAIRE_NAME]

CITY OF PENSACOLA, FLORIDA

By _____
President

Mayor, D.C. Reeves

(Printed President's Name)

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

Attest _____
Corporate Secretary

Airport Director, Matthew F. Coughlin

Legal in form and execution:

(CORPORATE SEAL)

City Attorney, Adam Cobb

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

**THE OFFICE OF THE CITY CLERK, (850) 435-1715
PUBRICRECORDS@CITYOFPENSACOLA.COM
222 WEST MAIN STREET, PENSACOLA, FL 32502**

**RESOLUTION
NO. 2024-73**

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. AIRPORT FUND

	Fund Balance	4,000,000
As Reads:	Operating Expense	18,803,444
Amended		
To Read:	Operating Expense	22,803,444

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 - AIRPORT RENTAL CAR CONCESSION AGREEMENT & REAL PROPERTY LEASE AMENDMENT & EXTENSION

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Fund Balance	<u>4,000,000</u>	Increase appropriated Fund Balance
Appropriations		
Operating Expenses	<u>4,000,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>4,000,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-873

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-73 - AIRPORT RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE AMENDMENT AND EXTENSION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-73.

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:

Pensacola International Airport has six on-airport rental car concession counters in the passenger terminal, four full-service facility sites, and one quick-turn-around service site. Currently, the six terminal counters are occupied by Hertz, Avis/Budget, Enterprise, Dollar/Thrifty, Alamo/National and American Rent A Car. The four full-service facility sites are occupied by Hertz, Avis/Budget, Enterprise/Alamo/National (Enterprise Holdings owns Alamo and National), and Dollar/Thrifty. The quick turn around service site is occupied by American Rent A Car. These concessionaires provide rental car services to the individuals utilizing Pensacola International Airport; renting or leasing motor vehicles to the public seven days a week during the hours in which there are scheduled airline operations.

For the privilege of conducting business from the Airport, the concessionaires are required to pay the City a minimum annual guarantee (based on a percentage of their previous year's revenue, with the minimum annual guarantee not less than \$100,000) or ten percent of their gross revenue, whichever amount is greater. The concessionaires also pay for their terminal counter/office area, pay ground rent on their service facility site, and collect a customer facility charge for the use of the parking garage and service facility.

The current Rental Car Concession Agreement as amended was developed and approved in

2009, with an expiration date of July 31, 2024, after which continues on a month-to-month holdover tenancy. During the holdover period, Rental Car use and occupancy of the Airport are governed by the 2009 Agreement (as amended). The existing agreement was reviewed by Airport Staff, outside consultants, and representatives from the rental car industry. There have been no significant changes to the rental car industry that would necessitate revisions other than updating the rental rate for the service facilities and providing for the replacement of certain items at the service facilities. Therefore, the recommendation is to extend the current agreement for an additional five-years (August 1, 2024 - July 31, 2029). All concessionaires are in concurrence with this approach.

In addition to the 5-year extension, the Amendment also increases ground rent by CPI and undertakes renewal and replacement of certain equipment and improvements in the Rental Car Service Facilities using Customer Facility Charge fees in an amount not to exceed \$4 million. Supplemental Budget Resolution No. 2024-73 provides for the appropriation of the Customer Facility Charge Funds already collected to the FY 2024 Budget to complete the renewal and replacement of the equipment and improvements as contemplated in the Amendment.

PRIOR ACTION:

July 9, 2009 - City Council awarded a five-year Rental Car Concession Agreement beginning August 1, 2009 and ending July 31, 2014.

October 2014 - Mayor Hayward executed Amendment Number 1, extending the Rental Car Concession Agreement with each concessionaire for a five-year term beginning August 1, 2014 and ending July 31, 2019.

March 14, 2019 - City Council authorize the Mayor to execute Amendment Number 2 of the Rental Car Concession Agreement and Real Property Lease at the Pensacola International Airport extending the agreement through July 31, 2024.

July 18, 2019 - City Council approved Supplemental Budget Resolution No. 2019-38, appropriating funds for the renewal and replacement of certain equipment and improvements of the Rental Car Service Facilities as contemplated in Amendment Number 2 of the Rental Car Concession Agreement and Real Property Lease at the Pensacola International Airport.

January 16, 2020 - City Council authorized the Mayor to execute the Rental Car Concession Agreement and Real Property Lease with Executive Car Rental, Inc.

December 16, 2021 - City Council approved an Assignment and Assumption of a Lease with Consents of the Executive Car Rental, Inc. Rental Car Concession Agreement and Real Property Lease to American Rent A Car Inc.

FUNDING:

Budget: \$4,000,000.00 Airport CFC Appropriated Balance

\$4,000,000.00

Actual: \$4,000,000.00 Rental Car Service Facilities Repairs and/or Improvements
\$4,000,000.00 (TBD)

FINANCIAL IMPACT:

Adoption of Supplemental Budget Resolution No. 2024-73 by City Council will appropriate the budget in the Airport Fund for the repairs and/or improvements as contemplated in the Amendment. Funding for the projects will come from Airport CFC fund balance.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-73
2. Supplemental Budget Explanation No. 2024-73
3. Rental Car Concession Agreement and Real Property Lease Amendment-2024

PRESENTATION: No

**RESOLUTION
NO. 2024-73**

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:

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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 - AIRPORT RENTAL CAR CONCESSION AGREEMENT & REAL PROPERTY LEASE AMENDMENT & EXTENSION

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
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Appropriations		
Operating Expenses	<u>4,000,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>4,000,000</u>	

AMENDMENT NUMBER ____

RENTAL CAR CONCESSION AGREEMENT AND
REAL PROPERTY LEASE

BETWEEN

AND

CITY OF PENSACOLA, FLORIDA
PENSACOLA INTERNATIONAL AIRPORT

AMENDMENT NUMBER ____
RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE

THIS AMENDMENT NO. ____ TO RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE (hereinafter referred to as this "Amendment No. ____") is made and entered into this day ____ of _____, 2024 by and between the CITY OF PENSACOLA, a municipal corporation of the State of Florida with the address of 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as "City") and _____, a _____ limited liability company authorized to do business in the State of Florida (hereinafter referred to as "Concessionaire"). (Each at times referred to as a "party" or collectively as "parties").

WITNESSETH:

WHEREAS, City and Concessionaire have entered into a certain Rental Car Concession Agreement and Real Property Lease dated _____, as amended by that certain Amendment No. 1 dated _____, Amendment No. 2 dated _____, and Amendment No. 3 dated _____ (hereinafter collectively referred to as the "Agreement");

WHEREAS, the Agreement expires July 31, 2024, and the City has determined that it is in the best interest of the Pensacola International Airport (hereinafter referred to as "Airport") to update the Service Facilities Ground Rent and extend the term of the Agreement; and

WHEREAS, the Concessionaire has determined that it wishes to extend the term of the Agreement for an additional five years; and

WHEREAS, parties hereby agree to the terms and condition added to the Agreement by this Amendment No. ____;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that the Agreement shall be amended as follows:

1. REVISED ARTICLE 2 TERM

In Article 2 "Term", the section titled "Duration" is hereby deleted in its entirety and the following inserted in lieu thereof:

"Duration

The Term of this Agreement shall commence at midnight (12:00 a.m.) on August 1, 2024 (the commencement date) and shall terminate at 11:59 p.m. on July 31, 2029, subject to earlier termination pursuant to the terms and conditions of this Agreement."

2. REVISED ARTICLE 6 RENTALS, FEES, AND CHARGES AND REQUIRED REPORTS

In Article 6 "Rentals, Fees, and Charges and Required Reports", the section titled "Service Facility Ground Rent" is hereby deleted in its entirety and the following inserted in lieu thereof:

"Service Facility Ground Rent

Effective August 1, 2024 and continuing to the end of the term of this Agreement, for the Service Facilities shown on Exhibit A-3 the annual Ground Rent is \$286,000 per year. The \$286,000 is the prior period's Ground Rent of \$233,000 increased by the change in the Consumer Price Index from March 2019 to March 2024. Effective August 1, 2024, the Ground Rent for each Service Facility is as follows:

Facility	Acres	Annual Ground Rent
Service Facility No. 1	3.08	\$ 74,000
Service Facility No. 2	2.12	50,000
Service Facility No. 3	3.10	74,000
Service Facility No. 4	2.11	50,000
Service Facility No. 5	1.60	38,000
Total	12.01	\$ 286,000

The Service Facility Ground Rent is payable to the City monthly in advance and without demand on the first day of each calendar month."

3. RENTAL CAR SERVICE FACILITIES RENEWALS AND REPLACEMENTS

At such time as this Amendment No. ___ is fully executed by the City and all rental car concessionaires have executed similar amendments to their respective agreements with the City, the City shall undertake the renewal and replacement of certain equipment and improvements in the Rental Car Service Facilities in an amount, in the aggregate, not to exceed \$4 million. Using only the Airport's Customer Facility Charge (CFC) to fund the renewals and replacements, the City will undertake the projects in the priority order below until such time funds are fully appropriated:

Priority 1 - QTA Security. The Airport will harden the perimeter fencing located around the current QTAs pursuant to plans and specifications prepared by the Airport and approved by concessionaire(s). Hardening will generally include replacement of the existing 4' fence with a 6' chain link fence, augmented by interior bollards and metal bollard cables. The Airport will make such improvements (with appropriate landscaping), provided that the costs of such improvements are eligible to be paid solely from CFC funds and shall not exceed the sum of \$1.5 million.

If desired, concessionaire will be solely responsible for, and agrees to install at its expense, additional security hardware such as wedge barriers, tiger teeth, and gate arms that meets their corporate security requirements. Such additional improvements must be approved by the Airport prior to installation.

Priority 2 - QTA Maintenance and Repair. The Airport will select a consulting engineer that will, after consulting with the Airport and Concessionaire representatives, identify airport-owned assets used or useful to each rental car concessionaire, inspect infrastructure at each QTA, develop and prioritize a list of additional repairs and improvements to be made by the Airport for the benefit of all rental car concessionaires eligible to be paid for with CFC funds, develop order of magnitude cost estimates for such repairs and improvements, and create a report of such activities (the "Priority 2 Report"). The Priority 2 Report shall in all respects be conclusive and binding on the Airport and the Concessionaire. The Airport will make such repairs and improvements in the order identified in the Priority 2 Report, provided that the costs of such repairs and improvements are eligible to be paid solely from CFC funds and shall not exceed the aggregate sum of \$4 million less the amounts of CFC funds spent on Priority 1 above.

* * * * *

Except as amended above, all other terms and conditions of the Agreement not amended hereby shall remain in full force and effect. The Agreement as hereby amended is hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. ____ to the Rental Car Concession Agreement and Real Property Lease as of the day and year first above written.

[CONCESSIONAIRE_NAME]

CITY OF PENSACOLA, FLORIDA

By _____
President

Mayor, D.C. Reeves

(Printed President's Name)

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

Attest _____
Corporate Secretary

Airport Director, Matthew F. Coughlin

Legal in form and execution:

(CORPORATE SEAL)

City Attorney, Adam Cobb

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

**THE OFFICE OF THE CITY CLERK, (850) 435-1715
PUBLCRECORDS@CITYOFPENSACOLA.COM
222 WEST MAIN STREET, PENSACOLA, FL 32502**



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-907

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AMENDMENT AND TERMINATION OF GROUND LEASE AGREEMENT WITH DIVINE WORD COMMUNICATIONS (ADJACENT TO LONG HOLLOW STORMWATER POND)

RECOMMENDATION:

That City Council approve the Amendment and Termination of Ground Lease Agreement with Divine Word Communications, for increased stormwater capacity of the Long Hollow Stormwater Pond as part of the grant-funded Hollice T. Williams Stormwater Park project. Also, that City Council authorize the Mayor to take actions necessary to execute and administer these agreements, 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:

In 2023, the City was awarded over \$25 million in Community Development Block Grant - Disaster Recovery (CDBG-DR) infrastructure grant funds for the Hollice T. Williams Stormwater Park project. The project includes the expansion of the nearby Long Hollow Stormwater Pond.

In August 2012, the City entered into a 20-year ground lease with Divine Word Communication for the purposes of constructing a radio tower facility in the northern end of the Long Hollow Pond. In order to actualize the expansion of the pond within the three-year grant timeline, the City and Divine Word have agreed to terminate the lease early and the City acquire the tower for demolition. The three parcels under the purview of this ground lease are listed in the RFP issued for design and project management services for the Hollice T. Williams Stormwater Park project.

The methodology of acquiring these parcels and the termination of this lease specifically have been discussed and revisited on a continuing basis with Florida Commerce, the state agency administering the grant funds. Florida Commerce has approved the City entering into option agreements with willing sellers, including Divine Word. The option agreements are open-ended, modified versions of the standard purchase and sale agreements used in real property

transactions. Per the terms of the grant, option agreements are utilized as the City must successfully complete a rigorous environmental review of the entire project area before Florida Commerce will agree to fund our project by issuing an authorization to utilize grant funds (AUGF) and any acquisitions can be finalized. The environmental review process is expected to be completed in 12-15 months.

Due to the necessary nature of the leased parcels for the project, grant terms direct the City to assist with relocation of the current tower clients. Relocation due diligence is currently underway and should be resolved by the end of this year. This will allow more than adequate time to address the relocation of the tower clients with the FCC, which requires approximately six months lead time.

PRIOR ACTION:

August 24, 2012 - City Council approved a ground lease with Divine Word Communications.

FUNDING:

Funding will be reimbursed from the \$25 million CDBG-DR grant awarded for the Hollice T. Williams Stormwater Park project. Acquisitions are to use from \$4 million to \$6 million of grant funds, pending successful completion of the environmental review process.

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes**STAFF CONTACT:**

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Amendment and Termination of Lease - Divine Word -v1
2. Option Agreement Template - PSA for HTW-LHP Properties
3. LHP Property Acquisition List - Page 7 HTW RFQ

PRESENTATION: No

AMENDMENT AND TERMINATION OF GROUND LEASE AGREEMENT

THIS AMENDMENT AND TERMINATION OF GROUND LEASE AGREEMENT ("**Termination**") is made effective the ____ day of _____, 2024, by and between THE CITY OF PENSACOLA, FLORIDA, a municipal corporation of the State of Florida ("**City**") and DIVINE WORD COMMUNICATIONS, an Alabama corporation doing business in Florida as DIVINE WORD RADIO, INC ("**Tenant**").

W I T N E S S E T H :

WHEREAS, City and Tenant entered into that certain Ground Lease Agreement dated August 24, 2012, relating to certain property within the Long Hollow storm surge basin, as more particularly described therein (the "**Lease**");

WHEREAS, City and Tenant wish to amend certain portions of and terminate said Lease;

NOW, THEREFORE, in consideration of the forgoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Lease is hereby amended as follows: the Radio Broadcast Facility described in Section 4 of the Lease, shall be and remain the property of the City upon expiration or termination of the Lease. Tenant does hereby release and convey to City all of Tenant's right, title and interest in and to the Radio Broadcast Facility.

2. The Lease is hereby terminated in its entirety, and City and Tenant shall have no further rights or obligations under said Lease other than those that expressly survive its termination.

3. This Termination may be executed in several counterparts, by separate signature pages, and/or by either emailed (e.g. PDF) or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and emailed or facsimile signatures together shall constitute one and the same Amendment

4. Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

[Separate signature pages follow.]

IN WITNESS WHEREOF, parties have executed this Termination as of the dates of their respective signatures below.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Mayor D.C. Reeves

Date signed: _____, 2024

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Legal in form and valid as drawn:

Approved as to content:

Adam Cobb, City Attorney

Deana Stallworth, Property Lease Manager

[A separate signature page follows.]

Amendment and Termination of Ground Lease Agreement – signature page

DIVINE WORD COMMUNICATIONS, an
Alabama corporation, doing business in Florida as
DIVINE WORD RADIO, INC.

Sign: _____

Print: _____

Title: _____

Date: _____

Amendment and Termination of Ground Lease – signature page

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into by and between the **CITY OF PENSACOLA**, a Florida municipal corporation (“**Buyer**”), and [Name of Seller], a [state] [entity type] (“**Seller**”), and is effective as of the date the last of the parties hereto executes the same (the “**Effective Date**”).

WITNESSETH THAT:

1. Purchase and Sale.

(a) Property. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer, the following:

(i) Land. That certain real property located at or about [redacted], and being more particularly depicted and described on Exhibit A attached hereto and made a part of this Agreement (the “**Land**”), together with (A) all privileges, easements, appurtenances and hereditaments pertaining thereto (the “**Appurtenances**”), and (B) all buildings, structures, fixtures and other improvements located thereon (the “**Improvements**”) (the Land, the Appurtenances and the Improvements are collectively referred to in this Agreement as the “**Property**”).

(b) Limitations. The Property shall be conveyed subject to the matters which are, or are deemed to be, the Permitted Encumbrances (as defined below).

2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property shall be \$[Purchase Price] (the “**Purchase Price**”), payable as follows:

(a) Earnest Money. Within five business days after the Effective Date, Buyer shall deposit in escrow with [redacted] (the “**Escrow Agent**”), an earnest money deposit of \$[EMD], to be held in a non-interest bearing account (the “**Earnest Money**”).

(b) Application. If the transactions contemplated by this Agreement close, the Earnest Money shall be credited against Buyer’s costs due at the Closing (as defined below). If the transactions contemplated by this Agreement do not close, the Earnest Money shall be disbursed as provided in this Agreement.

(c) Balance of the Purchase Price. Buyer shall deliver the balance of the Purchase Price to Seller at the Closing in the form of certified check, an electronic wire transfer, or other immediately available funds, subject to adjustment for credits and pro-rations as set forth in this Agreement.

3. Inspections.

(a) Seller Deliveries. Within five days after the Effective Date, Seller shall deliver to Buyer any and all documents and information pertaining to the Property that are

in Seller's possession or reasonably obtainable by Seller including, without limitation, copies of all Property Agreements, Permits, Warranties, existing title insurance policies with respect to the Property and legible copies of documents identified as exceptions thereto, appraisals, environmental or engineering reports, property condition assessments, insurance certificates indicating the current level of "All Risk" insurance and commercial general liability insurance that Seller maintains with respect to the Property, fire marshal reports, flood reports, structural reports, geotechnical studies, maintenance reports, and all as-built or other surveys, plans and specifications for the Property (collectively, the "**Diligence Materials**").

(b) Contingency Waiver Date. For the period commencing on the Effective Date and ending [REDACTED] days thereafter (the "**Contingency Waiver Date**"), Buyer, and Buyer's representatives, employees, guests, invitees, agents and contractors (collectively, "**Agents**"), shall have the right to study and investigate the Property in any manner deemed necessary or desirable by Buyer to determine whether the Property is suitable for Buyer. Buyer, at its election and in its sole discretion, shall have the right to terminate this Agreement for any reason or no reason by delivering written notice to Seller on or before the Contingency Waiver Date, in which event the Earnest Money shall be refunded to Buyer and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). If Buyer shall fail to terminate this Agreement in writing on or before the Contingency Waiver Date, Buyer's right to terminate this Agreement under this Section 3(b) shall expire and this Agreement shall continue in full force and effect.

(c) Approvals.

(i) Land Use Approvals. From and after the Effective Date, Buyer may pursue, seek and/or apply for each and every rezoning, variance, special exception, conditional use permit, site plan approval, platting, and other zoning and/or land use approval from the appropriate governmental authority or authorities, which Buyer may deem necessary or desirable to permit and provide for Buyer's intended development, construction, ownership, operation, use and/or occupancy of the Property (collectively, the "**Land Use Approvals**").

(ii) Other Approvals. From and after the Effective Date, Buyer may pursue, seek and/or apply for each and every other approval, consent, permit or other matter from, of or with the appropriate governmental authority or authorities, or other public or private body or person (including, without limitation, any public, quasi-public or private utility), which Buyer may deem necessary or desirable to permit and provide for Buyer's intended development, construction, ownership, operation, use and/or occupancy of the Property (collectively, the "**Other Approvals**").

4. Access. From and after the Effective Date and until the earlier of the termination of this Agreement or the Closing, Buyer and Buyer's Agents shall have the right to enter upon the Land for the purpose of inspecting the Property and conducting such physical, economic, environmental, engineering, structural, and other inspections, investigations, surveys and studies

of the Property as Buyer shall deem necessary or desirable (collectively, the “**Inspections**”). Seller agrees to cooperate in good faith with Buyer and Buyer’s Agents at all times relating to the Inspections, including, without limitation, making Seller’s agents available to Buyer and Buyer’s Agents upon reasonable notice to answer any questions which Buyer may have concerning the Property and also executing and delivering such authorizations and other documents as may be necessary or desirable to facilitate such Inspections. Except for matters resulting from the negligence or willful misconduct of Seller (or its representatives, employees, guests, invitees, agents or contractors), Buyer shall indemnify, defend and hold Seller harmless from and against any and all third party claims arising out of any injury to any person or damage to the Property attributable to Buyer’s exercise of any of its rights under this Section 4; provided, that Buyer shall not be liable to Seller for any pre-existing condition on the Property merely discovered by Buyer or the disclosure of such condition.

5. Survey and Title Review.

(a) Receipt of Survey and Title Commitment. Buyer may, at its expense, order a survey of the Land in accordance with ALTA Minimum Standard Detail Requirements containing those Table A items Buyer deems necessary or desirable (the “**Survey**”). Following the Effective Date, Buyer shall obtain, (i) a title insurance commitment, showing the condition of Seller’s title to the Land (the “**Title Commitment**”), and (ii) complete and legible copies of all recorded documents listed as Schedule B-1 matters or as special Schedule B-2 exceptions (the “**Exceptions**”, and together with the Title Commitment, the “**Title Documents**”).

(b) Objections. Buyer shall have until the Contingency Waiver Date to examine the Survey and the Title Documents and to provide written objections to Seller of matters set forth in the Survey and/or the Title Documents (the “**Objections**”). In the event Buyer gives timely written notice of its Objections, Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure the Objections. Within five days after receipt of Buyer’s notice of the Objections, Seller shall give written notice to Buyer informing Buyer of Seller’s election with respect to the Objections.

(c) Seller’s Election. If Seller elects not to attempt to cure one or more Objections, Buyer’s sole remedy under this Agreement shall be to either: (i) elect to terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be immediately returned to Buyer and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); or (ii) waive the Objections and continue the transactions contemplated by this Agreement.

(d) Termination. To terminate this Agreement pursuant to Section 5(c) of this Agreement, Buyer must give written notice to Seller of Buyer’s election to terminate not later than five days after receipt of written notice from Seller of Seller’s election not to attempt to cure one or more Objections. If Buyer fails to give timely notice of its election to terminate, Buyer’s right to terminate this Agreement under Section 5(c) of this Agreement shall expire and the Objections shall be deemed to be “**Permitted Encumbrances**.” Moreover, any matter disclosed on the Survey or the Title Commitment

to which Buyer does not timely object or which are approved by Buyer, and any Objection that is waived or deemed to have been waived by Buyer, shall be deemed to be a Permitted Encumbrance. For the avoidance of doubt, no Seller Encumbrance (as defined below) shall be or be deemed to be a Permitted Encumbrance.

(e) Seller Encumbrances. Notwithstanding any provision in this Agreement, all Seller Encumbrances must be satisfied, remedied and/or cured by Seller on or before the Closing Date. As used herein, the term “**Seller Encumbrance**” shall mean (i) any mortgage, deed of trust, judgment lien, or other monetary lien encumbering the Property, (ii) any real property taxes and assessments which are delinquent as of the Closing, and (iii) any mechanic’s, materialmen’s or other similar liens, but excluding any such liens caused by Buyer or Buyer’s Agents.

6. Closing Conditions; Additional Actions.

(a) Buyer Closing Conditions. Buyer’s obligations under this Agreement are contingent upon satisfaction or waiver of the following conditions (each a “**Buyer Closing Condition**” and collectively, the “**Buyer Closing Conditions**”):

(i) There shall have been no material adverse change to the Property since the Contingency Waiver Date.

(ii) The title company shall be committed at the Closing to issue to Buyer, effective as of the date and time of the recording of the Deed (as defined below), an owner’s title insurance policy, in the full amount of the Purchase Price, insuring that fee simple title to the Land will be vested in Buyer, with the standard exceptions deleted and otherwise subject only to the Permitted Encumbrances (the “**Title Policy**”).

(iii) Buyer shall have received written notice from the State of Florida confirming successful completion of the environmental review process relating to the Property sufficient to enable disbursement of State and/or Federal grant funds to Buyer for use in relation to its acquisition and/or development of the Property (“**Grant Approval**”).

(b) Failure of a Buyer Closing Condition. If either of the Buyer Closing Conditions (i) and (ii) have not been satisfied on or before the Closing Date, then Buyer may elect to terminate this Agreement by written notice to Seller on the Closing Date, in which event the Earnest Money shall be immediately returned to Buyer and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). Buyer shall have the right to unilaterally waive Buyer Closing Conditions (i) or (ii) by proceeding to Closing. In the event Closing Condition (iii) (Grant Approval) is not received and evidence thereof delivered to Seller within days following the Effective Date, then, notwithstanding anything herein to the contrary, the Earnest Money shall be immediately delivered to Seller and nonrefundable to Buyer, but shall be applied to the Purchase Price at Closing in the event Closing occurs.

7. Representations and Warranties of Seller.

(a) Representations and Warranties. Seller represents and warrants to Buyer as of the Effective Date and Closing Date that:

(i) Seller has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Seller is a party.

(ii) This Agreement has been duly authorized, executed and delivered by Seller, creates legal, valid and binding obligations of Seller, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Seller or the Property is bound.

(iii) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by Seller (other than those that have been obtained or will be obtained on or prior to the Closing).

(iv) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding (including, without limitation, condemnation or eminent domain proceedings or tax protests or appeals) pending or threatened against Seller or, to Seller's knowledge, the Property.

(v) Except for those matters disclosed in the Title Commitment, there are no agreements, contracts, leases, licenses or other arrangements or understandings of any kind or nature concerning the Property.

(vi) The Diligence Materials are all the documents and information pertaining to the Property that are in Seller's possession or reasonably obtainable by Seller and are true and complete copies thereof.

(vii) To Seller's knowledge, the Property is not subject to any easements, covenants, conditions, restrictions, agreements, liens or encumbrances not of record.

(viii) Seller is not in default of the terms and provisions of any of the covenants, conditions, restrictions or easements constituting a Permitted Encumbrance.

(ix) Seller has not entered into any contract, agreement or option, other than this Agreement, granting to any party the right to purchase the Property that remains in effect.

(x) Seller has not received any written notice from any municipal, county, state, federal or other governmental authority of any violation of any statutes, codes, ordinances, rules or regulations affecting the Property.

(xi) There are not capital or other improvements being performed at the Property.

(xii) Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.

(xiii) To Seller's knowledge, no Hazardous Substance (as defined below) has been generated, stored, released, discharged or disposed of, from or on the Property in violation of any Environmental Law (as defined below). "**Hazardous Substances**" shall mean any and all pollutants, contaminants, toxic or hazardous wastes or any other substances that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized under any Environmental Law. "**Environmental Law**" shall mean any law, ordinance, rule, regulation, order, judgment, injunction or decree relating to pollution or substances or materials which are considered to be hazardous or toxic, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to Know Act, and any state and local environmental law.

(xiv) Seller has not been the subject of any filing of a petition under federal bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

(b) DISCLAIMERS. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT AND ANY MATTERS SET FORTH IN THE DOCUMENTS TO BE DELIVERED IN CONNECTION WITH THE CLOSING, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, AS TO HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT AND ANY MATTER SET FORTH IN THE DOCUMENTS TO BE DELIVERED IN CONNECTION WITH THE CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS".

(c) Survival. The representations and warranties made by Seller in this Section 7 shall survive the Closing.

8. Representations and Warranties of Buyer.

(a) Representations and Warranties. Buyer represents and warrants to Seller as of the Effective Date and Closing Date that:

(i) Buyer has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Buyer is a party.

(ii) This Agreement has been duly authorized, executed and delivered by Buyer, creates legal, valid and binding obligations of Buyer, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Buyer is bound.

(iii) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by Buyer (other than those that have been obtained or will be obtained on or prior to the Closing).

(b) Survival. The representations and warranties made by Buyer in this Section 8 shall survive the Closing.

9. Operation of the Property.

(a) Leases. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, Seller shall not, without Buyer's prior written consent, enter into or amend any leases, licenses or other agreements for occupancy of any part of the Property.

(b) New Property Agreements. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, Seller shall not, without Buyer's prior written consent, enter into any new service contract, maintenance contract or other contract or agreement with respect to the Property or amend, modify or alter any agreements affecting the Property.

(c) Continued Operations. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, Seller shall continue to operate and maintain the Property and maintain all casualty and liability insurance policies with respect to the Property in the substantially same manner as prior to the Effective Date. Without limiting the foregoing, Seller shall promptly furnish to Buyer copies of any and all written notices pertaining the Property that Seller receives from (i) any governmental or quasi-governmental entities with jurisdiction over the Property, or (ii) the counterparty to any

agreements affecting the Property (such as notices of default, notices of termination, notices of renewal or non-renewal, notices of pricing changes, notices regarding assignment and notices of damage to property or injury to persons).

(d) New Encumbrances. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, Seller shall not, without Buyer's prior written consent, enter into, or cause to be entered into, any agreement of any kind whatsoever to encumber the Property (including, without limitation, any easement, covenant, license, or restriction).

(e) Marketing Activities. After the Effective Date and until the earlier of the termination of this Agreement or the Closing, Seller and its Agents will not initiate, solicit, encourage, directly or indirectly, or accept an offer or proposal regarding the possible purchase and sale of all or any portion of the Property by any person or entity other than Buyer.

(f) Good-Faith Cooperation. Within five days following a written request from Buyer, Seller shall (i) furnish Buyer all documents and/or information which Buyer may deem necessary or desirable, or which Buyer may require, in order to obtain the Land Use Approvals and/or the Other Approvals; (ii) execute any and all applications for the Land Use Approvals and/or the Other Approvals, and any related documents (including, without limitation, any agreements, commitments, easements, or similar documents), which Buyer may deem necessary or desirable, or which Buyer may be required, to file with any governmental authority, or other public or private body or person, in order to obtain the Land Use Approvals and/or the Other Approvals and/or perform its d; and (iii) otherwise use its best, good-faith efforts to assist Buyer in obtaining the Land Use Approvals and the Other Approvals; provided, that Seller shall not be required to incur any material out-of-pocket cost or expense in connection therewith.

(g) Survival. Buyer's rights with respect to any breach by Seller of any provision of this Section 9 shall survive the termination of this Agreement or the Closing.

10. Condemnation/Damage. In the event of any loss or damage to the Property or any portion thereof or in the event any governmental authority issues notice of its intent to take the Property or any portion thereof through its power of eminent domain, Buyer may elect to terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be immediately returned to Buyer and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement). If Buyer does not elect to terminate this Agreement, then Buyer may elect to proceed with the transactions contemplated by this Agreement, in which event Seller shall assign to Buyer all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question at the Closing and there shall not be any reduction to the Purchase Price except for the cost of the deductible payment associated with recovering under such insurance policies.

11. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") is to occur at the office of the Escrow Agent on or before the date that is days

after the later to occur of the Contingency Waiver Date or the date that Buyer receives Grant Approval (the “**Closing Date**”).

12. Prorations. The following are to be apportioned as set forth below:

(a) Taxes. On or before the Closing Date, Seller shall pay any and all past due taxes, assessments, levies and other charges with respect to the Property and any and all interest or penalties thereon. All taxes, assessments, levies and other charges assessed with respect to the Property in the year prior to the year that the Closing occurs but due and payable in the year that the Closing occurs shall be the responsibility of Seller, and Buyer shall receive a credit against the Purchase Price for such taxes, assessments, levies, and charges. All taxes, assessments, levies or charges assessed with respect to the Property in the year that the Closing occurs but due and payable in the year following the year that the Closing occurs shall be prorated through the date of Closing and Buyer shall receive a credit against the Purchase Price for Seller’s pro-rata portion of such taxes, assessments, levies and charges.

(b) Other. All other items customarily apportioned in Pensacola, Florida in connection with the sale of similar properties similarly located shall be prorated as of the Closing Date.

(c) General Principle. All apportionments described above shall be made in a manner consistent with the principle that the income and expenses of the Property for all periods up to the Closing Date shall be attributable to Seller, and all income and expenses of the Property for all periods commencing on the Closing Date and after such time shall be attributable to Buyer.

13. Closing Deliveries.

(a) Seller’s Deliveries. At the Closing, Seller shall deliver the following to Buyer:

(i) A special warranty deed duly executed by Seller conveying to Buyer fee simple title to the Land, subject only to non-delinquent real estate taxes and assessments due and payable after the Closing Date and the Permitted Encumbrances (the “**Deed**”).

(ii) An affidavit certifying to Buyer that Seller is not a “foreign person” within the meaning of Sections 1445 or 7701 of the Internal Revenue Code.

(iii) A seller’s affidavit and/or gap indemnity sufficient to permit the title company to delete the so called “standard exceptions” to the Title Policy and to date the Title Policy no earlier than the date and time of recordation of the Deed.

(iv) Satisfactory evidence of the authority of the signers of the conveyance documents to consummate the transactions on behalf of Seller as reasonably required by the title company or Buyer; and

(v) Such other documents as may be required by the terms of this Agreement, or as may be reasonably necessary in order to consummate the transactions contemplated by this Agreement. All of the documents and instruments referenced in this Section 13(a) shall be in a form reasonably acceptable to Buyer and Seller.

(b) Buyer's Deliveries. At the Closing, Buyer shall deliver the following to Seller:

(i) The Purchase Price, subject to any credits or pro-rations provided for in this Agreement; and.

(ii) Such other documents as may be required by the terms of this Agreement, or as may be reasonably necessary in order to consummate the transactions contemplated by this Agreement.

(c) Closing Statement. At the Closing, Seller and Buyer shall each execute a closing statement drafted by the Escrow Agent in form and content reasonably acceptable to both Buyer and Seller.

(d) Closing Costs.

(i) Seller shall pay all documentary stamp, intangible and other taxes payable in relation to the Deed; one-half of all escrow fees, recording fees and closing costs charged by the title company; and Seller's attorneys' fees and expenses.

(ii) Buyer shall pay the title company's premium for the Title Policy including all fees and costs for the related Commitment, search, and examination; Buyer's attorneys' fees and expenses; one-half of all escrow fees, recording fees and closing costs charged by the title company; the cost for any endorsements to the Title Policy; and all due diligence costs and expenses.

(e) Possession. Seller shall deliver exclusive possession of the Property to Buyer at the Closing.

14. Default.

(a) Seller's Default. In the event that Seller fails to perform any of its obligations under this Agreement for any reason other than Buyer's default or the permitted termination of this Agreement by Seller or Buyer as expressly provided in this Agreement, Buyer shall be entitled, following written notice to Seller and, except for a breach of Seller's obligation to close or a breach of Seller's obligations under Section 13 of this Agreement for which there shall be no opportunity to cure, seven days during which period Seller may cure the default, to (i) elect to terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be immediately returned to Buyer and the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); (ii) waive the

applicable default and continue the transactions contemplated by this Agreement; (iii) enforce specific performance of Seller's obligations; or (iv) pursue any other remedy at law or in equity.

(b) Buyer's Default. In the event that Buyer fails to close the transactions contemplated by this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by Seller or Buyer as expressly provided in this Agreement, Seller shall be entitled, following written notice to Buyer, as its sole remedy, to terminate this Agreement and receive the Earnest Money as liquidated damages, it being agreed between the parties to this Agreement that the actual damages to Seller in the event of such default are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof.

(c) Waiver of Jury Trial. The parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement.

15. Brokers. Each of Buyer and Seller represents and warrants that it has not dealt with any broker, agent, finder or similar party in connection with the transaction contemplated by this Agreement, and each of Buyer and Seller hereby indemnifies, defends and holds harmless the other from any liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of enforcement of the foregoing indemnity, whether arising in any underlying action or in the enforcement of this right of indemnification) arising out of the falsity of the foregoing representation by such party. The provisions of this Section 15 shall survive the Closing or any earlier termination of this Agreement.

16. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Any claim, action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in Escambia County, State of Florida, and each of the parties hereto hereby consents to the jurisdiction of such court and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit, or proceeding in any such court or that any such claim, action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum.

17. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, oral or written are superseded hereby.

18. Time of Essence. Buyer and Seller hereby agree that time is of the essence with regard to the terms and conditions of this Agreement.

19. Binding Effect. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

20. Notices. All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be

(notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, (b) one business day after having been deposited with an expedited, overnight courier service, or (c) when delivered by electronic mail, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to Buyer:

City of Pensacola
Attn: Deana Stallworth
222 W Main Street
Pensacola, Florida 32502

With a copy to:

Adam C. Cobb, City Attorney
222 W Main Street
Pensacola, Florida 32502
Via E-Mail: acobb@cityofpensacola.com

If to Seller:

[Seller Name]
[Seller Street Address]
[Seller City, State and Zipcode]
[Seller Email]

or to such other address as any party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 20 shall constitute delivery.

21. Waiver. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

23. Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

24. Counterparts, Separate Signature Pages and Facsimile Signatures. This Agreement may be executed in several counterparts, by separate signature pages, and/or by either emailed

(e.g., PDF) or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and emailed or facsimile signatures together shall constitute one and the same Agreement.

25. Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller and/or Buyer falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As used in this Agreement, the term “business day” means a day that is not a Saturday, Sunday or federal legal holiday.

26. Interpretation. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

27. Florida Public Records Act. The parties acknowledge, understand and agree that this Agreement, all closing documents, and all written and electronic communications between the parties are subject to public disclosure pursuant to Chapter 119, Florida Statutes (“Florida Public Records Act”).

28. Sovereign Immunity. Nothing herein is intended to serve as a waiver of Buyer’s sovereign immunity to which sovereign immunity applies, nor as a waiver of any applicable limitation on Buyer’s liability for monetary damages as provided by the laws and/or Constitution of the State of Florida.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER:

CITY OF PENSACOLA,
a Florida municipal corporation

ATTEST:

Ericka L. Burnett,
City Clerk

By: _____
D.C. Reeves, Mayor

AFFIX CITY SEAL

Date signed: _____

Approved as to content:

Deana Stallworth,
Property Lease Manager

Approved as to form and legal sufficiency:

Adam Cobb, City Attorney

[A separate signature page follows.]

Purchase and Sale Agreement – signature page.

SELLER:

[Seller Name], a [state] [entity type]

By: _____

Printed: [Authorized Signer]

Title: [Title]

Date signed: _____

Exhibit A

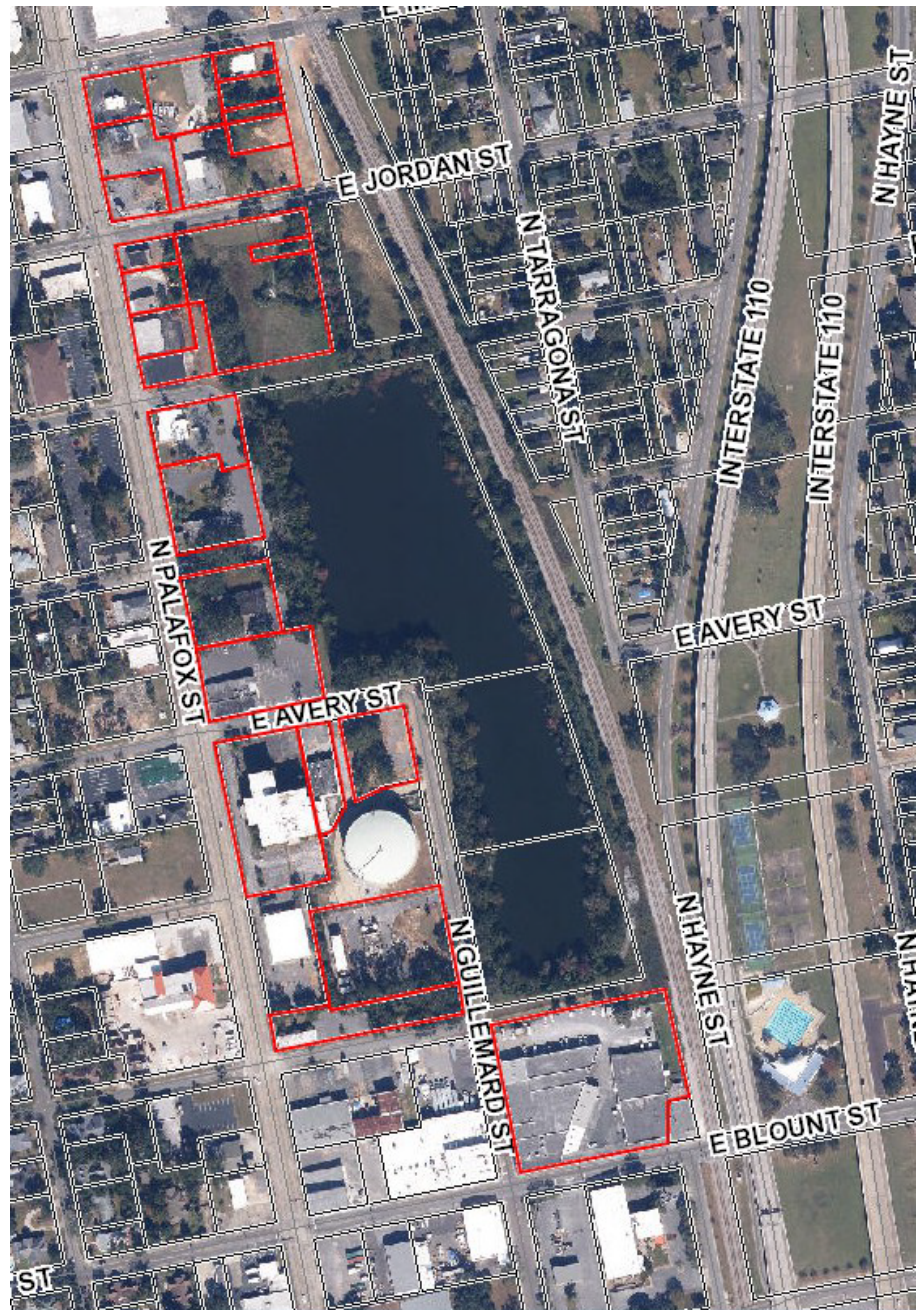
Land

[Legal description to be determined from the Title Commitment and/or Survey.]

Future Property Acquisition

The following parcels are being considered for acquisition by the City of Pensacola in order to promote new development opportunities that fulfill the City's objectives. These include expanding the Long Hollow Stormwater pond and promoting economic development, community accessibility, and housing opportunities.

Parcel Number
00-0S-00-9010-001-093
00-0S-00-9010-001-113
00-0S-00-9010-001-118
00-0S-00-9010-003-118
00-0S-00-9010-006-118
00-0S-00-9010-007-113
00-0S-00-9010-009-118
00-0S-00-9010-010-095
00-0S-00-9010-010-106
00-0S-00-9010-010-125
00-0S-00-9010-011-118
00-0S-00-9010-018-118
00-0S-00-9010-040-102
00-0S-00-9010-040-125
00-0S-00-9010-060-106
00-0S-00-9010-070-125
00-0S-00-9010-110-095
00-0S-00-9010-110-125
00-0S-00-9010-160-125
00-0S-00-9010-180-125
00-0S-00-9010-200-125
00-0S-00-9010-210-125
00-0S-00-9010-270-125
00-0S-00-9010-050-102
00-0S-00-9010-060-102





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-898

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 10-24 - CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA - CAMPING ON PRIVATE PROPERTY PROHIBITED

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 10-24 on first reading.

AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED; EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this Ordinance is to prohibit unauthorized camping in areas on private property that are not designed or intended for use as a camp site, campground or for temporary habitation and that are not equipped with appropriate facilities and accommodations necessary for sanitation, proper food storage, garbage and other refuse disposal that are known to attract pests and rodents which can lead to spread of infectious disease that may spread to surrounding properties and the public at large, and camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/30/2024

STAFF CONTACT:

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

ATTACHMENTS:

1. Proposed Ordinance No. 10-24
2. Business Impact Estimate
3. Data for Proposed Unauthorized Camping Ordinances

PRESENTATION: No

PROPOSED
ORDINANCE NO. 10-24

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, camping in areas, including areas that are located on private property, that are not designed or intended for use as a camp site, campground or for temporary habitation and that are not equipped with appropriate facilities and accommodations necessary for sanitation, proper food storage, garbage and other refuse disposal are known to attract pests and rodents which can lead to spread of infectious disease that may spread to surrounding properties and the public at large; and

WHEREAS, camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking, improper sanitation, inappropriate refuse disposal, and other health and safety hazards known to occur as a result of unauthorized camping, creates an environment that tends to endanger the health, safety and welfare of the public at large which includes the individuals engaged in such camping.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-24 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 8-1-24. Camping on private property prohibited: exceptions; enforcement and penalties

(a) "Camping" for purposes of this section is defined as:

- (1) Use of fabric, metal, cardboard, or other materials as a tent or temporary structure for living accommodations or purposes; or
- (2) Cooking or use of a heating device that involves the use of an open flame or a device capable of generating or containing an open flame. This includes, but is not limited to, a campfire or other fire out-of-doors, a camp

stove, grill, heater or any heating device capable of generating or containing an open flame; or

- (3) Preparing a sleeping bag or other material for bedding to be used as living accommodations; or
- (4) Parking a motor vehicle as defined in Florida Statute 320.01 for the purpose of using the motor vehicle as a living accommodation which includes sleeping overnight; and
- (5) The above described activity(ies) constitute camping when it reasonably appears to a law enforcement or a code enforcement officer that, in light of all of the circumstances, that the participants, in conducting the activity or activities, are in fact using the area as a temporary living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging.

(b) "Private property" shall include all privately owned residential and commercial property.

(c) Camping is prohibited on private property. It shall be unlawful for any person to camp on private property.

(1) It shall be unlawful for any person to camp on private residential property without authorization from the owner.

(2) It shall be unlawful for any person to camp on commercial property.

(3) It shall be unlawful for any commercial property owner or agent to allow persons to camp on commercial property.

(d) Exemptions: It shall not be a violation, and the prohibitions of this section shall not apply if the activities above occur:

(1) Pursuant to a written authorization by the Mayor or his/her designee; or

(2) By any member of a federal, state or local agency including a non-profit agency that has been invited by the and is part of an organized rescue or emergency response and occurs in the performance of an official duty.

(e) Enforcement and penalties:

(1) Any person violating the provisions of 8-1-24(c)(1) or (2) shall be subject to the following penalties: For a first offense the violator may be issued a civil

citation with a fine not to exceed of fifty (50) dollars. Second and subsequent offenses of this section shall be punishable by a fine not exceeding \$500.00. Each day any violation of any provision of this Code shall continue shall constitute a separate offense.

- (2) Any person violating the provisions of 8-1-24(c)(3) shall be subject to the code enforcement penalties as described in FS Chapter 162 and the City of Pensacola Code of Ordinances Chapter 13-2.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 10-24: AN ORDINANCE CREATING SECTION 8-1-24 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PRIVATE PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): Camping in areas, including areas that are located on private property, that are not designed or intended for use as a camp site, campground or for temporary habitation and that are not equipped with appropriate facilities and accommodations necessary for sanitation, proper food storage, garbage and other refuse disposal are known to attract pests and rodents which can lead to spread of infectious disease that may spread to surrounding properties and the public at large; and camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking, improper sanitation, inappropriate refuse disposal, and other health and safety hazards known to occur as a result of unauthorized camping, creates an environment that tends to endanger the health, safety and welfare of the public at large which includes the individuals engaged in such camping.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
None

3. Estimate of direct compliance costs that businesses may reasonably incur:
None

4. Any new charge or fee imposed by the proposed ordinance:
No

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
None

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
None

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

HEALTH HAZARDS

Unhealthy encampment conditions. Conditions in homeless encampments can be dangerous to health. Garbage attracts rodents and other vermin. Food cannot be stored, and dishes cannot be washed properly, facilitating the spread of food-borne diseases. Depending on a camp's location, some residents might use portable toilets or public facilities, but most are likely to use an outdoor location. Poor hygiene contributes to dental and skin problems. Other environmental hazards, such as batteries and fuels, are used for heating and cooking.

In addition to concerns about the hazardous materials mentioned above, which potentially harm both the transients and the surrounding environment, inadequate human waste disposal at large encampments along rivers can pose a hazard to the water supply of nearby communities. Another hazard linked to homeless encampments is fire. Residents of homeless encampments turn to wood stoves and campfires for heat and cooking. If left unattended (typically by intoxicated transients), these fires can become out of control and burn down camp structures and injure people. Larger fires can spread to more populated areas and damage buildings and infrastructure. More significantly for the environment, these fires may kill animals and vegetation and destroy their habitats. Although most wildfires are started by people, there are no data on how many of those are started specifically by transients.

Reference:

Chamard, Sharon. (2010). *Homeless Encampments*. U.S. Department of Justice, Office of Community Oriented Policing Services. ISBN: 978-1-935676-01-0. Available from www.cops.usdoj.gov.
https://popcenter.asu.edu/sites/default/files/sites/default/files/problems/pdfs/homeless_encampments.pdf

The extent of the health, safety, and environmental hazards posed by the encampment.

Encampments can pose public health and safety hazards to encampment residents and to surrounding neighborhoods and businesses. Those hazards include human waste, used needles, rodents, disease, and criminal activity (primarily drug use and prostitution). Encampments also can cause negative impacts on the natural environment. Trash and waste from people living in encampment settings without access to regular sanitation services can pollute waterways and soil.

Reference:

Dunton, L., Khadduri, J., Burnett, K., Fiore, N., & Yetvin, W. (2020). *Exploring Homelessness Among People Living in Encampments and Associated Costs: City Approaches to Encampments and What They Cost*. U.S. Department of Housing and Urban Development, Office of Policy Development and Research. <https://www.huduser.gov/portal/sites/default/files/pdf/Exploring-Homelessness-Among-People.pdf>

Health and Safety Implications

Homeless people generate solid waste during their daily activities of food preparation and consumption, shelter building and maintenance, storing their possessions, eliminating unwanted materials, and gathering recyclable materials of value. The resulting piles of trash become harborages and food sources for vectors and related pathogens, sources of odors, fuel for fires, unattractive nuisances to the public, an attractive nuisance for salvagers, and potential sites that can cause bodily injuries.

Reference:

California Department of Resources Recycling and Recovery. (n.d.). *Homeless encampments: Impacts on solid waste and recycling*. CalRecycle. <https://calrecycle.ca.gov/illegaldump/homelesscamp/#SolidWaste>



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **C Watch**

Location: 1810 W CERVANTES ST # 334 PENSACOLA FL 32501	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 25' 14.02" W 87° 14' 18.49"	FDID: 09022 Incident #: 2024-00320 Exposure ID: 77831213 Exposure #: 0 Incident Date: 01/14/2024 Dispatch Run #: PFD24CAD000346
Location Type: 1 - Street address	

Report Completed by:	Martin , Jed Russell	ID: 270	Date: 01/15/2024
Report Reviewed by:	Walters II , Charles Beresford	ID: 216	Date: 01/16/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:12

Structure Type:	Property Use: 936 - Vacant lot	
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional
Aid Given or Received: None	Primary action taken: 86 - Investigate	
Losses	Pre-Incident Values	
Property: \$0.00	Property:	Civilian Injuries: 0 Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0 Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0 Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 4	

Narrative from dispatch:

2024-01-14 23:19:15

2024-01-14 21:45:13 COMPL CAN SEE SOME TYPE OF FIRE IN THE WOODS BETWEEN DISPATCH LOCATION AND CIRCLE K FROM HER BALCONY ON THE WEST 2024-01-14 21:45:21 UNKNOWN WHAT IS ON FIRE 2024-01-14 21:46:34 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-01-14 21:49:47 OFFENSE NUMBER [PFD24OFF000320] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-01-14 21:52:31 ENG4 ONSCENE AND APPEARS TO BE A SMALL CAMP FIRE, OUT INVESTIGATING 2024-01-14 21:55:06 FIRE IS OUT 2024-01-14 21:55:09 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)
Narrative Title: Trash Fire
Narrative Author: Martin, Jed
Narrative Date: 01/15/2024 06:45:10
Narrative Apparatus ID: E4
Narrative: E-4 crew of four as listed responded normal traffic. We arrived on scene to find a very small camp fire located on the vacant lot just to the west of the Altier. We made conyact with a homeless woman who was camping there. She had the fire out when we arrived. We advised that there was no open burning in the city and she apologized. We returned ?DWAYLAND 01/14/2024 21:45:12 COMPL CAN SEE SOME TYPE OF FIRE IN THE WOODS BETWEEN DISPATCH LOCATION AND CIRCLE K FROM HER BALCONY ON THE WEST SIDE DWAYLAND 01/14/2024 21:45:20 UNKNOWN WHAT IS ON FIRE DWAYLAND 01/14/2024 21:46:34 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 DWAYLAND 01/14/2024 21:49:46 ENG4 OFFENSE NUMBER [PFD24OFF000320] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] DWAYLAND 01/14/2024 21:52:30 ENG4 ONSCENE AND APPEARS TO BE A SMALL CAMP FIRE, OUT INVESTIGATING DWAYLAND 01/14/2024 21:55:05 ENG4 FIRE IS OUT DWAYLAND 01/14/2024 21:55:08 COMPLETED - RETURNING TO QUARTERS

APPARATUS	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	01 /14/2024 21:44:02
Dispatched	01 /14/2024 21:46:45
Enroute	01 /14/2024 21:48:35
Arrived	01 /14/2024 21:52:09
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	01 /14/2024 21:55:08
In Quarters	-- / -- / -- -- : -- : --
In Service	01 /14/2024 21:55:08
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	M	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Jed Russell Martin): _____

Incident Reviewer (Battalion Chief Charles Beresford Walters II): _____



Pensacola Fire
Department

Station: **004**
Shifts Or Platoon: **C Watch**

Location: 55 N Q ST PENSACOLA FL 32505	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 24' 46.26" W 87° 14' 38.33"	FDID: 09022 Incident #: 2024-00384 Exposure ID: 77879335 Exposure #: 0 Incident Date: 01/17/2024 Dispatch Run #: PPD24CAD003400
Location Type: 1 - Street address	

Report Completed by:	Martin , Jed Russell	ID: 270	Date: 01/17/2024
Report Reviewed by:	Walters II , Charles Beresford	ID: 216	Date: 01/18/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:11

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Unintentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-01-17 12:54:26

2024-01-17 11:49:54 OFFENSE NUMBER [PFD24OFF000384] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-01-17 11:50:11 TRASH OR GRASS BURNING BEHIND THE WAREHOUSE

NARRATIVE (2)

Narrative Title: Trash fire

Narrative Author: Martin, Jed

Narrative Date: 01/17/2024 18:32:11

Narrative Apparatus ID: E4

Narrative:

E-4 crew of four as listed responded lights and sirens. We had just been relesead but were still on scene at an activated fire alarm at 120 palafox place. the decision to run lights was made due to the wind conditions and dry weather and the location posibly being a residential structure. We arrived in the area to observe failry heavy heat pushed black smoke on the train tracks north of Navy and behind the humane socity. We placed the engine at the closest access at the humane society and encountered a padlocked gate. I asked the employess inside if they had a key and they advised cut the locks. We used a bolt cutter to cut the locks. we took a water can and hooooks and traveled the tracks about 100 yds north of the bridge where we found a homelss camp. there was a 10 ft x 10 ft area burning of vegitation and several tires. we exhausted the water can but the tires continued to burn . Lt neal made contact with a homeless man who said this was the fire from the patient we had this morning that walked up to the station. I had E-4 driver bring a dry chem. we extinguished the flame but the area was still smoldering. E-4 driver repositioned the engine at the back west side of the FPL property warehouse and we strethced a 200 ft preconnect and applied foam to the area. we never made contact with anyone at the homeless camp. we returned after talking to FPL about getting a gate code.

DMCCREARY 01/17/2024 11:49:53 ENG4 OFFENSE NUMBER [PFD24OFF000384] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] DMCCREARY 01/17/2024 11:50:10 TRASH OR GRASS BURNING BEHIND THE WAREHOUSE DMCCREARY 01/17/2024 11:50:42 *DUPLICATE - (SOURCE: This Call) (DESTINATION: PFD24CAD000417 / FIRE, MISCELLANEOUS) DMCCREARY 01/17/2024 11:50:42 LINK CREATED BETWEEN INCIDENT [PPD24CAD003400] AND INCIDENT [PFD24CAD000417] TAUTON 01/17/2024 11:54:40 SMOKE ON TRAIN TRACKS TAUTON 01/17/2024 12:01:34 RELATED TO THE EARLIER MEDICAL CALL TAUTON 01/17/2024 12:02:32 SMALL TRASH FIRE DMCCREARY 01/17/2024 12:04:53 LINK CREATED BETWEEN INCIDENT [PFD24CAD000417] AND INCIDENT [PFD24CAD000414] TAUTON 01/17/2024 12:11:28 FIRE OUT, REPOSITIONING THE TRUCK TO PUT OUT THE SMOLDERS

APPARATUS	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	Lights and Sirens
# of People	4
Alarm	01 /17/2024 11:48:28
Dispatched	01 /17/2024 11:49:33
Enroute	01 /17/2024 11:50:59
Arrived	01 /17/2024 12:00:11
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	01 /17/2024 13:02:44
In Quarters	-- / -- / -- -- : -- : --
In Service	01 /17/2024 13:02:44
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Unintentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Jed Russell Martin): _____

Incident Reviewer (Battalion Chief Charles Beresford Walters II): _____



**Pensacola Fire
Department**

Station: **002**
Shifts Or Platoon: **A Watch**

Location: 5007 N DAVIS HWY # A PENSACOLA FL 32503	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 28' 14.38" W 87° 13' 29.78"	FDID: 09022 Incident #: 2024-00475 Exposure ID: 77948654 Exposure #: 0 Incident Date: 01/21/2024 Dispatch Run #: PFD24CAD000519
Location Type: 1 - Street address	

Report Completed by:	Choat , Tyler Thomas	ID: 265	Date: 01/25/2024
Report Reviewed by:	Walters II , Charles Beresford	ID: 216	Date: 01/27/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:11

Structure Type:	Property Use: 900 - Outside or special property, other		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: Mutual aid given	Primary action taken: 11 - Extinguishment by fire service personnel		
Mutual AID	Their FDID: 09023	Their State: FL	Their Incident #: 000745
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-01-21 11:17:43

2024-01-21 09:42:17 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-01-21 09:44:21 OFFENSE NUMBER [PFD24OFF000475] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-01-21 09:45:07 DISP. ADD. CHANGED 4818 MOBILE HWY [DOLLAR GENERAL 453-4544 X2[EDISON]] x[TONAWANDA] [PENSACOLA -%3E 920 S PALAFOX ST 2024-01-21 09:45:08 [PLAZA DE LUNA] [PENSACOLA] -%3E ESCAMBIA 2024-01-21 09:45:17 DISP. ADD. CHANGED 920 S PALAFOX ST [PLAZA DE LUNA] [PENSACOLA] -%3E 3298 SUMMIT BLVD [PLASMA TECHNOLOGY 438-8550] 2024-01-21 09:45:18 [PENSACOLA] 2024-01-21 09:49:57 DISP. ADD. CHANGED 3298 SUMMIT BLVD [PLASMA TECHNOLOGY 438-8550] [PENSACOLA] -%3E O ENG2 [PLASMA TECHNOLOGY 438-8550] 2024-01-21 09:49:58 [PENSACOLA] 2024-01-21 09:51:55 DISP. ADD. CHANGED O ENG2 [PLASMA TECHNOLOGY 438-8550] [PENSACOLA] -%3E 4132 DAV [PLASMA TECHNOLOGY 438-8550] [PENS 2024-01-21 09:51:56 ACOLA] 2024-01-21 09:52:02 CAMP FIRE /FIRE OUT 2024-01-21 09:55:13 DISP. ADD. CHANGED 4132 DAV [PLASMA TECHNOLOGY 438-8550] [PENSACOLA] -%3E 5007 N DAVIS HWY [FOOD WORLD GROCERY STORE X 2024-01-21 09:55:14 2[CORDAY ST]] x[AMBER ST] 2024-01-21 09:55:26 ENG2 RTQ

NARRATIVE (2)
Narrative Title: n/a
Narrative Author: Choat, Tyler
Narrative Date: 01/21/2024 15:54:31
Narrative Apparatus ID: E2
Narrative: E-2 responded to this location for the county because they didn't have an available unit. E-2 arrived on scene in the area and saw a small amount of white smoke coming from the homeless camp. E-2 made contact with an individual who was burning a mixture of wood/trash just outside of his tent. E-2 advised the individual of no burning. E-2 extinguished the fire with the water can and the call was terminated.

APPARATUS	
Fire Controlled Date / Time:	1/21/2024 9:50:00 AM
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	01 /21/2024 09:40:15
Dispatched	01 /21/2024 09:42:30
Enroute	01 /21/2024 09:44:25
Arrived	01 /21/2024 09:50:00
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	01 /21/2024 09:55:25
In Quarters	-- / -- / -- -- : -- : --
In Service	01 /21/2024 09:55:25
Number Of People not on apparatus: 0	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Tyler Thomas Choat): _____

Incident Reviewer (Battalion Chief Charles Beresford Walters II): _____



**Pensacola Fire
Department**

Station: **003**
Shifts Or Platoon: **B Watch**

Location: 208 E HIGHLAND DR PENSACOLA FL 32503	Incident Type: 141 - Forest, woods or wildland fire
Lat/Long: N 30° 27' 7.38" W 87° 12' 53.39"	FDID: 09022 Incident #: 2024-01099 Exposure ID: 78419993 Exposure #: 0 Incident Date: 02/18/2024 Dispatch Run #: PFD24CAD001225
Location Type: 1 - Street address	

Report Completed by:	Rockstad , Angela Rochelle	ID: 232	Date: 02/21/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 02/21/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:03

Structure Type:	Property Use: 938 - Graded and cared-for plots of land		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 14 - Contain fire (wildland)		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 3	

Narrative from dispatch:

2024-02-18 23:28:34

2024-02-18 21:53:01 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 3 2024-02-18 21:53:35 OFFENSE NUMBER [PFD24OFF001099] ASSIGNED FOR CALLNO [ENG3] IN AGENCY [PFD] 2024-02-18 22:00:55 LOCATED TWO PILES OF RUBBISH BEHIND A VACANT HOUSE 2024-02-18 22:19:23 ENG3 COMP RTQ//3 TREE STUMPS EXTINGUISHED

NARRATIVE (2)

Narrative Title: smoke outside

Narrative Author: Rockstad, Angela

Narrative Date: 02/18/2024 22:59:11

Narrative Apparatus ID: E3

Narrative:

Engine 2 dispatched to smoke outside in the area of 208 E Highland. Found 3 separate areas in the back yard that were smoking. Upon inspection found that piles were smoldering tree stumps. We used the water can, a garden hose and buckets of water to douse the stumps.

APPARATUS	
Fire Controlled Date / Time:	2/18/2024 10:17:00 PM
Unit	E3
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	02 /18/2024 21:50:32
Dispatched	02 /18/2024 21:52:30
Enroute	02 /18/2024 21:53:24
Arrived	02 /18/2024 21:57:19
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	02 /18/2024 22:19:34
In Quarters	-- / -- / -- -- : -- : --
In Service	02 /18/2024 22:20:00
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Undetermined
Item First Ignited	Heavy vegetation - not crop, including trees	Fire Is Confined To Object Of Origin	TRUE
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Outside/open fire for debris or waste disposal		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	E Highland	
Case Status	Availability Of Material First Ignited	
Investigation inactive	Available at scene	
Entry Method	Extent Of Fire Involvement On Arrival	Container
		No container
Ignition Delay Device	Fuel	Other Investigative Information
		Code violations
Property Ownership	Initial Observations	Laboratory Used
		None
Remarks:		
Someone set fire to 3 tree stumps in backyard of vacant house. Unknown on who set fire. Stumps were smoldering and producing smoke. Called in by neighbor.		

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Lieutenant Angela Rochelle Rockstad): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



Pensacola Fire
Department

Station: **004**
Shifts Or Platoon: **B Watch**

Location: 1900 W MORENO ST PENSACOLA FL 32501	Incident Type: 141 - Forest, woods or wildland fire
Lat/Long: N 30° 25' 41.66" W 87° 14' 20.65"	FDID: 09022 Incident #: 2024-01084 Exposure ID: 78413016 Exposure #: 0 Incident Date: 02/18/2024 Dispatch Run #: PFD24CAD001209
Location Type: 1 - Street address	

Report Completed by:	Akins , Kelly Lee	ID: 281	Date: 02/18/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 02/18/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:04

Structure Type:	Property Use: 936 - Vacant lot		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 3	Total # of personnel on call: 8		

Narrative from dispatch:

2024-02-18 16:01:21

2024-02-18 12:51:26 COMPLAINT TYPE CHANGED FROM: [FIRE, BRUSH/] TO: [SMOKE OUTSIDE/] 2024-02-18 12:51:40 SMOKE IN THE AREA ACROSS FROM THE FRONT OF THIS BLDG 2024-02-18 12:52:18 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-02-18 12:54:51 OFFENSE NUMBER [PFD24OFF001084] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-02-18 13:03:51 SMALL BRUSH FIRE, TRANSIENT CAMP 2024-02-18 13:04:30 OAK TREE BURNING FROM THE INSIDE, EXTINGUISHING NOW 2024-02-18 13:23:00 L11 EN ROUTE TO ASSIST ENG4 2024-02-18 14:59:30 TREE IS OUT 2024-02-18 14:59:35 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Tree fire

Narrative Author: Akins, Kelly

Narrative Date: 02/18/2024 18:19:03

Narrative Apparatus ID: E4

Narrative:

E4 was dispatched for smoke in the area. E4 arrived on scene to the small wooded area where the fire was located in center of a large oak tree. E4 pulled the bumper line to try and extinguish the fire. E4 needed a larger chainsaw to make a larger access point to the center of the tree. L11 was called for. L11 arrived on scene and both crews made a larger access. E4 and L11 continued to try and reach the center where it was still smoldering. BC1 was contact to be updated on the situation. BC1 arrived on scene. The fire was eventually able to be reached and completely extinguished. L11 and BC1 completed and returned to quarters. E4 cleaned up the scene and filled the tank back up from the nearby hydrant. E4 completed and returned to quarters.

APPARATUS			
Unit	E4	Unit	L11
Type:	Engine	Type:	Truck or aerial
Use:	Suppression	Use:	Suppression
Response Mode:	No Lights or Sirens	Response Mode:	No Lights or Sirens
# of People	4	# of People	3
Alarm	02 /18/2024 12:50:24	Alarm	02 /18/2024 12:50:24
Dispatched	02 /18/2024 12:52:27	Dispatched	02 /18/2024 13:19:30
Enroute	02 /18/2024 12:54:24	Enroute	02 /18/2024 13:20:07
Arrived	02 /18/2024 12:59:26	Arrived	02 /18/2024 13:24:29
Cancelled	-- / -- / -- -- : -- : --	Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	02 /18/2024 14:59:37	Cleared Scene	02 /18/2024 14:51:06
In Quarters	-- / -- / -- -- : -- : --	In Quarters	-- / -- / -- -- : -- : --
In Service	-- / -- / -- -- : -- : --	In Service	02 /18/2024 14:51:06
Unit	BC1		
Type:	Chief officer car		
Use:	Suppression		
Response Mode:	No Lights or Sirens		
# of People	1		
Alarm	02 /18/2024 12:50:24		
Dispatched	02 /18/2024 14:14:00		
Enroute	02 /18/2024 14:14:22		
Arrived	02 /18/2024 14:17:54		
Cancelled	-- / -- / -- -- : -- : --		
Cleared Scene	02 /18/2024 14:51:03		
In Quarters	-- / -- / -- -- : -- : --		
In Service	02 /18/2024 14:51:03		
Number Of People not on apparatus: 0			

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Wildland, woods	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Outside/open fire for warming or cooking		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	w moreno	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kelly Lee Akins): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



Pensacola Fire
Department

Station: **001**
Shifts Or Platoon: **A Watch**

Location: E JORDAN ST PENSACOLA FL 32501 DR MARTIN LUTHER KING JR DR	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 26' 4.52" W 87° 12' 52.09"	FDID: 09022 Incident #: 2024-01420 Exposure ID: 78640435 Exposure #: 0 Incident Date: 03/03/2024 Dispatch Run #: PFD24CAD001578
Location Type: 2 - Intersection Cross Street, Directions or National Grid: DR MARTIN LUTHER KING JR DR	

Report Completed by:	Woodbridge , Dylan Thomas	ID: 294	Date: 03/03/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 03/03/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:14

Structure Type:	Property Use: 936 - Vacant lot		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 3	

Narrative from dispatch:

2024-03-03 16:40:20

2024-03-03 13:44:02 RR TRACKS UNDER I-110 / BRUSH FIRE / LOOKS LIKE TRANSIENT FIRE 2024-03-03 13:44:57 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 1 2024-03-03 13:46:44 OFFENSE NUMBER [PFD24OFF001420] ASSIGNED FOR CALLNO [ENG1] IN AGENCY [PFD] 2024-03-03 13:55:38 WATER ON THE FIRE 2024-03-03 14:07:45 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: E Jordan

Narrative Author: Woodbridge, Dylan

Narrative Date: 03/03/2024 19:45:59

Narrative Apparatus ID: E1

Narrative:

On March 3, 2024 Engine 1 was dispatched to a brush fire at the intersection of Jordan and Dr. Martin Luther King Jr. Engine 1 arrived on scene to find a pile of what seemed to be garbage and rubbish on fire. The owner of the land informed us that people had been leaving items and trash on his property so he decided to pile it up and burn it. Engine 1 informed him that there was no burning inside the city limits and we extinguished the fire. After the fire was out, we explained to the owner again that there was no burning inside the city limits again. We made sure there were no hot spots for rekindling and cleared the scene.

APPARATUS	
Unit	E1
Type:	Engine
Use:	Suppression
Response Mode:	Lights and Sirens
# of People	3
Alarm	03 /03/2024 13:42:52
Dispatched	03 /03/2024 13:45:04
Enroute	03 /03/2024 13:46:39
Arrived	03 /03/2024 13:47:58
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	03 /03/2024 14:07:45
In Quarters	-- / -- / -- -- : -- : --
In Service	03 /03/2024 14:07:45
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Dylan Thomas Woodbridge): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **A Watch**

Location: 1918 W GADSDEN ST # B PENSACOLA FL 32501	Incident Type: 142 - Brush or brush-and-grass mixture fire
Lat/Long: N 30° 25' 10.6" W 87° 14' 22.74"	FDID: 09022 Incident #: 2024-02499 Exposure ID: 79445826 Exposure #: 0 Incident Date: 04/23/2024 Dispatch Run #: PFD24CAD002767
Location Type: 1 - Street address	

Report Completed by:	Sears , Dalton Ragon	ID: 279	Date: 04/23/2024
Report Reviewed by:	McLellan , Greg Allen	ID: 252	Date: 04/24/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:13

Structure Type:	Property Use: 429 - Multifamily dwelling		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Cause undetermined after investigation	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property: \$0.00	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents: \$0.00	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total: \$0.00	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 2	Total # of personnel on call: 5		

Narrative from dispatch:

2024-04-23 18:06:49

2024-04-23 15:44:07 BUSH IN THE YARD ON FIRE 2024-04-23 15:44:23 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-04-23 15:46:02 OFFENSE NUMBER [PFD24OFF002499] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-04-23 15:49:25 SMALL FIRE IN THE WOODS - PULLING A BUMPER LINE 2024-04-23 15:54:16 REQ FIRE PREVENTION TO THE SCENE 2024-04-23 16:01:42 FIRE OUT AT THIS TIME 2024-04-23 16:26:39 850-698-0856 - LT MCLELLAND FMC - REQ STATE FIRE CONTACT HIM 2024-04-23 16:29:01 STATE FIRE HAS BEEN NOTIFIED 2024-04-23 16:55:01 CONTACT ECUA REF HYDRANT 1869 AT PACE/GADSDEN LEAKING ONTO THE SIDEWALK 2024-04-23 16:55:20 ECUA NOTIFIED WILL CHECK IT 2024-04-23 17:06:19 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: brush fire w/ damage to house

Narrative Author: Sears, Dalton

Narrative Date: 04/23/2024 19:46:02

Narrative Apparatus ID: E4

Narrative:

E-4 was dispatched to a brush fire. E-4 arrived on scene with PPD already on scene blocking the road. E-4 found an area of brush/woods on fire. The homeowner then walked us to his back yard where a 30 foot portion of his privacy fence had burned down and the heat from the burning fence damaged his vinyl siding on his house. E-4 pulled the bumper line to extinguish the remaining fire. E-4 used two tanks of water (approximately 1,600 gallons) to extinguish the fire and put out the hot embers in the woods. E-4 had fire marshal 3 & 2 respond to the scene to investigate the fire. E-4 was completed on scene and left the scene in the hand of fire marshal 3. E-4 returned to the station.

NARRATIVE (3)

Narrative Title: Origin and Cause

Narrative Author: McLellan, Greg

Narrative Date: 04/24/2024 07:59:20

Narrative Apparatus ID: FM3

Narrative:

Upon arrival, crews were finishing up extinguishment. The front of the structure had no damage, the eastern gate was open where crews had made entry. Some discoloration of the foliage west of the gate. The north side of the Structure had significant vinyl plank melted throughout. The wooden privacy fence section located on the north side of the property had been burned at a complete loss for about 20 ft. I could see through to the adjacent neighbors property where there was heavy brush char down on the ground, discoloration of the canopy leaves above. The state of the adjacent property had heavy over growth and littered with miscellaneous types of debris. The heaviest of the char was located at or on the fence, although the fence was essentially the only significant fuel source available, the rest of the area was leaves. At this time, based off what I saw, the fence was the point of origin. The adjacent property is known to house homeless and squatters. Police have been to the address multiple times for burglary. 1918 Gadsden resident says he has never had contact with adjacent neighbors. PPD advised they would not open an investigative case due to the lack of intent and evidence leading to any individual. SFM was contacted and advised they would not be investigating due to the nature of the incident being a brush fire.

APPARATUS

Unit	E4	Unit	FM3
Type:	Engine	Type:	Chief officer car
Use:	Suppression	Use:	Other
Response Mode:	Lights and Sirens	Response Mode:	No Lights or Sirens
# of People	4	# of People	1
Alarm	04 /23/2024 15:43:29	Alarm	04 /23/2024 15:43:29
Dispatched	04 /23/2024 15:44:29	Dispatched	04 /23/2024 15:54:00
Enroute	04 /23/2024 15:46:15	Enroute	04 /23/2024 16:00:19
Arrived	04 /23/2024 15:48:11	Arrived	04 /23/2024 16:18:32
Cancelled	-- / -- / -- -- : -- : --	Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	04 /23/2024 17:06:23	Cleared Scene	04 /23/2024 17:20:15
In Quarters	-- / -- / -- -- : -- : --	In Quarters	-- / -- / -- -- : -- : --
In Service	04 /23/2024 17:06:23	In Service	04 /23/2024 17:20:15
Number Of People not on apparatus: 0			

FIRE

Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Cause undetermined after investigation
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON

Agency Name	Agency Address	Agency Phone
	1918 W Gadsden st	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

INCIDENT IMAGES





Member Making Report (Captain Dalton Ragon Sears): _____

Incident Reviewer (Lieutenant Greg Allen McLellan): _____



**Pensacola Fire
Department**

Station: **002**
Shifts Or Platoon: **B Watch**

Location: 301 EUCLID ST PENSACOLA FL 32503	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 27' 34.2" W 87° 12' 45.72"	FDID: 09022 Incident #: 2024-02637 Exposure ID: 79548724 Exposure #: 0 Incident Date: 04/30/2024 Dispatch Run #: PFD24CAD002917
Location Type: 1 - Street address	

Report Completed by:	McClammy , Darrell Keith	ID: 248	Date: 04/30/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 04/30/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:10

Structure Type:	Property Use: 124 - Playground		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 3	

Narrative from dispatch:

2024-04-30 11:31:48

2024-04-30 10:11:23 CALLER SAYS THIS HAPPENED THE OTHER DAY ALSO 2024-04-30 10:11:23 GROUND SMOLDERING AT THE BACKSIDE OF THE PARK TOWARDS THE SWING AND SLIDE AREA 2024-04-30 10:11:27 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-04-30 10:13:57 OFFENSE NUMBER [PFD24OFF002637] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-04-30 10:25:25 ENG2 COMP RTQ

NARRATIVE (2)
Narrative Title: Brush Fire
Narrative Author: McClammy, Darrell
Narrative Date: 04/30/2024 10:49:41
Narrative Apparatus ID: E2
Narrative: E-2 dispatched to 301 Euclid St (Pineglades Park) for brush fire, complaint advised dispatch that the ground was smoldering in the park near the swing area. E-2 responded non emergency with crew of 3. E-2 arrived, made contact w/complaint, stated she noticed it yesterday and tried stomping it outwhile on a walk with the dog, showed up today and the area still smolder. E-2 used a shovel and water cooler to extinguish the smoldering area covered in pine straw. E-2 completed and RTQ.

APPARATUS	
Fire Controlled Date / Time:	4/30/2024 10:20:34 AM
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	04 /30/2024 10:07:23
Dispatched	04 /30/2024 10:11:43
Enroute	04 /30/2024 10:13:12
Arrived	04 /30/2024 10:16:35
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	04 /30/2024 10:25:27
In Quarters	-- / -- / -- -- : -- : --
In Service	04 /30/2024 10:25:27
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	301 Euclid St	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Darrell Keith McClammy): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



Pensacola Fire Department

Station: **004**
Shifts Or Platoon: **A Watch**

Location: 150 N W ST PENSACOLA FL 32501	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 24' 48.67" W 87° 15' 2.92"	FDID: 09022 Incident #: 2024-02885 Exposure ID: 79735307 Exposure #: 0 Incident Date: 05/12/2024 Dispatch Run #: PFD24CAD003200
Location Type: 1 - Street address	

Report Completed by:	Akins , Kelly Lee	ID: 281	Date: 05/12/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 05/12/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:06

Structure Type:	Property Use: 951 - Railroad right-of-way	
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel	
Losses	Pre-Incident Values	
Property: \$0.00	Property:	Civilian Injuries: 0 Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0 Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0 Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 4	

Narrative from dispatch:

2024-05-12 08:06:39

2024-05-12 06:44:23 PASSERBY SEES SMOKE IN THE AREA OF THE RR TRACKS NEAR BILL GREGORY PARK 2024-05-12 06:44:30 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-05-12 06:46:53 OFFENSE NUMBER [PFD24OFF002885] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-05-12 06:51:41 NOT SEEING ANYTHING EASTBOUND - COULD NOT REACH CALLER FOR FURTHER INFO 2024-05-12 06:57:58 LOCATED ONE SMALL TRANSIENT CAMPFIRE - EXTINGUISHED IT 2024-05-12 06:58:00 PPD ONSCENE 2024-05-12 06:58:41 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Trash Fire

Narrative Author: Akins, Kelly

Narrative Date: 05/12/2024 07:19:18

Narrative Apparatus ID: E4

Narrative:

E4 was dispatched for a guy setting multiple fires along the railroad tracks. E4 arrived on scene, walked the railroad tracks, and located a transient camp that was burning a small trash fire. E4 told the transients to extinguish the fire. There were no more fires located on the railroad tracks. E4 completed and returned to quarters.

APPARATUS	
Fire Controlled Date / Time:	5/12/2024 6:52:15 AM
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	05 /12/2024 06:42:58
Dispatched	05 /12/2024 06:44:36
Enroute	05 /12/2024 06:46:24
Arrived	05 /12/2024 06:48:11
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	05 /12/2024 06:59:05
In Quarters	-- / -- / -- -- : -- : --
In Service	05 /12/2024 06:59:05
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Railroad right-of-way: on or near	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	N W St	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kelly Lee Akins): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



**Pensacola Fire
Department**

Station: **002**
Shifts Or Platoon: **B Watch**

Location: 5904 WALTON ST PENSACOLA FL 32503	Incident Type: 118 - Trash or rubbish fire, contained
Lat/Long: N 30° 28' 56.6" W 87° 13' 26.87"	FDID: 09022 Incident #: 2024-03567 Exposure ID: 80205563 Exposure #: 0 Incident Date: 06/11/2024 Dispatch Run #: PFD24CAD003950
Location Type: 1 - Street address	

Report Completed by:	Del Rio , Daniel C	ID: 319	Date: 06/12/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 06/13/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:02

Structure Type:	Property Use: 936 - Vacant lot		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 3		

Narrative from dispatch:

2024-06-11 10:06:33

2024-06-11 08:21:57 LIGHT SMOKE SEEN IN THE AREA ; HMLS CAMP IN THE WOODED AREA BEHIND THE HOUSES 2024-06-11 08:22:00 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-06-11 08:27:34 OFFENSE NUMBER [PFD24OFF003567] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-06-11 08:46:58 SMALL TRASH FIRE - FIRE OUT - RTQ 2024-06-11 08:47:40 CODE CALLED IN REF TO THIS CALL - RESD CALLED BACK ABOUT TRASH AND SUCH IN THE AREA- PPD CALLED

NARRATIVE (2)

Narrative Title: n/a

Narrative Author: Del Rio, Daniel

Narrative Date: 06/11/2024 14:55:24

Narrative Apparatus ID: n/a

Narrative:

E-2 dispatched to a smoke outside. E-2 arrived to the address given and made contact with the homeowner who states there is a homeless camp behind there residence and smoke coming into there back yard. E-2 circles the block and finds the entrance into a wooded area finding a tent and a small smoldering trash fire. E-2 uses the water can to extinguish and cool the pile. E-2 complete returning.

APPARATUS	
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	06 /11/2024 08:20:24
Dispatched	06 /11/2024 08:22:08
Enroute	06 /11/2024 08:23:49
Arrived	06 /11/2024 08:28:58
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	06 /11/2024 08:47:53
In Quarters	-- / -- / -- -- : -- : --
In Service	06 /11/2024 08:47:54
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Other area of fire origin	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Multiple types of material	Cause Of Ignition	Intentional
Factor Contributing To Ignition	None		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	walton	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Lieutenant Daniel C Del Rio): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **A Watch**

Location: 5 N Q ST PENSACOLA FL 32502	Incident Type: 142 - Brush or brush-and-grass mixture fire
Lat/Long: N 30° 24' 46.26" W 87° 14' 38.33"	FDID: 09022 Incident #: 2024-03740 Exposure ID: 80338509 Exposure #: 0 Incident Date: 06/19/2024 Dispatch Run #: PFD24CAD004147
Location Type: 1 - Street address	

Report Completed by:	Reed , Kyle Franklin	ID: 298	Date: 06/19/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 06/19/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:14

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Cause undetermined after investigation	
Aid Given or Received: None	Primary action taken: 12 - Salvage & overhaul		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 4		

Narrative from dispatch:

2024-06-19 16:02:33

2024-06-19 14:17:39 UNK WHAT IS FIRE PER FIRST CALLER 2024-06-19 14:18:29 BEHIND THE BLDG 2024-06-19 14:18:32 RECV AN ADDT CALL THE WOODEN FENCE BEHIND THE BUILDING IS ON FIRE COMP BELIEVE HOMELESS STARTED THE FIRE 2024-06-19 14:18:53 CB IS EMPLOYEE KRISTINA BELL 850-432-4250 2024-06-19 14:22:59 SMALL BRUSH FIRE NEAR RR. -USING FRONT PUMPER LINE 2024-06-19 14:25:18 FIRE OUT -CKN HOT SPOTS 2024-06-19 14:44:03 COMPLETED - RETURNING TO QUARTERS 2024-06-19 14:44:29 OLD DISP CODES: CODE1 = 0000, CODE2 = , CODE3 = , CODE4 = , CODE5 = , CODE6 = 2024-06-19 14:44:40 OFFENSE NUMBER [PFD24OFF003740] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-06-19 14:44:44 CALL SUSPENDED

NARRATIVE (2)

Narrative Title: Brush Fire 5 N Q St

Narrative Author: Reed, Kyle

Narrative Date: 06/19/2024 15:05:43

Narrative Apparatus ID: E4

Narrative:

E4 was dispatched to 5 N Q St for a brush fire behind the animal shelter. E4 arrived on scene and behind the shelter near the railroad a small amount of brush look like it had burned. E4 used the front bumper line to wet hot spots and cool the area that burned. No one on scene said they saw who or what started the fire. E4 finished overhauling the burned area and completed the assignment. E4 returned to quarters on main.

APPARATUS	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	06 /19/2024 14:16:50
Dispatched	06 /19/2024 14:17:00
Enroute	06 /19/2024 14:18:53
Arrived	06 /19/2024 14:19:26
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	06 /19/2024 14:51:00
In Quarters	-- / -- / -- -- : -- : --
In Service	06 /19/2024 14:51:00
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Cause undetermined after investigation
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	Q ST	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kyle Franklin Reed): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



Pensacola Fire
Department

Station: **001**
Shifts Or Platoon: **A Watch**

Location: 1801 W ROMANA ST PENSACOLA FL 32501 S K ST	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 24' 35.89" W 87° 14' 16.73"	FDID: 09022 Incident #: 2024-04087 Exposure ID: 80588117 Exposure #: 0 Incident Date: 07/04/2024 Dispatch Run #: PFD24CAD004526
Location Type: 1 - Street address Cross Street, Directions or National Grid: S K ST	

Report Completed by:	White , Nicholas Tyler	ID: 339	Date: 07/04/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 07/07/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:05

Structure Type:	Property Use: 124 - Playground		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Unintentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 3	

Narrative from dispatch:

2024-07-04 22:55:28

2024-07-04 21:24:33 COMP STATES SMALL FIRE IN THE PARK NEAR A TREE 2024-07-04 21:26:46 OFFENSE NUMBER [PFD24OFF004087] ASSIGNED FOR CALLNO [ENG1] IN AGENCY [PFD] 2024-07-04 21:29:22 DISP. ADD. CHANGED W ROMANA ST x[S K ST] [PENSACOLA] -%3E 1801 W ROMANA ST [KIWANIS PARK X2[S L ST]] x[S K ST] [PE 2024-07-04 21:29:23 NSACOLA] 2024-07-04 21:35:49 SMALL TRASHCAN FIRE 2024-07-04 21:35:56 FIRE IS OUT 2024-07-04 21:41:42 NO CITY PROP DAMAGE 2024-07-04 21:41:54 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)
Narrative Title: 1801 W ROMANA ST
Narrative Author: White, Nicholas
Narrative Date: 07/04/2024 22:53:34
Narrative Apparatus ID: E1
Narrative: E1 was dispatched to a trash fire near a tree at the address listed above. E1 arrived on scene to find a trash can full of trash, engulfed in flames. E1 used the water can and the cooler to extinguish the fire. No city property damage. E1 completed and RTQ.

APPARATUS	
Fire Controlled Date / Time: 7/4/2024 9:35:55 PM	
Unit	E1
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	07 /04/2024 21:24:08
Dispatched	07 /04/2024 21:24:46
Enroute	07 /04/2024 21:26:39
Arrived	07 /04/2024 21:33:30
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	07 /04/2024 21:41:57
In Quarters	-- / -- / -- -- : -- : --
In Service	07 /04/2024 21:41:57
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Chute/container - trash, rubbish, waste	Heat Source	Fireworks
Item First Ignited	Rubbish, trash, waste	Fire Is Confined To Object Of Origin	
Type Of Material		Cause Of Ignition	Unintentional
Factor Contributing To Ignition	Abandoned or discarded materials or products		
Human Factors Contributing	None		

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Lieutenant Nicholas Tyler White): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



**Pensacola Fire
Department**

Station: **002**
Shifts Or Platoon: **C Watch**

Location: 3305 MARCUS DR PENSACOLA FL 32501	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 26' 49.2" W 87° 13' 27.44"	FDID: 09022 Incident #: 2024-04349 Exposure ID: 80774632 Exposure #: 0 Incident Date: 07/15/2024 Dispatch Run #: PFD24CAD004805
Location Type: 1 - Street address	

Report Completed by:	Hinote , Bryan Shane	ID: 258	Date: 07/15/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 07/17/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:04

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 85 - Enforce codes		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-07-15 23:01:39

2024-07-15 21:28:52 SMOKE OUTSIDE POSS BY THE OVERPASS 2024-07-15 21:29:02 NO FLAMES SEEN 2024-07-15 21:30:03 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-07-15 21:30:17 OFFENSE NUMBER [PFD24OFF004349] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-07-15 21:34:51 COUNTY FIRE IS NOT WORKING ANY HOMELESS CAMP FIRES 2024-07-15 21:41:57 ENG2 FOUND A SMALL FIRE AT THE HOMELESS CAMP BEHIND THE DISPATCH LOCATION 2024-07-15 21:42:06 ENG2 GOING TO INVESTIGATE 2024-07-15 21:46:31 FIRE EXTINGUISHED 2024-07-15 21:46:34 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Homeless Camp fire

Narrative Author: Hinote, Bryan

Narrative Date: 07/15/2024 22:02:14

Narrative Apparatus ID: E2

Narrative:

E-2 arrived on scene to a small fire at homeless camp next to train tracks behind dispatched address. Camp members advised fire was small and contained but would extinguish. Fire extinguished. E-2 RTQ.

APPARATUS	
Fire Controlled Date / Time: 7/15/2024 9:46:31 PM	
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	07 /15/2024 21:28:05
Dispatched	07 /15/2024 21:30:10
Enroute	07 /15/2024 21:31:41
Arrived	07 /15/2024 21:36:14
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	07 /15/2024 21:46:37
In Quarters	-- / -- / -- -- : -- : --
In Service	07 /15/2024 21:46:37
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Lighter: cigarette, cigar
Item First Ignited	Multiple items first ignited	Fire Is Confined To Object Of Origin	TRUE
Type Of Material		Cause Of Ignition	Intentional
Factor Contributing To Ignition	None		
Human Factors Contributing	None		

ARSON

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Bryan Shane Hinote): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



Pensacola Fire
Department

Station: **004**
Shifts Or Platoon: **A Watch**

Location: N M ST PENSACOLA FL 32501 W GADSDEN ST	Incident Type: 118 - Trash or rubbish fire, contained
Lat/Long: N 30° 25' 10.52" W 87° 14' 20.72"	FDID: 09022 Incident #: 2024-04845 Exposure ID: 81124791 Exposure #: 0 Incident Date: 08/06/2024 Dispatch Run #: PFD24CAD005355
Location Type: 2 - Intersection Cross Street, Directions or National Grid: W GADSDEN ST	

Report Completed by:	Akins , Kelly Lee	ID: 281	Date: 08/07/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 08/09/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:00

Structure Type:	Property Use: 419 - 1 or 2 family dwelling		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 87 - Investigate fire out on arrival		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-08-06 22:08:55

2024-08-06 20:50:01 ENG4 ADVISED FIRE OUT COMP RTQ 2024-08-06 20:50:07 OFFENSE NUMBER [PFD24OFF004845] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD]

NARRATIVE (2)
Narrative Title: Trash fire Narrative Author: Akins, Kelly Narrative Date: 08/07/2024 16:14:16 Narrative Apparatus ID: E4 Narrative: E4 was dispatched for a dumpster fire. E4 arrived on scene and located the green dumpster. E4 made contact with a transient and the dumpster was not on fire. The transient set a small fire inside a cinder block on the patio of the house and put it out. There was no fire. E4 completed and returned to quarters.

APPARATUS	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	Lights and Sirens
# of People	4
Alarm	08 /06/2024 20:42:19
Dispatched	08 /06/2024 20:43:40
Enroute	08 /06/2024 20:45:08
Arrived	08 /06/2024 20:47:30
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	08 /06/2024 20:50:09
In Quarters	-- / -- / -- -- : -- : --
In Service	-- / -- / -- -- : -- : --
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Courtyard, patio, terrace	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	N M St.	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kelly Lee Akins): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-904

City Council

9/26/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 11-24 - AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA - CAMPING ON PUBLIC PROPERTY PROHIBITED

RECOMMENDATION:

That City Council approve Amended Ordinance No. 11-24 on first reading.

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AND EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this Ordinance is to prohibit unauthorized camping in public areas that were neither designed nor intended for use as a camp site, campground or for temporary habitation and such unauthorized use tends to impair, obstruct, or otherwise detract from the intended purpose and interferes with the rights of the general public to use and enjoy the areas for their intended purposes. Camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking, improper sanitation, inappropriate refuse disposal, and other health and safety hazards such as attraction of pests and possible spread of disease that are known to occur as a result of unauthorized camping, creates and environment that tends to endanger the health, safety and welfare of the public at large which includes the individuals engaged in such camping.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/30/2024

STAFF CONTACT:

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

ATTACHMENTS:

1. Proposed Ordinance No. 11-24
2. Business Impact Estimate
3. Data For Proposed Unauthorized Camping Ordinances

PRESENTATION: No

PROPOSED
ORDINANCE NO. 11-24

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola owns or maintains public properties that have associated outdoor areas including but not limited to parks, public buildings and grounds, streets, greenspaces, parking areas, walkways, sidewalks, courtyards, lawns and other similar areas that are generally open to the public but are not suitable for overnight use or camping; and

WHEREAS, these public areas were created and are maintained for the primary purpose of use by the general public to access the areas with the ability to safely and efficiently move freely about in and on the areas; and

WHEREAS, these public areas were neither designed nor intended for use as a camp site, campground or for temporary habitation and such unauthorized use tends to impair, obstruct, or otherwise detract from the intended purpose and interferes with the rights of the general public to use and enjoy the areas for their intended purposes; and

WHEREAS, camping in areas that are not designed, intended or equipped with appropriate camping facilities and health safeguards, including but not limited to dangers that occur from unlawful burning of fires for heat or cooking, improper sanitation, inappropriate refuse disposal, and other health and safety hazards such as attraction of pests and possible spread of disease that are known to occur as a result of unauthorized camping, creates an environment that tends to endanger the health, safety and welfare of the public at large which includes the individuals engaged in such camping.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 8-1-19 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 8-1-19. Camping on public property prohibited; exceptions; enforcement and penalties

~~(a) For purposes of this section, "camping" is defined as:~~

- ~~(1) Cooking over an open flame or fire out-of-doors;~~
- ~~(2) Bathing in public for purposed of personal hygiene; or~~
- ~~(3) Sleeping out-of-doors under one of the following circumstances:~~
 - ~~a. Adjacent to or inside a tent; or~~
 - ~~b. Inside some form of temporary shelter.~~

(a) "Camping" for purposes of this section is defined as:

- (1) Use of fabric, metal, cardboard, or other materials as a tent or temporary structure for living accommodations or purposes; or
- (2) Cooking or use of a heating device that involves the use of an open flame or a device capable of generating or containing an open flame. This includes, but is not limited to, a campfire or other fire out-of-doors, a camp stove, grill, heater or any heating device capable of generating or containing an open flame; or
- (3) Preparing a sleeping bag or other material for bedding to be used as living accommodations; or
- (4) Parking a motor vehicle as defined in Florida Statute 320.01 on public property for the purpose of using the motor vehicle as a living accommodation which includes sleeping overnight; and
- (5) The above described activity(ies) constitute camping when it reasonably appears to a law enforcement or a sworn code enforcement officer that, in light of all of the circumstances, that the participants, in conducting an activity or activities as described in (1-4) of this section , are in fact using the area as a temporary living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging.

(b) Camping is prohibited on all public property, except as may be specifically authorizes by the appropriate governmental authority.

(b) "Public property" for purposes of this section is defined as any outdoor area to include public outdoor areas that have a roof or partial enclosure, that is owned, managed or controlled by the City to which the public has access, including but

not limited to public rights of way, parks, streets, sidewalks, bridges, walkways, hiking and biking trails, transit facilities, underpasses, parking lots and green spaces.

~~(c) — Camping is prohibited on all property in the city used for residential purposes; however, that camping is permitted on such property with the permission and consent of the property owner.~~

(c) Unauthorized camping is prohibited on public property. It shall be unlawful for any person to camp on public property without authorization.

~~(d) — An individual in violation of this section who has no private shelter, shall be advised by a law enforcement officer charged with the enforcement of this section of available shelter in the city or county, in addition to any penalties of law.~~

(d) Exceptions: It shall not be a violation, and the prohibitions of this section shall not apply if the activities in (a) of this section occur:

(1) Pursuant to an approved and authorized City event or activity occurring on public property or

(2) By any member of a federal, state or local agency or other organization, including but not limited to a non-profit agency that has been invited by the Mayor or his/ her designee and is part of an organized rescue or emergency response and occurs in the performance of an official duty.

(e) Enforcement and penalties: Any person violating the provisions of this section shall be subject to the following penalties: a first violation may be issued a warning or civil citation with a fine not to exceed of fifty (50) dollars. Second and subsequent violations of this section shall be punished by a fine not exceeding \$500.00 or imprisonment for a term not exceeding 60 days, or by both the fine and imprisonment. An arrest under this section must have been preceded by issuance of a civil citation for a prior violation of this section. Each day a violation of any provision of this Code section shall continue shall constitute a separate offense.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 11-24 AN ORDINANCE AMENDING SECTION 8-1-19 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, CAMPING ON PUBLIC PROPERTY PROHIBITED: EXCEPTIONS; ENFORCEMENT PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): The City of Pensacola owns or maintains public properties that have associated outdoor areas including but not limited to parks, public buildings and grounds, streets, greenspaces, parking areas, walkways, sidewalks, courtyards, lawns and other similar areas that are generally open to the public but are not suitable for overnight use or camping. These public areas were created and are maintained for the primary purpose of use by the general public to access the areas with the ability to safely and efficiently move freely about in and on the areas.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
None

3. Estimate of direct compliance costs that businesses may reasonably incur:
None

4. Any new charge or fee imposed by the proposed ordinance:
No

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
None

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
None

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

HEALTH HAZARDS

Unhealthy encampment conditions. Conditions in homeless encampments can be dangerous to health. Garbage attracts rodents and other vermin. Food cannot be stored, and dishes cannot be washed properly, facilitating the spread of food-borne diseases. Depending on a camp's location, some residents might use portable toilets or public facilities, but most are likely to use an outdoor location. Poor hygiene contributes to dental and skin problems. Other environmental hazards, such as batteries and fuels, are used for heating and cooking.

In addition to concerns about the hazardous materials mentioned above, which potentially harm both the transients and the surrounding environment, inadequate human waste disposal at large encampments along rivers can pose a hazard to the water supply of nearby communities. Another hazard linked to homeless encampments is fire. Residents of homeless encampments turn to wood stoves and campfires for heat and cooking. If left unattended (typically by intoxicated transients), these fires can become out of control and burn down camp structures and injure people. Larger fires can spread to more populated areas and damage buildings and infrastructure. More significantly for the environment, these fires may kill animals and vegetation and destroy their habitats. Although most wildfires are started by people, there are no data on how many of those are started specifically by transients.

Reference:

Chamard, Sharon. (2010). *Homeless Encampments*. U.S. Department of Justice, Office of Community Oriented Policing Services. ISBN: 978-1-935676-01-0. Available from www.cops.usdoj.gov.
https://popcenter.asu.edu/sites/default/files/sites/default/files/problems/pdfs/homeless_encampments.pdf

The extent of the health, safety, and environmental hazards posed by the encampment.

Encampments can pose public health and safety hazards to encampment residents and to surrounding neighborhoods and businesses. Those hazards include human waste, used needles, rodents, disease, and criminal activity (primarily drug use and prostitution). Encampments also can cause negative impacts on the natural environment. Trash and waste from people living in encampment settings without access to regular sanitation services can pollute waterways and soil.

Reference:

Dunton, L., Khadduri, J., Burnett, K., Fiore, N., & Yetvin, W. (2020). *Exploring Homelessness Among People Living in Encampments and Associated Costs: City Approaches to Encampments and What They Cost*. U.S. Department of Housing and Urban Development, Office of Policy Development and Research. <https://www.huduser.gov/portal/sites/default/files/pdf/Exploring-Homelessness-Among-People.pdf>

Health and Safety Implications

Homeless people generate solid waste during their daily activities of food preparation and consumption, shelter building and maintenance, storing their possessions, eliminating unwanted materials, and gathering recyclable materials of value. The resulting piles of trash become harborages and food sources for vectors and related pathogens, sources of odors, fuel for fires, unattractive nuisances to the public, an attractive nuisance for salvagers, and potential sites that can cause bodily injuries.

Reference:

California Department of Resources Recycling and Recovery. (n.d.). *Homeless encampments: Impacts on solid waste and recycling*. CalRecycle. <https://calrecycle.ca.gov/illegaldump/homelesscamp/#SolidWaste>



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **C Watch**

Location: 1810 W CERVANTES ST # 334 PENSACOLA FL 32501	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 25' 14.02" W 87° 14' 18.49"	FDID: 09022 Incident #: 2024-00320 Exposure ID: 77831213 Exposure #: 0 Incident Date: 01/14/2024 Dispatch Run #: PFD24CAD000346
Location Type: 1 - Street address	

Report Completed by:	Martin , Jed Russell	ID: 270	Date: 01/15/2024
Report Reviewed by:	Walters II , Charles Beresford	ID: 216	Date: 01/16/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:12

Structure Type:	Property Use: 936 - Vacant lot	
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional
Aid Given or Received: None	Primary action taken: 86 - Investigate	
Losses	Pre-Incident Values	
Property: \$0.00	Property:	Civilian Injuries: 0 Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0 Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0 Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 4	

Narrative from dispatch:

2024-01-14 23:19:15

2024-01-14 21:45:13 COMPL CAN SEE SOME TYPE OF FIRE IN THE WOODS BETWEEN DISPATCH LOCATION AND CIRCLE K FROM HER BALCONY ON THE WEST 2024-01-14 21:45:21 UNKNOWN WHAT IS ON FIRE 2024-01-14 21:46:34 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-01-14 21:49:47 OFFENSE NUMBER [PFD24OFF000320] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-01-14 21:52:31 ENG4 ONSCENE AND APPEARS TO BE A SMALL CAMP FIRE, OUT INVESTIGATING 2024-01-14 21:55:06 FIRE IS OUT 2024-01-14 21:55:09 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Trash Fire

Narrative Author: Martin, Jed

Narrative Date: 01/15/2024 06:45:10

Narrative Apparatus ID: E4

Narrative:

E-4 crew of four as listed responded normal traffic. We arrived on scene to find a very small camp fire located on the vacant lot just to the west of the Altier. We made conyact with a homeless woman who was camping there. She had the fire out when we arrived. We advised that there was no open burning in the city and she apologized. We returned

?DWAYLAND 01/14/2024 21:45:12 COMPL CAN SEE SOME TYPE OF FIRE IN THE WOODS BETWEEN DISPATCH LOCATION AND CIRCLE K FROM HER BALCONY ON THE WEST SIDE DWAYLAND 01/14/2024 21:45:20 UNKNOWN WHAT IS ON FIRE DWAYLAND 01/14/2024 21:46:34 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 DWAYLAND 01/14/2024 21:49:46 ENG4 OFFENSE NUMBER [PFD24OFF000320] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] DWAYLAND 01/14/2024 21:52:30 ENG4 ONSCENE AND APPEARS TO BE A SMALL CAMP FIRE, OUT INVESTIGATING DWAYLAND 01/14/2024 21:55:05 ENG4 FIRE IS OUT DWAYLAND 01/14/2024 21:55:08 COMPLETED - RETURNING TO QUARTERS

APPARATUS	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	01 /14/2024 21:44:02
Dispatched	01 /14/2024 21:46:45
Enroute	01 /14/2024 21:48:35
Arrived	01 /14/2024 21:52:09
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	01 /14/2024 21:55:08
In Quarters	-- / -- / -- -- : -- : --
In Service	01 /14/2024 21:55:08
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	M	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Jed Russell Martin): _____

Incident Reviewer (Battalion Chief Charles Beresford Walters II): _____



Pensacola Fire
Department

Station: **004**
Shifts Or Platoon: **C Watch**

Location: 55 N Q ST PENSACOLA FL 32505	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 24' 46.26" W 87° 14' 38.33"	FDID: 09022 Incident #: 2024-00384 Exposure ID: 77879335 Exposure #: 0 Incident Date: 01/17/2024 Dispatch Run #: PPD24CAD003400
Location Type: 1 - Street address	

Report Completed by:	Martin , Jed Russell	ID: 270	Date: 01/17/2024
Report Reviewed by:	Walters II , Charles Beresford	ID: 216	Date: 01/18/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:11

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Unintentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-01-17 12:54:26

2024-01-17 11:49:54 OFFENSE NUMBER [PFD24OFF000384] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-01-17 11:50:11 TRASH OR GRASS BURNING BEHIND THE WAREHOUSE

NARRATIVE (2)

Narrative Title: Trash fire

Narrative Author: Martin, Jed

Narrative Date: 01/17/2024 18:32:11

Narrative Apparatus ID: E4

Narrative:

E-4 crew of four as listed responded lights and sirens. We had just been relesead but were still on scene at an activated fire alarm at 120 palafox place. the decision to run lights was made due to the wind conditions and dry weather and the location posibly being a residential structure. We arrived in the area to observe failry heavy heat pushed black smoke on the train tracks north of Navy and behind the humane socity. We placed the engine at the closest access at the humane society and encountered a padlocked gate. I asked the employess inside if they had a key and they advised cut the locks. We used a bolt cutter to cut the locks. we took a water can and hooooks and traveled the tracks about 100 yds north of the bridge where we found a homelss camp. there was a 10 ft x 10 ft area burning of vegitation and several tires. we exhausted the water can but the tires continued to burn . Lt neal made contact with a homeless man who said this was the fire from the patient we had this morning that walked up to the station. I had E-4 driver bring a dry chem. we extinguished the flame but the area was still smoldering. E-4 driver repositioned the engine at the back west side of the FPL property warehouse and we strethced a 200 ft preconnect and applied foam to the area. we never made contact with anyone at the homeless camp. we returned after talking to FPL about getting a gate code.

DMCCREARY 01/17/2024 11:49:53 ENG4 OFFENSE NUMBER [PFD24OFF000384] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] DMCCREARY 01/17/2024 11:50:10 TRASH OR GRASS BURNING BEHIND THE WAREHOUSE DMCCREARY 01/17/2024 11:50:42 *DUPLICATE - (SOURCE: This Call) (DESTINATION: PFD24CAD000417 / FIRE, MISCELLANEOUS) DMCCREARY 01/17/2024 11:50:42 LINK CREATED BETWEEN INCIDENT [PPD24CAD003400] AND INCIDENT [PFD24CAD000417] TAUTON 01/17/2024 11:54:40 SMOKE ON TRAIN TRACKS TAUTON 01/17/2024 12:01:34 RELATED TO THE EARLIER MEDICAL CALL TAUTON 01/17/2024 12:02:32 SMALL TRASH FIRE DMCCREARY 01/17/2024 12:04:53 LINK CREATED BETWEEN INCIDENT [PFD24CAD000417] AND INCIDENT [PFD24CAD000414] TAUTON 01/17/2024 12:11:28 FIRE OUT, REPOSITIONING THE TRUCK TO PUT OUT THE SMOLDERS

APPARATUS	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	Lights and Sirens
# of People	4
Alarm	01 /17/2024 11:48:28
Dispatched	01 /17/2024 11:49:33
Enroute	01 /17/2024 11:50:59
Arrived	01 /17/2024 12:00:11
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	01 /17/2024 13:02:44
In Quarters	-- / -- / -- -- : -- : --
In Service	01 /17/2024 13:02:44
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Unintentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Jed Russell Martin): _____

Incident Reviewer (Battalion Chief Charles Beresford Walters II): _____



Pensacola Fire Department

Station: **002**
Shifts Or Platoon: **A Watch**

Location: 5007 N DAVIS HWY # A PENSACOLA FL 32503	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 28' 14.38" W 87° 13' 29.78"	FDID: 09022 Incident #: 2024-00475 Exposure ID: 77948654 Exposure #: 0 Incident Date: 01/21/2024 Dispatch Run #: PFD24CAD000519
Location Type: 1 - Street address	

Report Completed by:	Choat , Tyler Thomas	ID: 265	Date: 01/25/2024
Report Reviewed by:	Walters II , Charles Beresford	ID: 216	Date: 01/27/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:11

Structure Type:	Property Use: 900 - Outside or special property, other		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: Mutual aid given	Primary action taken: 11 - Extinguishment by fire service personnel		
Mutual AID	Their FDID: 09023	Their State: FL	Their Incident #: 000745
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-01-21 11:17:43

2024-01-21 09:42:17 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-01-21 09:44:21 OFFENSE NUMBER [PFD24OFF000475] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-01-21 09:45:07 DISP. ADD. CHANGED 4818 MOBILE HWY [DOLLAR GENERAL 453-4544 X2[EDISON]] x[TONAWANDA] [PENSACOLA -%3E 920 S PALAFOX ST 2024-01-21 09:45:08 [PLAZA DE LUNA] [PENSACOLA] -%3E ESCAMBIA 2024-01-21 09:45:17 DISP. ADD. CHANGED 920 S PALAFOX ST [PLAZA DE LUNA] [PENSACOLA] -%3E 3298 SUMMIT BLVD [PLASMA TECHNOLOGY 438-8550] 2024-01-21 09:45:18 [PENSACOLA] 2024-01-21 09:49:57 DISP. ADD. CHANGED 3298 SUMMIT BLVD [PLASMA TECHNOLOGY 438-8550] [PENSACOLA] -%3E O ENG2 [PLASMA TECHNOLOGY 438-8550] 2024-01-21 09:49:58 [PENSACOLA] 2024-01-21 09:51:55 DISP. ADD. CHANGED O ENG2 [PLASMA TECHNOLOGY 438-8550] [PENSACOLA] -%3E 4132 DAV [PLASMA TECHNOLOGY 438-8550] [PENS 2024-01-21 09:51:56 ACOLA] 2024-01-21 09:52:02 CAMP FIRE /FIRE OUT 2024-01-21 09:55:13 DISP. ADD. CHANGED 4132 DAV [PLASMA TECHNOLOGY 438-8550] [PENSACOLA] -%3E 5007 N DAVIS HWY [FOOD WORLD GROCERY STORE X 2024-01-21 09:55:14 2[CORDAY ST]] x[AMBER ST] 2024-01-21 09:55:26 ENG2 RTQ

NARRATIVE (2)
Narrative Title: n/a
Narrative Author: Choat, Tyler
Narrative Date: 01/21/2024 15:54:31
Narrative Apparatus ID: E2
Narrative: E-2 responded to this location for the county because they didn't have an available unit. E-2 arrived on scene in the area and saw a small amount of white smoke coming from the homeless camp. E-2 made contact with an individual who was burning a mixture of wood/trash just outside of his tent. E-2 advised the individual of no burning. E-2 extinguished the fire with the water can and the call was terminated.

APPARATUS	
Fire Controlled Date / Time:	1/21/2024 9:50:00 AM
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	01 /21/2024 09:40:15
Dispatched	01 /21/2024 09:42:30
Enroute	01 /21/2024 09:44:25
Arrived	01 /21/2024 09:50:00
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	01 /21/2024 09:55:25
In Quarters	-- / -- / -- -- : -- : --
In Service	01 /21/2024 09:55:25
Number Of People not on apparatus: 0	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Tyler Thomas Choat): _____

Incident Reviewer (Battalion Chief Charles Beresford Walters II): _____



Pensacola Fire
Department

Station: **003**
Shifts Or Platoon: **B Watch**

Location: 208 E HIGHLAND DR PENSACOLA FL 32503	Incident Type: 141 - Forest, woods or wildland fire
Lat/Long: N 30° 27' 7.38" W 87° 12' 53.39"	FDID: 09022 Incident #: 2024-01099 Exposure ID: 78419993 Exposure #: 0 Incident Date: 02/18/2024 Dispatch Run #: PFD24CAD001225
Location Type: 1 - Street address	

Report Completed by:	Rockstad , Angela Rochelle	ID: 232	Date: 02/21/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 02/21/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:03

Structure Type:	Property Use: 938 - Graded and cared-for plots of land		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 14 - Contain fire (wildland)		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 3	

Narrative from dispatch:

2024-02-18 23:28:34

2024-02-18 21:53:01 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 3 2024-02-18 21:53:35 OFFENSE NUMBER [PFD24OFF001099] ASSIGNED FOR CALLNO [ENG3] IN AGENCY [PFD] 2024-02-18 22:00:55 LOCATED TWO PILES OF RUBBISH BEHIND A VACANT HOUSE 2024-02-18 22:19:23 ENG3 COMP RTQ//3 TREE STUMPS EXTINGUISHED

NARRATIVE (2)

Narrative Title: smoke outside

Narrative Author: Rockstad, Angela

Narrative Date: 02/18/2024 22:59:11

Narrative Apparatus ID: E3

Narrative:

Engine 2 dispatched to smoke outside in the area of 208 E Highland. Found 3 separate areas in the back yard that were smoking. Upon inspection found that piles were smoldering tree stumps. We used the water can, a garden hose and buckets of water to douse the stumps.

APPARATUS	
Fire Controlled Date / Time:	2/18/2024 10:17:00 PM
Unit	E3
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	02 /18/2024 21:50:32
Dispatched	02 /18/2024 21:52:30
Enroute	02 /18/2024 21:53:24
Arrived	02 /18/2024 21:57:19
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	02 /18/2024 22:19:34
In Quarters	-- / -- / -- -- : -- : --
In Service	02 /18/2024 22:20:00
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Undetermined
Item First Ignited	Heavy vegetation - not crop, including trees	Fire Is Confined To Object Of Origin	TRUE
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Outside/open fire for debris or waste disposal		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	E Highland	
Case Status	Availability Of Material First Ignited	
Investigation inactive	Available at scene	
Entry Method	Extent Of Fire Involvement On Arrival	Container
		No container
Ignition Delay Device	Fuel	Other Investigative Information
		Code violations
Property Ownership	Initial Observations	Laboratory Used
		None
Remarks:		
Someone set fire to 3 tree stumps in backyard of vacant house. Unknown on who set fire. Stumps were smoldering and producing smoke. Called in by neighbor.		

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Lieutenant Angela Rochelle Rockstad): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **B Watch**

Location: 1900 W MORENO ST PENSACOLA FL 32501	Incident Type: 141 - Forest, woods or wildland fire
Lat/Long: N 30° 25' 41.66" W 87° 14' 20.65"	FDID: 09022 Incident #: 2024-01084 Exposure ID: 78413016 Exposure #: 0 Incident Date: 02/18/2024 Dispatch Run #: PFD24CAD001209
Location Type: 1 - Street address	

Report Completed by:	Akins , Kelly Lee	ID: 281	Date: 02/18/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 02/18/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:04

Structure Type:	Property Use: 936 - Vacant lot		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call:	3	Total # of personnel on call:	8

Narrative from dispatch:

2024-02-18 16:01:21

2024-02-18 12:51:26 COMPLAINT TYPE CHANGED FROM: [FIRE, BRUSH/] TO: [SMOKE OUTSIDE/] 2024-02-18 12:51:40 SMOKE IN THE AREA ACROSS FROM THE FRONT OF THIS BLDG 2024-02-18 12:52:18 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-02-18 12:54:51 OFFENSE NUMBER [PFD24OFF001084] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-02-18 13:03:51 SMALL BRUSH FIRE, TRANSIENT CAMP 2024-02-18 13:04:30 OAK TREE BURNING FROM THE INSIDE, EXTINGUISHING NOW 2024-02-18 13:23:00 L11 EN ROUTE TO ASSIST ENG4 2024-02-18 14:59:30 TREE IS OUT 2024-02-18 14:59:35 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Tree fire

Narrative Author: Akins, Kelly

Narrative Date: 02/18/2024 18:19:03

Narrative Apparatus ID: E4

Narrative:

E4 was dispatched for smoke in the area. E4 arrived on scene to the small wooded area where the fire was located in center of a large oak tree. E4 pulled the bumper line to try and extinguish the fire. E4 needed a larger chainsaw to make a larger access point to the center of the tree. L11 was called for. L11 arrived on scene and both crews made a larger access. E4 and L11 continued to try and reach the center where it was still smoldering. BC1 was contact to be updated on the situation. BC1 arrived on scene. The fire was eventually able to be reached and completely extinguished. L11 and BC1 completed and returned to quarters. E4 cleaned up the scene and filled the tank back up from the nearby hydrant. E4 completed and returned to quarters.

APPARATUS			
Unit	E4	Unit	L11
Type:	Engine	Type:	Truck or aerial
Use:	Suppression	Use:	Suppression
Response Mode:	No Lights or Sirens	Response Mode:	No Lights or Sirens
# of People	4	# of People	3
Alarm	02 /18/2024 12:50:24	Alarm	02 /18/2024 12:50:24
Dispatched	02 /18/2024 12:52:27	Dispatched	02 /18/2024 13:19:30
Enroute	02 /18/2024 12:54:24	Enroute	02 /18/2024 13:20:07
Arrived	02 /18/2024 12:59:26	Arrived	02 /18/2024 13:24:29
Cancelled	-- / -- / -- -- : -- : --	Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	02 /18/2024 14:59:37	Cleared Scene	02 /18/2024 14:51:06
In Quarters	-- / -- / -- -- : -- : --	In Quarters	-- / -- / -- -- : -- : --
In Service	-- / -- / -- -- : -- : --	In Service	02 /18/2024 14:51:06
Unit	BC1		
Type:	Chief officer car		
Use:	Suppression		
Response Mode:	No Lights or Sirens		
# of People	1		
Alarm	02 /18/2024 12:50:24		
Dispatched	02 /18/2024 14:14:00		
Enroute	02 /18/2024 14:14:22		
Arrived	02 /18/2024 14:17:54		
Cancelled	-- / -- / -- -- : -- : --		
Cleared Scene	02 /18/2024 14:51:03		
In Quarters	-- / -- / -- -- : -- : --		
In Service	02 /18/2024 14:51:03		
Number Of People not on apparatus: 0			

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Wildland, woods	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Outside/open fire for warming or cooking		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	w moreno	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kelly Lee Akins): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



Pensacola Fire
Department

Station: **001**
Shifts Or Platoon: **A Watch**

Location: E JORDAN ST PENSACOLA FL 32501 DR MARTIN LUTHER KING JR DR	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 26' 4.52" W 87° 12' 52.09"	FDID: 09022 Incident #: 2024-01420 Exposure ID: 78640435 Exposure #: 0 Incident Date: 03/03/2024 Dispatch Run #: PFD24CAD001578
Location Type: 2 - Intersection Cross Street, Directions or National Grid: DR MARTIN LUTHER KING JR DR	

Report Completed by:	Woodbridge , Dylan Thomas	ID: 294	Date: 03/03/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 03/03/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:14

Structure Type:	Property Use: 936 - Vacant lot		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 3	

Narrative from dispatch:

2024-03-03 16:40:20

2024-03-03 13:44:02 RR TRACKS UNDER I-110 / BRUSH FIRE / LOOKS LIKE TRANSIENT FIRE 2024-03-03 13:44:57 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 1 2024-03-03 13:46:44 OFFENSE NUMBER [PFD24OFF001420] ASSIGNED FOR CALLNO [ENG1] IN AGENCY [PFD] 2024-03-03 13:55:38 WATER ON THE FIRE 2024-03-03 14:07:45 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: E Jordan

Narrative Author: Woodbridge, Dylan

Narrative Date: 03/03/2024 19:45:59

Narrative Apparatus ID: E1

Narrative:

On March 3, 2024 Engine 1 was dispatched to a brush fire at the intersection of Jordan and Dr. Martin Luther King Jr. Engine 1 arrived on scene to find a pile of what seemed to be garbage and rubbish on fire. The owner of the land informed us that people had been leaving items and trash on his property so he decided to pile it up and burn it. Engine 1 informed him that there was no burning inside the city limits and we extinguished the fire. After the fire was out, we explained to the owner again that there was no burning inside the city limits again. We made sure there were no hot spots for rekindling and cleared the scene.

APPARATUS	
Unit	E1
Type:	Engine
Use:	Suppression
Response Mode:	Lights and Sirens
# of People	3
Alarm	03 /03/2024 13:42:52
Dispatched	03 /03/2024 13:45:04
Enroute	03 /03/2024 13:46:39
Arrived	03 /03/2024 13:47:58
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	03 /03/2024 14:07:45
In Quarters	-- / -- / -- -- : -- : --
In Service	03 /03/2024 14:07:45
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Dylan Thomas Woodbridge): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **A Watch**

Location: 1918 W GADSDEN ST # B PENSACOLA FL 32501	Incident Type: 142 - Brush or brush-and-grass mixture fire
Lat/Long: N 30° 25' 10.6" W 87° 14' 22.74"	FDID: 09022 Incident #: 2024-02499 Exposure ID: 79445826 Exposure #: 0 Incident Date: 04/23/2024 Dispatch Run #: PFD24CAD002767
Location Type: 1 - Street address	

Report Completed by:	Sears , Dalton Ragon	ID: 279	Date: 04/23/2024
Report Reviewed by:	McLellan , Greg Allen	ID: 252	Date: 04/24/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:13

Structure Type:	Property Use: 429 - Multifamily dwelling		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Cause undetermined after investigation	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property: \$0.00	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents: \$0.00	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total: \$0.00	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 2	Total # of personnel on call: 5		

Narrative from dispatch:

2024-04-23 18:06:49

2024-04-23 15:44:07 BUSH IN THE YARD ON FIRE 2024-04-23 15:44:23 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-04-23 15:46:02 OFFENSE NUMBER [PFD24OFF002499] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-04-23 15:49:25 SMALL FIRE IN THE WOODS - PULLING A BUMPER LINE 2024-04-23 15:54:16 REQ FIRE PREVENTION TO THE SCENE 2024-04-23 16:01:42 FIRE OUT AT THIS TIME 2024-04-23 16:26:39 850-698-0856 - LT MCLELLAND FMC - REQ STATE FIRE CONTACT HIM 2024-04-23 16:29:01 STATE FIRE HAS BEEN NOTIFIED 2024-04-23 16:55:01 CONTACT ECUA REF HYDRANT 1869 AT PACE/GADSDEN LEAKING ONTO THE SIDEWALK 2024-04-23 16:55:20 ECUA NOTIFIED WILL CHECK IT 2024-04-23 17:06:19 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: brush fire w/ damage to house

Narrative Author: Sears, Dalton

Narrative Date: 04/23/2024 19:46:02

Narrative Apparatus ID: E4

Narrative:

E-4 was dispatched to a brush fire. E-4 arrived on scene with PPD already on scene blocking the road. E-4 found an area of brush/woods on fire. The homeowner then walked us to his back yard where a 30 foot portion of his privacy fence had burned down and the heat from the burning fence damaged his vinyl siding on his house. E-4 pulled the bumper line to extinguish the remaining fire. E-4 used two tanks of water (approximately 1,600 gallons) to extinguish the fire and put out the hot embers in the woods. E-4 had fire marshal 3 & 2 respond to the scene to investigate the fire. E-4 was completed on scene and left the scene in the hand of fire marshal 3. E-4 returned to the station.

NARRATIVE (3)

Narrative Title: Origin and Cause

Narrative Author: McLellan, Greg

Narrative Date: 04/24/2024 07:59:20

Narrative Apparatus ID: FM3

Narrative:

Upon arrival, crews were finishing up extinguishment. The front of the structure had no damage, the eastern gate was open where crews had made entry. Some discoloration of the foliage west of the gate. The north side of the Structure had significant vinyl plank melted throughout. The wooden privacy fence section located on the north side of the property had been burned at a complete loss for about 20 ft. I could see through to the adjacent neighbors property where there was heavy brush char down on the ground, discoloration of the canopy leaves above. The state of the adjacent property had heavy over growth and littered with miscellaneous types of debris. The heaviest of the char was located at or on the fence, although the fence was essentially the only significant fuel source available, the rest of the area was leaves. At this time, based off what I saw, the fence was the point of origin. The adjacent property is known to house homeless and squatters. Police have been to the address multiple times for burglary. 1918 Gadsden resident says he has never had contact with adjacent neighbors. PPD advised they would not open an investigative case due to the lack of intent and evidence leading to any individual. SFM was contacted and advised they would not be investigating due to the nature of the incident being a brush fire.

APPARATUS

Unit	E4	Unit	FM3
Type:	Engine	Type:	Chief officer car
Use:	Suppression	Use:	Other
Response Mode:	Lights and Sirens	Response Mode:	No Lights or Sirens
# of People	4	# of People	1
Alarm	04 /23/2024 15:43:29	Alarm	04 /23/2024 15:43:29
Dispatched	04 /23/2024 15:44:29	Dispatched	04 /23/2024 15:54:00
Enroute	04 /23/2024 15:46:15	Enroute	04 /23/2024 16:00:19
Arrived	04 /23/2024 15:48:11	Arrived	04 /23/2024 16:18:32
Cancelled	-- / -- / -- -- : -- : --	Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	04 /23/2024 17:06:23	Cleared Scene	04 /23/2024 17:20:15
In Quarters	-- / -- / -- -- : -- : --	In Quarters	-- / -- / -- -- : -- : --
In Service	04 /23/2024 17:06:23	In Service	04 /23/2024 17:20:15
Number Of People not on apparatus: 0			

FIRE

Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Cause undetermined after investigation
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON

Agency Name	Agency Address	Agency Phone
	1918 W Gadsden st	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

INCIDENT IMAGES





Member Making Report (Captain Dalton Ragon Sears): _____

Incident Reviewer (Lieutenant Greg Allen McLellan): _____



**Pensacola Fire
Department**

Station: **002**
Shifts Or Platoon: **B Watch**

Location: 301 EUCLID ST PENSACOLA FL 32503	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 27' 34.2" W 87° 12' 45.72"	FDID: 09022 Incident #: 2024-02637 Exposure ID: 79548724 Exposure #: 0 Incident Date: 04/30/2024 Dispatch Run #: PFD24CAD002917
Location Type: 1 - Street address	

Report Completed by:	McClammy , Darrell Keith	ID: 248	Date: 04/30/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 04/30/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:10

Structure Type:	Property Use: 124 - Playground	
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel	
Losses	Pre-Incident Values	
Property: \$0.00	Property:	Civilian Injuries: 0 Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0 Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0 Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 3	

Narrative from dispatch:

2024-04-30 11:31:48

2024-04-30 10:11:23 CALLER SAYS THIS HAPPENED THE OTHER DAY ALSO 2024-04-30 10:11:23 GROUND SMOLDERING AT THE BACKSIDE OF THE PARK TOWARDS THE SWING AND SLIDE AREA 2024-04-30 10:11:27 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-04-30 10:13:57 OFFENSE NUMBER [PFD24OFF002637] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-04-30 10:25:25 ENG2 COMP RTQ

NARRATIVE (2)

Narrative Title: Brush Fire

Narrative Author: McClammy, Darrell

Narrative Date: 04/30/2024 10:49:41

Narrative Apparatus ID: E2

Narrative:

E-2 dispatched to 301 Euclid St (Pineglades Park) for brush fire, complaint advised dispatch that the ground was smoldering in the park near the swing area. E-2 responded non emergency with crew of 3. E-2 arrived, made contact w/complaint, stated she noticed it yesterday and tried stomping it outwhile on a walk with the dog, showed up today and the area still smolder. E-2 used a shovel and water cooler to extinguish the smoldering area covered in pine straw. E-2 completed and RTQ.

APPARATUS	
Fire Controlled Date / Time: 4/30/2024 10:20:34 AM	
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	04 /30/2024 10:07:23
Dispatched	04 /30/2024 10:11:43
Enroute	04 /30/2024 10:13:12
Arrived	04 /30/2024 10:16:35
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	04 /30/2024 10:25:27
In Quarters	-- / -- / -- -- : -- : --
In Service	04 /30/2024 10:25:27
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	301 Euclid St	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Darrell Keith McClammy): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **A Watch**

Location: 150 N W ST PENSACOLA FL 32501	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 24' 48.67" W 87° 15' 2.92"	FDID: 09022 Incident #: 2024-02885 Exposure ID: 79735307 Exposure #: 0 Incident Date: 05/12/2024 Dispatch Run #: PFD24CAD003200
Location Type: 1 - Street address	

Report Completed by:	Akins , Kelly Lee	ID: 281	Date: 05/12/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 05/12/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:06

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 4		

Narrative from dispatch:

2024-05-12 08:06:39

2024-05-12 06:44:23 PASSERBY SEES SMOKE IN THE AREA OF THE RR TRACKS NEAR BILL GREGORY PARK 2024-05-12 06:44:30 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 4 2024-05-12 06:46:53 OFFENSE NUMBER [PFD24OFF002885] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-05-12 06:51:41 NOT SEEING ANYTHING EASTBOUND - COULD NOT REACH CALLER FOR FURTHER INFO 2024-05-12 06:57:58 LOCATED ONE SMALL TRANSIENT CAMPFIRE - EXTINGUISHED IT 2024-05-12 06:58:00 PPD ONSCENE 2024-05-12 06:58:41 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Trash Fire

Narrative Author: Akins, Kelly

Narrative Date: 05/12/2024 07:19:18

Narrative Apparatus ID: E4

Narrative:

E4 was dispatched for a guy setting multiple fires along the railroad tracks. E4 arrived on scene, walked the railroad tracks, and located a transient camp that was burning a small trash fire. E4 told the transients to extinguish the fire. There were no more fires located on the railroad tracks. E4 completed and returned to quarters.

APPARATUS	
Fire Controlled Date / Time: 5/12/2024 6:52:15 AM	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	05 /12/2024 06:42:58
Dispatched	05 /12/2024 06:44:36
Enroute	05 /12/2024 06:46:24
Arrived	05 /12/2024 06:48:11
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	05 /12/2024 06:59:05
In Quarters	-- / -- / -- -- : -- : --
In Service	05 /12/2024 06:59:05
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Railroad right-of-way: on or near	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	N W St	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kelly Lee Akins): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



**Pensacola Fire
Department**

Station: **002**
Shifts Or Platoon: **B Watch**

Location: 5904 WALTON ST PENSACOLA FL 32503	Incident Type: 118 - Trash or rubbish fire, contained
Lat/Long: N 30° 28' 56.6" W 87° 13' 26.87"	FDID: 09022 Incident #: 2024-03567 Exposure ID: 80205563 Exposure #: 0 Incident Date: 06/11/2024 Dispatch Run #: PFD24CAD003950
Location Type: 1 - Street address	

Report Completed by:	Del Rio , Daniel C	ID: 319	Date: 06/12/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 06/13/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:02

Structure Type:	Property Use: 936 - Vacant lot		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 3	

Narrative from dispatch:

2024-06-11 10:06:33

2024-06-11 08:21:57 LIGHT SMOKE SEEN IN THE AREA ; HMLS CAMP IN THE WOODED AREA BEHIND THE HOUSES 2024-06-11 08:22:00 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-06-11 08:27:34 OFFENSE NUMBER [PFD24OFF003567] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-06-11 08:46:58 SMALL TRASH FIRE - FIRE OUT - RTQ 2024-06-11 08:47:40 CODE CALLED IN REF TO THIS CALL - RESD CALLED BACK ABOUT TRASH AND SUCH IN THE AREA- PPD CALLED

NARRATIVE (2)
Narrative Title: n/a
Narrative Author: Del Rio, Daniel
Narrative Date: 06/11/2024 14:55:24
Narrative Apparatus ID: n/a
Narrative: E-2 dispatched to a smoke outside. E-2 arrived to the address given and made contact with the homeowner who states there is a homeless camp behind there residence and smoke coming into there back yard. E-2 circles the block and finds the entrance into a wooded area finding a tent and a small smoldering trash fire. E-2 uses the water can to extinguish and cool the pile. E-2 complete returning.

APPARATUS	
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	06 /11/2024 08:20:24
Dispatched	06 /11/2024 08:22:08
Enroute	06 /11/2024 08:23:49
Arrived	06 /11/2024 08:28:58
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	06 /11/2024 08:47:53
In Quarters	-- / -- / -- -- : -- : --
In Service	06 /11/2024 08:47:54
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Other area of fire origin	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Multiple types of material	Cause Of Ignition	Intentional
Factor Contributing To Ignition	None		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	walton	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Lieutenant Daniel C Del Rio): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **A Watch**

Location: 5 N Q ST PENSACOLA FL 32502	Incident Type: 142 - Brush or brush-and-grass mixture fire
Lat/Long: N 30° 24' 46.26" W 87° 14' 38.33"	FDID: 09022 Incident #: 2024-03740 Exposure ID: 80338509 Exposure #: 0 Incident Date: 06/19/2024 Dispatch Run #: PFD24CAD004147
Location Type: 1 - Street address	

Report Completed by:	Reed , Kyle Franklin	ID: 298	Date: 06/19/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 06/19/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:14

Structure Type:	Property Use: 951 - Railroad right-of-way		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Cause undetermined after investigation	
Aid Given or Received: None	Primary action taken: 12 - Salvage & overhaul		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-06-19 16:02:33

2024-06-19 14:17:39 UNK WHAT IS FIRE PER FIRST CALLER 2024-06-19 14:18:29 BEHIND THE BLDG 2024-06-19 14:18:32 RECV AN ADDT CALL THE WOODEN FENCE BEHIND THE BUILDING IS ON FIRE COMP BELIEVE HOMELESS STARTED THE FIRE 2024-06-19 14:18:53 CB IS EMPLOYEE KRISTINA BELL 850-432-4250 2024-06-19 14:22:59 SMALL BRUSH FIRE NEAR RR. -USING FRONT PUMPER LINE 2024-06-19 14:25:18 FIRE OUT -CKN HOT SPOTS 2024-06-19 14:44:03 COMPLETED - RETURNING TO QUARTERS 2024-06-19 14:44:29 OLD DISP CODES: CODE1 = 0000, CODE2 = , CODE3 = , CODE4 = , CODE5 = , CODE6 = 2024-06-19 14:44:40 OFFENSE NUMBER [PFD24OFF003740] ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD] 2024-06-19 14:44:44 CALL SUSPENDED

NARRATIVE (2)
Narrative Title: Brush Fire 5 N Q St Narrative Author: Reed, Kyle Narrative Date: 06/19/2024 15:05:43 Narrative Apparatus ID: E4 Narrative: E4 was dispatched to 5 N Q St for a brush fire behind the animal shelter. E4 arrived on scene and behind the shelter near the railroad a small amount of brush look like it had burned. E4 used the front bumper line to wet hot spots and cool the area that burned. No one on scene said they saw who or what started the fire. E4 finished overhauling the burned area and completed the assignment. E4 returned to quarters on main.

APPARATUS			
Unit	E4		
Type:	Engine		
Use:	Suppression		
Response Mode:	No Lights or Sirens		
# of People	4		
Alarm	06 /19/2024 14:16:50		
Dispatched	06 /19/2024 14:17:00		
Enroute	06 /19/2024 14:18:53		
Arrived	06 /19/2024 14:19:26		
Cancelled	-- / -- / -- -- : -- : --		
Cleared Scene	06 /19/2024 14:51:00		
In Quarters	-- / -- / -- -- : -- : --		
In Service	06 /19/2024 14:51:00		
Number Of People not on apparatus: 0			

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Undetermined	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Cause undetermined after investigation
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	Q ST	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kyle Franklin Reed): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



Pensacola Fire
Department

Station: **001**
Shifts Or Platoon: **A Watch**

Location: 1801 W ROMANA ST PENSACOLA FL 32501 S K ST	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 24' 35.89" W 87° 14' 16.73"	FDID: 09022 Incident #: 2024-04087 Exposure ID: 80588117 Exposure #: 0 Incident Date: 07/04/2024 Dispatch Run #: PFD24CAD004526
Location Type: 1 - Street address Cross Street, Directions or National Grid: S K ST	

Report Completed by:	White , Nicholas Tyler	ID: 339	Date: 07/04/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 07/07/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:05

Structure Type:	Property Use: 124 - Playground		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Unintentional	
Aid Given or Received: None	Primary action taken: 11 - Extinguishment by fire service personnel		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 3	

Narrative from dispatch:

2024-07-04 22:55:28

2024-07-04 21:24:33 COMP STATES SMALL FIRE IN THE PARK NEAR A TREE 2024-07-04 21:26:46 OFFENSE NUMBER [PFD24OFF004087] ASSIGNED FOR CALLNO [ENG1] IN AGENCY [PFD] 2024-07-04 21:29:22 DISP. ADD. CHANGED W ROMANA ST x[S K ST] [PENSACOLA] -%3E 1801 W ROMANA ST [KIWANIS PARK X2[S L ST]] x[S K ST] [PE 2024-07-04 21:29:23 NSACOLA] 2024-07-04 21:35:49 SMALL TRASHCAN FIRE 2024-07-04 21:35:56 FIRE IS OUT 2024-07-04 21:41:42 NO CITY PROP DAMAGE 2024-07-04 21:41:54 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)
Narrative Title: 1801 W ROMANA ST
Narrative Author: White, Nicholas
Narrative Date: 07/04/2024 22:53:34
Narrative Apparatus ID: E1
Narrative: E1 was dispatched to a trash fire near a tree at the address listed above. E1 arrived on scene to find a trash can full of trash, engulfed in flames. E1 used the water can and the cooler to extinguish the fire. No city property damage. E1 completed and RTQ.

APPARATUS	
Fire Controlled Date / Time: 7/4/2024 9:35:55 PM	
Unit	E1
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	3
Alarm	07 /04/2024 21:24:08
Dispatched	07 /04/2024 21:24:46
Enroute	07 /04/2024 21:26:39
Arrived	07 /04/2024 21:33:30
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	07 /04/2024 21:41:57
In Quarters	-- / -- / -- -- : -- : --
In Service	07 /04/2024 21:41:57
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Chute/container - trash, rubbish, waste	Heat Source	Fireworks
Item First Ignited	Rubbish, trash, waste	Fire Is Confined To Object Of Origin	
Type Of Material		Cause Of Ignition	Unintentional
Factor Contributing To Ignition	Abandoned or discarded materials or products		
Human Factors Contributing	None		

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Lieutenant Nicholas Tyler White): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____



**Pensacola Fire
Department**

Station: **002**
Shifts Or Platoon: **C Watch**

Location: 3305 MARCUS DR PENSACOLA FL 32501	Incident Type: 151 - Outside rubbish, trash or waste fire
Lat/Long: N 30° 26' 49.2" W 87° 13' 27.44"	FDID: 09022 Incident #: 2024-04349 Exposure ID: 80774632 Exposure #: 0 Incident Date: 07/15/2024 Dispatch Run #: PFD24CAD004805
Location Type: 1 - Street address	

Report Completed by:	Hinote , Bryan Shane	ID: 258	Date: 07/15/2024
Report Reviewed by:	Gilmore , Benjamin Louis	ID: 254	Date: 07/17/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:04

Structure Type:	Property Use: 951 - Railroad right-of-way	
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional
Aid Given or Received: None	Primary action taken: 85 - Enforce codes	
Losses	Pre-Incident Values	
Property: \$0.00	Property:	Civilian Injuries: 0 Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0 Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0 Total Fire Service Casualties: 0
Total # of apparatus on call: 1	Total # of personnel on call: 4	

Narrative from dispatch:

2024-07-15 23:01:39

2024-07-15 21:28:52 SMOKE OUTSIDE POSS BY THE OVERPASS 2024-07-15 21:29:02 NO FLAMES SEEN 2024-07-15 21:30:03 RADIO CHANNEL CHANGED FROM: TO: PFD TAC 2 2024-07-15 21:30:17 OFFENSE NUMBER [PFD24OFF004349] ASSIGNED FOR CALLNO [ENG2] IN AGENCY [PFD] 2024-07-15 21:34:51 COUNTY FIRE IS NOT WORKING ANY HOMELESS CAMP FIRES 2024-07-15 21:41:57 ENG2 FOUND A SMALL FIRE AT THE HOMELESS CAMP BEHIND THE DISPATCH LOCATION 2024-07-15 21:42:06 ENG2 GOING TO INVESTIGATE 2024-07-15 21:46:31 FIRE EXTINGUISHED 2024-07-15 21:46:34 COMPLETED - RETURNING TO QUARTERS

NARRATIVE (2)

Narrative Title: Homeless Camp fire

Narrative Author: Hinote, Bryan

Narrative Date: 07/15/2024 22:02:14

Narrative Apparatus ID: E2

Narrative:

E-2 arrived on scene to a small fire at homeless camp next to train tracks behind dispatched address. Camp members advised fire was small and contained but would extinguish. Fire extinguished. E-2 RTQ.

APPARATUS	
Fire Controlled Date / Time: 7/15/2024 9:46:31 PM	
Unit	E2
Type:	Engine
Use:	Suppression
Response Mode:	No Lights or Sirens
# of People	4
Alarm	07 /15/2024 21:28:05
Dispatched	07 /15/2024 21:30:10
Enroute	07 /15/2024 21:31:41
Arrived	07 /15/2024 21:36:14
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	07 /15/2024 21:46:37
In Quarters	-- / -- / -- -- : -- : --
In Service	07 /15/2024 21:46:37
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Open area, outside; included are farmland, field	Heat Source	Lighter: cigarette, cigar
Item First Ignited	Multiple items first ignited	Fire Is Confined To Object Of Origin	TRUE
Type Of Material		Cause Of Ignition	Intentional
Factor Contributing To Ignition	None		
Human Factors Contributing	None		

ARSON

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Bryan Shane Hinote): _____

Incident Reviewer (Battalion Chief Benjamin Louis Gilmore): _____



**Pensacola Fire
Department**

Station: **004**
Shifts Or Platoon: **A Watch**

Location: N M ST PENSACOLA FL 32501 W GADSDEN ST	Incident Type: 118 - Trash or rubbish fire, contained
Lat/Long: N 30° 25' 10.52" W 87° 14' 20.72"	FDID: 09022 Incident #: 2024-04845 Exposure ID: 81124791 Exposure #: 0 Incident Date: 08/06/2024 Dispatch Run #: PFD24CAD005355
Location Type: 2 - Intersection Cross Street, Directions or National Grid: W GADSDEN ST	

Report Completed by:	Akins , Kelly Lee	ID: 281	Date: 08/07/2024
Report Reviewed by:	Eggart , Henry Eugene	ID: 247	Date: 08/09/2024
Report Printed by:	Edler, Nathaniel Eric	ID: 213	Date: 9/6/2024 Time: 11:00

Structure Type:	Property Use: 419 - 1 or 2 family dwelling		
Automatic Extinguishment System Present: ☐	Detectors Present: ☐	Cause of Ignition: Intentional	
Aid Given or Received: None	Primary action taken: 87 - Investigate fire out on arrival		
Losses	Pre-Incident Values		
Property: \$0.00	Property:	Civilian Injuries: 0	Fire Service Injuries: 0
Contents: \$0.00	Contents:	Civilian Fatalities: 0	Fire Service Fatalities: 0
Total: \$0.00	Total:	Total Casualties: 0	Total Fire Service Casualties: 0
Total # of apparatus on call: 1		Total # of personnel on call: 4	

Narrative from dispatch:

2024-08-06 22:08:55

2024-08-06 20:50:01 ENG4 ADVISED FIRE OUT COMP RTQ 2024-08-06 20:50:07 OFFENSE NUMBER [PFD24OFF004845]
ASSIGNED FOR CALLNO [ENG4] IN AGENCY [PFD]

NARRATIVE (2)
Narrative Title: Trash fire Narrative Author: Akins, Kelly Narrative Date: 08/07/2024 16:14:16 Narrative Apparatus ID: E4 Narrative: E4 was dispatched for a dumpster fire. E4 arrived on scene and located the green dumpster. E4 made contact with a transient and the dumpster was not on fire. The transient set a small fire inside a cinder block on the patio of the house and put it out. There was no fire. E4 completed and returned to quarters.

APPARATUS	
Unit	E4
Type:	Engine
Use:	Suppression
Response Mode:	Lights and Sirens
# of People	4
Alarm	08 /06/2024 20:42:19
Dispatched	08 /06/2024 20:43:40
Enroute	08 /06/2024 20:45:08
Arrived	08 /06/2024 20:47:30
Cancelled	-- / -- / -- -- : -- : --
Cleared Scene	08 /06/2024 20:50:09
In Quarters	-- / -- / -- -- : -- : --
In Service	-- / -- / -- -- : -- : --
Number Of People not on apparatus: 0	

FIRE			
Acres Burned	None or Less Than One	Acres Burn From Wildland Form	False
Area Of Fire Origin	Courtyard, patio, terrace	Heat Source	Undetermined
Item First Ignited	Undetermined	Fire Is Confined To Object Of Origin	
Type Of Material	Undetermined	Cause Of Ignition	Intentional
Factor Contributing To Ignition	Undetermined		
Human Factors Contributing	None		

ARSON		
Agency Name	Agency Address	Agency Phone
	N M St.	

CUSTOM FIELDS FORM	
N95 or Higher Mask(s)	No
Cloth and/or Surgical Mask(s)	No
Gown(s)	No
Eye Protection (Goggles)	No
Eye Protection (Safety Glasses, NOT GOGGLES)	No
Was PTSD trigger criteria met?	No
Reference list of PTSD trigger criteria.	
Was an AED used by PFD personnel to deliver a shock(s) during this incident?	No
Did this incident involve a suspected overdose patient?	No
Was Naloxone (Narcan) administered by PFD personnel during this incident?	No
Was this incident investigated by the PFD Fire Marshal's Division?	No
Reference list of FDID numbers for Mutual Aid and Automatic Aid departments.	

Member Making Report (Captain Kelly Lee Akins): _____

Incident Reviewer (Battalion Chief Henry Eugene Eggart): _____