



City of Pensacola

Agenda Conference

Agenda

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

October 7, 2024, 3:30 PM

Hagler-Mason Conference Room, 2nd Floor

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

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. 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*

2. 24-924 APPOINTMENTS - AREA HOUSING COMMISSION

Recommendation: That City Council appoint two (2) individuals to the Area Housing Commission for a term of four (4) years, expiring October 31, 2028.

Sponsors: Council President Casey Jones

Attachments: *Member List*
 Application of Interest - Taran Black
 Resume - Taran Black
 Application of Interest - Jewel Cannada-Wynn

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. 24-686 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

5. 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

6. 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

7. 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*

8. 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

9. 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

10. 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*

11. 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

12. 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 Penacola Wildcats Football, Inc., Youth Sports Organization Field Use Agreement*
Affidavit Regarding the Use of Coercion for Labor and Services

REVISED - Northeast Penacola Wildcats Football, Inc., Youth Sports Organization Field Use Agreement

13. 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

14. 24-896 SECOND AMENDMENT TO INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

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

Sponsors: Mayor D.C. Reeves

Attachments: *Second Amendment to ECHFA Interlocal Agreement*

15. 24-909 INTERLOCAL AGREEMENT FOR COMMUNITY POLICING INNOVATIONS FOR FISCAL YEAR 2025

Recommendation: That City Council approve an interlocal agreement between the

Community Redevelopment Agency (CRA) and the City of Pensacola to provide Community Policing Innovations within the Urban Core Community Redevelopment Area for the Fiscal Year 2025 in an amount not to exceed \$488,800.

Sponsors: Council Member Jennifer Brahier

Attachments: *FY 2025 Interlocal Agreement for Community Policing Innovations*

16. 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*

17. 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*

18. 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*

19. 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

20. 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

21. 24-940 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$600 to The Lemonade Stand Bootcamp, \$300 to First City Arts Alliance for the Pensacola Mural Fest, \$250 for the Southern Youth Sports Association and \$100 for the H.Y.P.E. Annual Turkey Drive from the City Council Discretionary Funds for District 5.

Sponsors: Council Member Teniadè Broughton

Attachments: None

REVIEW OF REGULAR AGENDA ITEMS

22. 24-894 REQUEST FOR LICENSE TO USE CITY RIGHT OF WAY – 600 S. PALAFOX STREET

Recommendation: That City Council consider the request for a License to Use right-of-way at 600 S. Palafox Street to construct an awning overhang with structurally attached columns.

Sponsors: Mayor D.C. Reeves

Attachments: 600 S. Palafox Street_License to Use Application
Planning Board Minutes September 10, 2024

23. 24-945 RESOLUTION NO. 2024-79 - FLORIDA CITY GOVERNMENT WEEK

Recommendation: That City Council adopt Resolution No. 2024-79:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21st THROUGH OCTOBER 27th, 2024, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Council Member Charles Bare

Attachments: *Resolution No. 2024-79 Florida City Government Week*

- 24. 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

- 25. 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
REVISED -Supplemental Budget Resolution No. 2024-71
REVISED - Supplemental Budget Explanation No. 2024-71

- 26. 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
REVISED - Supplemental Budget Resolution No. 2024-73
REVISED - Supplemental Budget Explanation No. 2024-73

27. 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
REVISED -Supplemental Budget Resolution No. 2024-73
REVISED - Supplemental Budget Explanation No. 2024-73

28. 24-862 RESOLUTION NO. 2024-72 - PENSACOLA INTERNATIONAL AIRPORT - ESTABLISHING INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCINGS

Recommendation: That the City Council adopt Resolution No. 2024-72

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCINGS; PROVIDING CERTAIN OTHER MATTERS IN

CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2024-72*

- 29. 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*

- 30. 24-797** SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-66 - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO. 445548-1-94-03 - UPLAND CARGO IMPROVEMENTS INITIATIVE

Recommendation: That City Council adopt supplemental Budget Resolution No. 2024-66:

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: *REVISED - Supplemental Budget Resolution No. 2024-66
Supplemental Budget Explanation No. 2024-66
Grant_44554819403 - Cargo Improvement PTGA
Report of Council Action 03/24/2022*

- 31. 24-696** RESOLUTION NO. 2024-59 - AMENDMENT TO THE OSCEOLA GOLF COURSE FEE SCHEDULE FOR FISCAL YEAR 2025.

Recommendation: That City Council approve Resolution No. 2024-59.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING AND MAKING REVISIONS TO THE

FISCAL YEAR 2025 BUDGET FEE SCHEDULE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Osceola Golf Course Fee Schedule FY24 / FY25*
Osceola FY24 Fees Revised FY25 Fees Comparison
Resolution No. 2024-59
Revised Osceola Golf Course Fee Schedule FY25

32. 24-916 FLORIDA DEPARTMENT OF COMMERCE – OFFICE OF BROADBAND - MULTI-PURPOSE COMMUNITY FACILITY GRANT AGREEMENT NO. BB207 – FRICKER RESOURCE CENTER REHABILITATION PROJECT

Recommendation: That City Council approve the acceptance Grant Agreement No. BB207 for the purpose of rehabilitating the Fricker Resource Center as a multi-purpose community center in the amount of \$4,000,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Mayor D.C. Reeves

Attachments: *Grant Agreement No. BB207*
Supplemental Budget Resolution No. 2024-78
Supplemental Budget Explanation No. 2024-78

33. 24-917 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-78 - GRANT AGREEMENT NO. BB207 – FRICKER RESOURCE CENTER REHABILITATION PROJECT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2024-78.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2024-78*
Supplemental Budget Explanation No. 2024-78
BB207 Draft Agreement - DSR

34. 24-959 DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - SMALL VACANT PORTION OF PARCEL ADJACENT TO 997 SOUTH PALAFOX STREET

Recommendation: That City Council declare as surplus a small vacant portion of unaddressed real property (Parcel ID No. 000S009100040050) located adjacent to City-owned leased property at 997 South Palafox Street, along with the statutorily-required public notice, and authorize the Mayor to dispose of the portion of the parcel via direct negotiation with lessee of 997 South Palafox Street. Also, that City Council authorize the Mayor to take all action necessary to execute and administer the disposition consistent with the Mayor's Executive Powers as granted by the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Prpoerty Appraiser Info - Adj to Jacos Restaurant*

35. 24-908 CONTRACT FOR BROKERAGE SERVICES OF VACANT PARCELS AT COMMUNITY MARITIME PARK

Recommendation: That City Council approve and authorize the Mayor to execute the Third Amended and Restated Contract for Brokerage Services with Kuhn Realty, LLC for vacant parcels at Vince J Whibbs Community Maritime Park, through February 28, 2025. Also, that City Council authorize the Mayor to take actions necessary to execute and administer the 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: *Rothfeder-Kuhn Realty - Third Amended and Restated Brokerage Services Contract - final rev*
Rothfeder -Kuhn Realty 2nd Amended and Restated Contract - Nov 2022
Rothfeder -Kuhn Realty Fully Amended and Restated Contract - May 2021
Rothfeder -Kuhn Realty Brokerage Contract - March 2021

36. 24-852 SIXTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA LLC OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP (LOTS 3, 6, AND 8 AT THE COMMUNITY MARITIME PARK)

Recommendation: That City Council approve and authorize the Mayor to execute the Sixth Addendum to the Partial Assignment to Inspired Communities of Florida LLC of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcels 3, 6, and 8 of Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through August 31, 2027. Also, that City Council authorize the Mayor to take actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Sixth Addendum to the Partial Assignment to Inspired Option Agreement 3, 6, 8*

37. 24-853 THIRD ADDENDUM TO OPTION AGREEMENT WITH INSPIRED COMMUNITIES OF FLORIDA LLC FOR LOTS 4 AND 5 AT THE COMMUNITY MARITIME PARK

Recommendation: That City Council approve and authorize the Mayor to execute the Third Addendum to the Option Agreement with Inspired Communities of Florida LLC for the development of Lots 4 and 5 of Vince J. Whibbs Community Maritime Park, extending the agreement through January 1, 2028. Also, that City Council authorize the Mayor to take actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter

Sponsors: Mayor D.C. Reeves

Attachments: *Third Addendum to the Inspired Option Agreement for Lots 4 and 5*

38. 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*

39. 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 Proposed 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

CONSIDERATION OF ANY ADD-ON ITEMS

DISCUSSION ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-914

Agenda Conference

10/7/2024

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	UWF Historic Trust
Scott Fisher	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

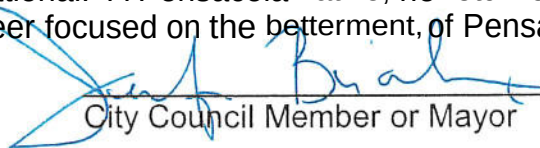
I, Jennifer Brahier, do nominate William Brantley
(Nominee)
1825 Whaley Avenue, Pensacola, FL 850-982-9042
(Home Address) (Phone)
205 E Intendencia St, Pensacola, FL 850-739-3973
(Business Address) (Phone)
william@smp-arch.com
(Email Address) City Resident: ☒ YES NO
Property Owner within the City: ☒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

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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.

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



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 CONTENTED 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.
--------------------------	-----------------------

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

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

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

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(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

⚠ **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	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 #: 24-924

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

APPOINTMENTS - AREA HOUSING COMMISSION

RECOMMENDATION:

That City Council appoint two (2) individuals to the Area Housing Commission for a term of four (4) years, expiring October 31, 2028.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Area Housing Commission oversees the low income housing needs throughout the city and county. The Commission consists of five members. Two are appointed by City Council, two by the Board of County Commissioners, and one member appointed by the other four members.

The following are incumbents that wish to be considered for reappointment:

Nominee:

Taran Black
Jewel Cannada-Wynn

Nominated by:

Incumbent
Incumbent

PRIOR ACTION:

City Council makes appointments to this commission every four 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. Application of Interest - Taran Black
3. Resume - Taran Black
4. Application of Interest - Jewel Cannada-Wynn

PRESENTATION: No

Area Housing Commission

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Black, Taran		Council	0	2024	10/31/2024	7/16/2020	4	
Cannada-Wynn, Jewel	Former Council Member	Council	0	2024	10/31/2024	11/10/2022	4	

Term Length: FOUR YEAR TERMS

COUNCIL MEMBERS SERVE FOR DURATION OF THEIR COUNCIL TERMS. COMPOSED OF FIVE (5) MEMBERS OF WHICH TWO ARE CITY COUNCIL APPOINTMENTS, TWO ARE COUNTY APPOINTMENTS, AND ONE IS APPOINTED BY THE OTHER FOUR MEMBERS. APPOINTMENTS MAY BE FROM THE CITY COUNCIL OR MAY BE CITIZEN APPOINTMENTS. NO RESIDENCY OR QUALIFICATION REQUIREMENTS.

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, September 4, 2024 3:16 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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

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

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

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

(Section Break)

Personal Information

Name	Taran Black
Home Address	2307 North 6th Avenue Pensacola Florida 32503
Business Address	Field not completed.
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8505294703
Email Address	taranblack50@gmail.com
Upload Resume (optional)	Resume for Employment.docx

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	5
If yes, how long have you been a City resident?	10 Years
Do you own property within the City limits?	No
Are you a registered voter in the city?	Yes
Board(s) of interest:	Re Appointment to the Area Housing Commission.
Please list the reasons for your interest in this position:	I would like to be appointed to another term serving as an Area Housing Commissioner for Area Housing. I have thoroughly enjoyed fulfilling opportunities to support affordable housing and a quality place for residents to have, who are in need of housing. Furthermore, I would like to remain serving on the board of Area Housing Commission to support the mission for eventual independency for families, to have without the need for government assisted housing. As a lifelong resident of Pensacola, I understand that a plan to transition from government assisted housing to ownership is a process and looks different for each individual. Also, I understand that for now housing based on income, is the best option for many citizens today. The past four years, as a commissioner on the board I have appreciated being a part of new development in the Gonzlez Court community, and the remodeling/repair of several units in the Moreno Court community, among other complexes area housing commission oversees.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Area Housing Commission Board
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	African-American
------	------------------

Physically Disabled	No
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(Section Break)

Acknowledgement of Terms I accept these terms.

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

Taran L. Black, AA, BA, MS

2307 North 6th Ave Pensacola, Florida 32503 Mobile: (850)529-4703|Email: taranblack50@gmail.com

Education:

- Master of Science in Counseling and Psychology, May 2019, Troy University, Troy, AL 36082
- Bachelor of Arts in Legal Studies/Criminal Justice, May 2012, University of West Florida, Pensacola, FL 32514
- Associate of Arts in Pre-Law, May 2010, Pensacola State College, Pensacola, FL 32504

Work Experience:

United States Department of Justice July 2021- Present (GS-11 40 Hrs. per Week)

Pensacola, Florida

Drug Treatment Specialist

- Functions as a Drug Treatment Specialist (DTS) within a Department of Justice.
- Provide direct services, individual therapy and/or group counseling, drug education, residential and/or non-residential treatment services which focused on the rational behavioral therapy model of drug abuse treatment and criminality.
- Responsible for the education of prison staff about drug abuse, drug abuse treatment and the local prison program.
- Administer eligibility and psycho-social assessments as the basis for individual treatment planning.
- Attended meetings with supervisors, other drug treatment DATSs, the unit team, to share information, knowledge, ideas, and recommendations for the drug abuse treatment participant.
- Along with all other correctional institution employees, Drug Abuse Treatment Specialists are charged with the responsibility of maintaining security of the institution. The staff correctional responsibilities precede all others required by this position and are performed on a regular and recurring basis.

Trainings with the Department of Justice

- Children of Incarcerated Parents
- Managing Individuals with Disabilities
- Search and Restraint Procedures for Special Populations
- Department of Justice Emerging Leaders Program
- Medicaid Assisted Treatment for the Department of Justice
- Career Development Department of Justice
- Prison Rape Elimination Act (PREA) for Medical and Mental Health Care for Department of Justice
- Department of Justice Drug Treatment Specialist Advanced Training

Lakeview Center Inc.

September 2019- July 2021 (GS-11 Equivalent 40 Hrs. Per week)

Community Mental Health

Pensacola, Florida

Therapist II for Home Intervention- (Community Action Team)

- As outpatient Therapist consistently exercised discretion and independent judgment while utilizing advanced knowledge in the human services field to provide the highest quality individualized, integrated mental health, substance abuse and co-occurring services to individuals and their families based on the individualized plan.
- Acted as a lead direct care provider to others in the division/program and to consult and mentor non-Licensed Master's Level Direct Care employees, Bachelor's Level Direct Care employees, and Behavioral Technicians on provision of care issues.
- Conducted case staffing's with other direct care providers in division/program and to exercise discretion and independent judgment, while utilizing advanced knowledge in the human services field, to provide case specific consultation and professional insight as deemed necessary, and to assist other staff in coming up with appropriate treatment and services for their individual clients.

- Systematically and regularly conducted quality record reviews of documentation prepared by Bachelor's Level Direct Care employees and Behavioral Technicians / Peer Specialist.
- Provided the following services to clients: in-depth assessments, screening for potential services, bio-psychosocial evaluations, limited functional assessments, treatment plan development, treatment plan reviews, individual and family therapy, group therapy, psychosocial rehabilitation services, brief behavioral health exams.
- Exercised discretion and independent judgment, while utilizing advanced knowledge in the field of human services.
- Assisted the Florida Department of Juvenile Justice (DJJ) judges, probation officer's, psychologist's, psychiatrist's, law enforcement, faith leaders, and community agencies with conducting interviews and preparing psychosocial assessments, treatment plans, for youth being admitted securing residential care/or being released from secure residential care.
- Assisted Psychologists, Psychiatrists, and Licensed Mental Health Counselors prepare medication management plans for youth and adults who are at risk for admission to acute Care for mental health needs.
- Utilized the Diagnostic and Statistical Manual of Mental Disorders (DSM-5), to document proper diagnosis for youth being reintegrated into the community from incarceration, to reduce recidivism in efforts to address mental health and behavioral health needs, to promote law abiding behavior.
- Lead clinical meetings to discuss treatment modalities for youth and adults at risk for admission to acute care and/or incarceration.
- Developed psychosocial assessments, treatment plans, to reflect substance abuse goals and objectives, necessary for individuals in need of substance abuse treatment.
- Developed treatment plans involving substance abuse goals and objectives for the individuals in need of substance abuse treatment. Utilizing modalities such as individual therapy and/or group counseling, drug education, residential and/or non-residential treatment services that will assist with reducing probability of substance abuse relapse, by focusing on the rational behavioral therapy model of drug abuse and criminal behavior.

Trainings with Community Mental Health

- Health and Safety
- Ethics & Professionalism
- Health Insurance Portability and Accountability Act (HIPAA) Privacy/Security Compliance
- First Aid
- Case Management
- Sexual & Other Harassment
- Client Rights/Grievance -Incident Reporting -CPR & CPI
- Cultural Competency
- Confidentiality
- Suicide Assessment Five-step Evaluation and Triage (SAFE-T)
- Abuse Reporting
- Wellness Recovery Action Plan (WRAP)
- North Carolina Family Assessment Scale (NCFAS)
- Children Function Assessment Rating Scale (CFARS)
- Adverse Childhood Experience Assessment (ACE)

Work Experience:

Lakeview Center Inc.

November 2016- August 2019 (GS-11 Equivalent 40 Hrs. per week)

Community Mental Health

Pensacola, Florida

Case Manager for Home Intervention- (Community Action Team)

- Provided services that enhance home, school, and community partnerships, while actively addressing mental health barriers that interfere with student performance and achievement by bringing clients and families together and creating an environment that is conducive to effective treatment planning and problem solving.
- Implemented service needs assessments, service needs plans, and service plan reviews to assist clients and families with essential tools to address mental health needs, behavior needs, and educational needs and transition from alternative school placement to traditional school placement, as well as facilitating group discussions on issues such as: avoiding the school to prison pipeline; conflict resolution; community engagement etc.
- Provided mental and behavioral health services to clients and families that have been referred by community agencies for treatment.
- Worked with Sylvan Learning Center (SLC), which sought to link client and families to academic tutoring in effort to reduce client inappropriate behavior in the school setting, because of being frustrated for having a lack of understanding in academics.
- Identified student and family needs to provide proper referrals to assist the student and family to community resources.
- Addressed the psychological and social well-being of clients labeled as having Mental Health Disorders (MHD).
- Assisted the Florida Department of Juvenile Justice (DJJ) judges, probation officers, and community agencies with advocating for resources on behalf of youth and adults, through developing case management plans, conducting interviews, developing case management needs, and preparing case plans for youth being admitted securing residential care/or being released from secure residential care.
- Advocated on behalf of client and families to link them to, educational needs, housing needs, financial needs, and prosocial activities.
- Lead case management meetings to discuss case management needs for individuals and their families and provide linkage to community resources to address needs.
- Assisted the Florida Department of Juvenile Justice (DJJ) judges, probation officer's, psychologist's, psychiatrist's, law enforcement, faith leaders, and community agencies with conducting interviews and preparing case management plans, for youth and adults being admitted securing residential care/or being released from secure residential care.
- Prepared assessments developed case plans to reflect substance abuse goals and objectives, necessary for individuals and families to address and recover from substance abuse illness.
- Assisted individuals and the community with identifying resources to secure information and develop plans for admission to residential facilities and/or plans for discharge from residential care.
- Advocated and prepared case plans for individuals to participate in Alcohol Anonymous (AA) and/or 12 step treatment programs in patient or outpatient.
- Independently conducted group guidance sessions of a varying nature.
- Corresponded with attorneys, judges, probation and parole officers and other professionals regarding the individual's case.
- Prepared diagnostic studies, and had the responsibility of collecting, interpreting, and evaluating information reflecting developmental and circumstantial factors for the assigned caseload of individuals.
- Served as a liaison in the capacity with other units, and organizations employees on matters concerning individual's behavior.
- Developed program planning by presenting cases to the Unit Clinical Team and coordinated case management services with other therapeutic disciplines.
- Assisted clients view problems objectively and deal with them realistically.
- Routinely dealt with community resources to secure information and develop transition plans.
- Prepared special progress reports for such consideration as probation, linkage to other community mental health programs and/or Department of Juvenile Justice placements, credit for community service contributions, favorable treatment progress, and made appropriate recommendations.
- Corresponded with attorneys, judges, probation officers, and other professionals regarding the client's case.
- Responsible for the quality control of entering accurate Financial Responsibility Program data, all progress reports, transfer recommendations, for other community resources, to ensure persons served likelihood of

re-offending reduced significantly and provided this correspondence with probation officers, attorneys, judges, and others.

- Responsible for the total administration of the unit as well as the planning, development and implementation of individual programs tailored to meet the needs of clients assigned to the treatment team.

Trainings with Community Mental Health Case Management

- Case Management
- Certified Behavioral Health Case Manager (CBHCM)

Lakeview Center Inc.
Community Mental Health
Pensacola, Florida

June 2017- July 2021 (30 Hrs. Part-time Equivalent GS-9-11)

Behavior Technician for Acute Stabilization Unit (ASU)

- Provided individualized services to assigned clients, which support client recovery and build resilience.
- Maintained knowledge of the population(s) served and awareness of the impact substance abuse and mental illness has on an individual and family.
- Maintained awareness of the importance of language used and avoided stigmatizing language and conduct. Taught basic and community living skills to clients, either individually or in group settings.
- Assisted and supervise clients in completing daily living activities, such as but not limited to, proper hygiene, grooming and meal planning.
- Organized, supervise, and encourage participation in social, educational, spiritual, cultural, and recreational activities.
- Implemented each assigned client's designated interventions, and behavioral plans. Work with the client's family or designated support persons to understand the needs of the client and to help the family/support person assist in the recommended interventions.
- Monitored and observed clients as appropriate, and measure client's response to interventions; document progress of the client in relation to treatment/service goals and objectives.
- Provided knowledge of case management, treatment theories and techniques, recreational and vocational programs related to the management of at-risk individuals within a therapeutic/correctional environment.
- Provided technical assistance and served as a resource for community mental health and administrative staff in case management and related fields.
- Provided technical assistance and training with regards to community mental health/corrections centers as they relate to the therapeutic institution and served as the primary contact person for community mental health case managers.
- Implemented community mental health case management policies at the community mental health level by signing procedural memos and conducting training for affected staff.
- Served as coordinator for and liaison with the Florida Department of Juvenile Justice, and Circuit Courts. Worked as a part of the community mental health administration to develop plans, policies, and procedures for community mental management.
- Formulated mental health agency supplements to ensure community mental health policies were properly implemented at the community mental health home-intervention level in case management.
-

Motivate the Youth Mentoring Program (MTYM-P) January 2017- December 2018

Pensacola, Florida (Volunteer 30 Hrs. per week Unpaid Equivalent GS 9)

Mentor

- Empowered youth to resolve current issues and helped develop coping strategies for the future.
- Provided a model for a healthy, trusting relationship through clear communication and setting appropriate communication.
- Acknowledged their strengths, talents and gifts and encouraged them to find ways to use them.

Alabama Department of Corrections July 2015- July 2016 (40 Hrs. Per week Equivalent GS 8)

Holman Correctional Facility

Atmore, Alabama

Certified Correctional Officer

- Enforced policies and procedures to help maintain order in the institution.
- Supervised activities of inmates.
- Aided in rehabilitation and counseling of offenders.
- Inspected facilities to ensure that they meet the rules and regulations of the Department of Corrections.
- Searched inmates for contraband items.
- Conducted security checks of the dorms/cells.
- Experience in developing, implementing, and evaluating the operations within a housing unit, such as security procedures, safety and sanitation procedures, recreational programming, and assignment of living quarters, security, and custody level.

Whataburger Inc. February 2013- February 2015 (40 Hrs. per week Equivalent WS 8)

Gulf Breeze, Florida

Crew Member

- Maintained high standards of customer service during high-volume, fast-paced operations.
- Prepared a variety of foods according to customers' orders or supervisors' instruction, following approved procedures.
- Prepared all food orders within a specified time frame.

Office of Public Defender for First Judicial Circuit of Florida October 2010- April 2012

Pensacola, Florida (30 Hrs. per week Equivalent GS 9)

Staff Assistant/Legal Intern

- Helped with Client Intake's and Subpoenas.
- Conducted Legal Research.
- Helped Prepare for Depositions.
- Assisted Attorneys with paperwork for First Appearances, Arraignments, Jury Selection, and Jury Trials.
- Prepared Legal Motions for Court Proceedings.
- Helped with Secretarial Duties: filing paperwork and scheduling appointments.
- Experience researching exemptions and case law, summarizing factual situation and legal basis of complaint.
- Experience reviewing and analyzing variety of legal instruments, identifying pertinent issues.
- Experience conducting extensive legal research and analysis, preparing factual investigative reports.
- Experience researching relevant regulations and precedents, gathering responsive material, coordinating with other staff resources/departments, and determining releasable documents.

Affiliations:

- Member of Phi Alpha Delta Law Fraternity (PADLF).
- Florida Youth Shine (FYS) Alumni
- Families First Network Chairman for Youth Advisory Board for First Circuit of Florida (YAB).
- Motivate The Youth Mentoring Program (MTYMP)
- Epsilon Mu Lambda Chapter Alpha Phi Alpha Fraternity, Inc. (2019).
- Student Government Association.

- African American Student Association.
- Area Housing Commission Board (Commissioner, 2020).
- Area Housing Commission Development Inc. (Treasurer, 2020).
- Employees Club Department of Justice (Vice President, 2022).
- Department of Justice Emerging Leaders Graduate (2023).

Skills:

Proficient use of Microsoft Word, PowerPoint, and Excel. Also, proficient use of social media applications Facebook, and YouTube, and Problem solving.

Leadership and Services Roles:

Area Housing Commissioner of Escambia, County Florida (2020-Present)

- Area Housing Commission is a local public housing agency created under state law for the purpose of providing safe, decent, and quality affordable housing and supportive services to eligible persons with limited incomes through HUD funding.
- Commissioners and staff ensure that AHC continues to be a well-managed, compassionate, and effective service provider.
- Commissioners are responsible for overseeing the managerial responsibility for the contracting, procurement, and property management, required by federal, state, and county laws.
- Commissioners work with federal, state, city, and county legislators, to implement local procurement and contracting procedures ensuring compliance with applicable regulations.
- Commissioners review procurement submissions for adequacy and completeness and resolves any problems prior to contractual action.
- Commissioners provide technical support and guidance to Executive, Deputy Director, and subordinate staff members assuring appropriate designated responsibilities, are met, and maintained for the operation of various federal and state public housing communities, to also ensure housing residences are properly functioning.
- Commissioners work with legislators and housing staff in efforts to implement new procedures as dictated by higher authority, ensuring that the residents of the community are living in a safe environment, free from crime, and unsafe activity.
- Commissioners provide some legal interpretation, counseling, training, and guidance in all areas of contract and procurement, including cost and price analysis.
- Commissioners are responsible for supervising contracting transactions from initiation to recommendation of award for a developing agency, a department, or departments, procuring a variety of supplies, services and/or construction in support of an installation or activity, in effort to provide support to the Executive and Deputy Director.
- Commissioners are tasked with participating in both formal advertised and negotiated acquisitions, performing detailed analyses to determine bid responsiveness and responsibility of offer or, reviewing past bids and awards, request of pre-award survey, and establishment of price reasonableness by either price or limited cost analyses.
- Commissioners provide support in preparing initial agency position on protests from unsuccessful bidders and renders or recommends a decision.
- Commissioners are tasked with assisting the housing administration, with support in awarding contracts and the termination of contracts, for applicable reasons.

Chairman of the Florida Youth Shine (CFYS), (2008- 2012)

- Advocated with elected officials at the local and state level for policies that empower youth in foster care to live a normal life and become leaders in communities.

Youth Advisory Board President for Independent Living First Circuit, (2008- 2012)

- Attended meetings with representatives of organizations.
- Planned events and voted for community and youth events.

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, September 9, 2024 5:52 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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

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

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

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

(Section Break)

Personal Information

Name	Jewel Cannada-Wynn
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Home Address	605 West Blount St.
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Business Address	605 West Blount St.
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To which address do you prefer we send correspondence regarding this application?	Field not completed.
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Preferred Contact Phone Number(s)	8503467264
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Email Address	jacwynn60@yahoo.com
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Upload Resume (optional)	<i>Field not completed.</i>
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(Section Break)

Details

Are you a City resident?	Yes
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If yes, which district?	7
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If yes, how long have you been a City resident?	Pensacola 33 years
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Do you own property within the City limits?	Yes
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Are you a registered voter in the city?	Yes
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Board(s) of interest:	Area Housing Commission
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Please list the reasons for your interest in this position:	I was appointed to fill an unexpired term of another commission member. The Commission is developing a five to seven-year plan to rehab current facilities and build new housing for low to moderate-income families. I want to continue serving the community as a commission member. and look forward to the development of new housing opportunities..
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Do you currently serve on a board?	Yes
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If yes, which board(s)?	Area Housing Commission
-------------------------	-------------------------

Do you currently hold a public office?	No
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If so, what office?	<i>Field not completed.</i>
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Would you be willing to resign your current office for the appointment you now seek?	N/A
--	-----

(Section Break)

Diversity

In order to encourage diversity in selections of members of government

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

Gender	Female
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Race	African-American
------	------------------

Physically Disabled	No
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(Section Break)

Acknowledgement of Terms	I accept these terms.
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Email not displaying correctly? [View it in your browser.](#)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-776

Agenda Conference

10/7/2024

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 #: 24-686

Agenda Conference

10/7/2024

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
	130,000.00	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

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

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
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 KILPING 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

Agenda Conference

10/7/2024

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@mjinco.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

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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	

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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

Agenda Conference

10/7/2024

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

Agenda Conference

10/7/2024

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

PORTOFPENSACOLA
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

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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 TERMINAL CONFERENCE FEDERAL MARITIME COMMISSION AGREEMENT NO. 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	45,000 sq. ft. (leased)
Warehouse No. 5	72,000 sq. 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).
	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

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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.

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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)				
		Specifications	Wharfage	Unloading	Loading
		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				
		Specifications	Wharfage	Unloading	Loading
		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)				
	Product	Specifications	Wharfage	Unloading	Loading
	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		

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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 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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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.

<u>Specifications</u>				
WHARFAGE	EMPTYCONTAINERS	20’ or Less	\$4.50	Per Unit
		More than 20'	\$7.50	Per Unit
<u>Specifications</u>				
WHARFAGE	LOADED CONTAINERS	Pre net Ton of Contents Only	\$2.00	
<u>Specifications</u>				
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

Agenda Conference

10/7/2024

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

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- 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.
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- 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

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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.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-867

Agenda Conference

10/7/2024

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.

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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: **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 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.
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COVERAGE

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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

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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

Agenda Conference

10/7/2024

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.

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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

PUBLICRECORDS@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

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- 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

CITY OF PENSACOLA, FLORIDA

Lumon May, 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 #: 24-868

Agenda Conference

10/7/2024

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.

Phil Nickinson, 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.

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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

Agenda Conference

10/7/2024

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

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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.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-869

Agenda Conference

10/7/2024

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.
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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-896

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SECOND AMENDMENT TO INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY
HOUSING FINANCE AUTHORITY

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Council approved an Interlocal Agreement with the Escambia County Housing Finance Authority (ECHFA) in October 2022 to provide collaborative support for multi-family rental developments within the City limits that are applying for housing tax credits and/or State Apartment Incentive Loan (SAIL) funding through Florida Housing Finance Corporation's (FHFC) annual funding cycles, specifically for the SAIL Financing of Affordable Multifamily Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits or other RFAs that offer housing tax credits in tandem with bond financing. Under the Agreement, ECHFA would provide the minimum funding contribution required by a local government as required by the RFA in order for developments to receive maximum points during the scoring process for developments to receive funding consideration by FHFC.

In October 2023, the Agreement was amended to extend the Agreement term through October 2024. This second Amendment will extend the Agreement term through October 31, 2027.

Application support and review will continue to be provided collaboratively between the ECHFA and the City Housing Department. Due to limited funding from FHFC, there is no guarantee

that proposals selected for support by the City and ECHFA will be funded by the FHFC. This partnership ensures the developments that are submitted to FHFC are given maximum consideration and provides a funding mechanism for the required local government contribution for RFAs issued in conjunction with tax exempt bond financing.

PRIOR ACTION:

October 13, 2022 - City Council approved an Interlocal Agreement with Escambia County Housing Finance Authority

October 26, 2023 - City Council approved the Amendment to Interlocal Agreement with Escambia County Housing Finance Authority

FUNDING:

N/A

FINANCIAL IMPACT:

No City general or grant funds are provided under this Agreement Amendment. Funds for the minimum local government contribution will come from the ECHFA and will only be provided if a development is selected for funding through the FHFC.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/9/2024

STAFF CONTACT:

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

ATTACHMENTS:

1. Second Amendment to ECHFA Interlocal Agreement

PRESENTATION: No

**SECOND AMENDMENT TO
INTERLOCAL AGREEMENT FOR LOCAL GOVERNMENT CONTRIBUTION FOR
SAIL FINANCING OF AFFORDABLE MULTIFAMILY DEVELOPMENTS TO BE USED
IN CONJUNCTION WITH TAX EXEMPT BONDS
AND NON-COMPETITIVE HOUSING CREDITS**

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR LOCAL GOVERNMENT CONTRIBUTION FOR SAIL FINANCING OF AFFORDABLE MULTIFAMILY DEVELOPMENTS TO BE USED IN CONJUNCTION WITH TAX EXEMPT BONDS AND NON-COMPETITIVE HOUSING CREDITS (the “Amendment”) is made and entered into by and between **THE CITY OF PENSACOLA**, a municipality chartered in the State of Florida, (the “City”), and **ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY**, a public body corporate and politic created under Chapter 159, Part IV, Florida Statutes (the “Authority”).

WITNESSETH:

WHEREAS, on October 24, 2022, the parties entered into that certain Interlocal Agreement for Local Government Contribution for SAIL Financing of Affordable Multifamily Developments to be Used in Conjunction with Tax Exempt Bonds and Non-Competitive Housing Credits, as amended by that certain Amendment #1 Interlocal Agreement dated November 14, 2023 (as so amended, the “Agreement”), for the purpose of supporting multifamily rental developments in the City of Pensacola; and

WHEREAS, the City and the Authority wish to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, the City and the Authority agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. **Term of Agreement.** Section 2 is amended as follows:

The term of this Agreement shall commence on the Effective Date and shall continue through **October 31, 2027**. The Parties shall have five (5) options to extend the Term of this Agreement for a period of two (2) years each upon the mutual written approval of all Parties hereto by an Amendment to this Agreement.

3. Except as herein expressly amended, all other provisions of the Agreement, shall remain unchanged and in full force and effect without modification, and the parties ratify the same. In the event of a conflict between the provisions of this Amendment and the other provisions of the Agreement, the provisions of this Amendment shall control.

4. The effective date of this Amendment shall be on the date last executed by the parties.

5. The Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

SIGNATURE PAGE TO FOLLOW

(Remainder of Page Intentionally Left Blank)

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

FOR THE CITY OF PENSACOLA:

Florida

CITY OF PENSACOLA, a municipal corporation chartered in the State of

ATTEST:

By: _____
D.C. Reeves, Mayor

Date: _____

Ericka L. Burnett, City Clerk

(SEAL)

APPROVED AS TO CONTENT:

**LEGAL IN FORM AND VALID AS
DRAWN:**

Housing Administrator

City Attorney

FOR THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY:

**ESCAMBIA COUNTY HOUSING
FINANCE AUTHORITY**

(SEAL)

ATTEST:

By: _____
Robert Ward, Chair

Frederick J. Gant, Secretary/Treasurer

Date: _____

Approved as to legal sufficiency:

Susan J. Salamone, General Counsel



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-909

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Jennifer Brahier

SUBJECT:

INTERLOCAL AGREEMENT FOR COMMUNITY POLICING INNOVATIONS FOR FISCAL YEAR 2025

RECOMMENDATION:

That City Council approve an interlocal agreement between the Community Redevelopment Agency (CRA) and the City of Pensacola to provide Community Policing Innovations within the Urban Core Community Redevelopment Area for the Fiscal Year 2025 in an amount not to exceed \$488,800.

HEARING REQUIRED: No Hearing Required

SUMMARY:

One of the primary obstacles to community redevelopment is the perception of a lack of safety. Safety concerns are typically related to real or perceived criminal activity involving both personal safety and the safety of property. Pursuant to Chapter 163, Part III, Florida Statutes, the CRA may undertake "community policing innovations" to address safety concerns within a community redevelopment area.

Community policing innovations are defined as "a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol".

Although, revitalization has reduced blight and enlivened the Urban Core Community Redevelopment Area, safety concerns of varying degrees remain. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing innovations within the entirety of the district from 17th Avenue to A Street.

For Fiscal Year 2025, the interlocal agreement will facilitate a CRA contribution of \$488,800

towards the cost of five (5) full-time community policing personnel, including four (4) officers and a sergeant, dedicated to the district. Two of the officers shall be assigned primarily to daytime hours and two shall be assigned primarily to evening and weekend hours. The sergeant position is a new position to be funded in Fiscal Year 2025 who will be responsible for oversight and supervision of the four (4) officers. Any remaining funding shall be utilized for eligible community policing innovations within the district.

PRIOR ACTION:

August 15, 2022 - The CRA approved an Interlocal Agreement with the City of Pensacola for the purpose of providing community policing innovations within the Urban Core Redevelopment Area for Fiscal Year 2023 in an amount not to exceed \$100,000.

September 15, 2022 - City Council approved an Interlocal Agreement with the CRA for the purpose of providing community policing innovations within the Urban Core Redevelopment Area for Fiscal Year 2023 in an amount not to exceed \$100,000.

January 17, 2023 - The CRA approved Amendment No.1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the City of Pensacola.

January 19, 2023 - City Council approved Amendment No.1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the CRA.

August 14, 2023 - The CRA approved the FY24 Interlocal Agreement for Community Policing Innovations.

September 14, 2023 - City Council approved the FY24 Interlocal Agreement for Community Policing Innovations.

September 9, 2024 - The CRA approved the FY25 Interlocal Agreement for Community Policing Innovations.

FUNDING:

Budget: \$488,800

Actual: \$488,800

FINANCIAL IMPACT:

Funding in the amount of \$488,800 has been included in the CRA Fiscal Year 2025 proposed budget for the interlocal agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

9/13/2024

STAFF CONTACT:

Amy Miller, City Administrator
Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, CRA Division Assistant Manager

ATTACHMENTS:

1. FY 2025 Interlocal Agreement for Community Policing Innovations

PRESENTATION: No

INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2025

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this ____day of _____, 202_ and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Pensacola, Florida (the "City Council"), adopted Resolution No. 54-80 on September 25, 1980, which finding and determining the area described therein known as the "Urban Core Community Redevelopment Area," to be a "blighted area" (as defined in Section 163.340, Florida Statutes) and to be in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which, created the Community Redevelopment Agency, and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10, which amended Resolution No. 55-80 and provided for the continuation of the Pensacola Community Redevelopment Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Community Redevelopment Trust Fund for the Urban Core Community Redevelopment Area; and

WHEREAS, on March 27, 1984, the City Council of Pensacola, Florida, adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 18-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02- 10, which repealed the Community Redevelopment Plan 1989 as amended and adopted the Urban Core Community Redevelopment Plan 2010; and

WHEREAS, the Agency is responsible for the implementation of the redevelopment plan for the redevelopment, rehabilitation and improvement of the urban core community redevelopment area in the City; and

WHEREAS, one of the primary obstacles to the redevelopment, rehabilitation and improvement of the urban core community redevelopment area is the perception of a lack of safety in areas that have seen decline over time and that are now stigmatized in the public mind; and

WHEREAS, the Redevelopment Act (hereinafter defined) authorizes municipalities and community redevelopment agencies to develop and implement Community Policing Innovations which in the singular is statutorily defined as “a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol”; and

WHEREAS, the Agency does not have nor exercise police powers nor employ police officers as needed to undertake Community Policing Innovations; and

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the Agency by focusing resources upon Community Policing Innovations in an effort to reduce crime within the Urban Core Community Redevelopment Area; and

WHEREAS, but for the cooperation of the parties and the assistance to be provided by the Agency to the City pursuant to this Agreement, the Agency would be without resources to undertake the Community Policing Innovations authorized by the Urban Core Community Redevelopment Plan; and

WHEREAS, the City and the Agency are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the urban core community redevelopment area, benefit the local economy, and be of substantial benefit to the Agency and the City by jointly undertaking community policing innovations within the urban core community redevelopment area;

WHEREAS, the Agency proposes to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act") to aid, assist,

and cause the rehabilitation and the redevelopment of the Urban Core Community Redevelopment Area to be accomplished by, among other things, using some of its "increment revenues" deposited in the Redevelopment Trust Fund (as hereinafter defined) together with funds provided by the City of Pensacola General Fund to pay for certain Community Policing Innovations (hereinafter defined and referred to hereinafter as the "Project") to be provided hereinafter by the City; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the Urban Core Community Redevelopment Area and continue to maintain the Project undertaken by the Agency; and

WHEREAS, the City and the Agency have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

ARTICLE 1: AUTHORITY

1.1. Authority.

This Agreement is entered into pursuant to and under the authority of Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981, Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

ARTICLE 2: DEFINITIONS

2.1. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) "Act" means all or each of the following: Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981; Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

(2) "Agency" means the Community Redevelopment Agency of the City of Pensacola, Florida, and any successors or assigns.

(3) "Agency Payments" means, the periodic payments made by the Agency to the City from the Community Policing Innovations Account pursuant to Section 4.3 hereof.

(4) "Agency's Other Obligations" means the payment to be made by the Agency from Increment Revenues deposited in its Redevelopment Trust Fund in the manner, to the extent and so long as such payments are required, respectively, pursuant to resolutions or agreements adopted or entered into prior to or after the Effective Date and which are provided to be superior to the obligation of the Agency under this Agreement.

(5) "Agreement" means this Interlocal Agreement, including any amendments, revisions and exhibits thereto.

(6) "Available Increment Revenues" means Increment Revenues remaining from time to time in the Agency's Redevelopment Trust Fund after all payments and deposits required to be made therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

(7) "City" means the City of Pensacola, Florida, a Florida municipal corporation, and any successors or assigns.

(8) "City Council" means the City Council, or such other body constituting the elected governing or legislative body of the City.

(9) "Community Policing Innovations" means law enforcement services provided by the City within the entirety of the Urban Core Community Redevelopment Area, in cooperation and in consultation with the Agency, to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the visitors district and community areas historically and currently prone to blight and less receptive to traditional law enforcement strategies, including, but not limited to, increased face to face contact with citizens, bike patrols, foot patrols, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, attendance at community functions that foster relationships based on trust where there has been a traditional divide or contentious relationship between the community and law enforcement, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(10) "Community Policing Innovations Account" means the account created and established by Section 5.2 hereof and in which are deposited the Available Increment Revenues and from which the Agency Payments are made to fund the Community Policing Innovations described herein.

(11) "Community Redevelopment Area" or "Urban Core Community Redevelopment Area" means the area found to be a slum or blighted and described in

Resolution No. 54-80, adopted by the City Council on September 25, 1980, as affirmed by Resolution No. 65-81, adopted by the City Council on October 22, 1981.

(12) "Effective Date" means the date on which this Agreement becomes effective as provided in Section 8.12 hereof.

(13) "Expiration Date" means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 8.7 hereof.

(14) "Fiscal Year" means the respective fiscal years of the City and the Agency commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive twelve (12) month period as may be hereafter designated pursuant to general law as the fiscal year of the Agency or the City, respectively.

(15) "Increment Revenues" means the funds received by the Agency and deposited in the Redevelopment Trust Fund in an amount equal to the incremental increase in ad valorem tax revenues calculated pursuant to Section 163.387, Florida Statutes, within the Community Redevelopment Area.

(16) "Plan" means the revised redevelopment plan for the Urban Core Community Redevelopment Area, adopted by the City Council on April 16, 1989, by the adoption of Resolution No. 19-89 as subsequently amended.

(17) "Redevelopment Trust Fund" means the trust fund of the Agency created and established by Ordinance No. 13-84, enacted by the City Council on March 8, 1984, into which Increment Revenues are deposited as provided by that ordinance (and any amendments or successors thereto) and the Redevelopment Act.

(18) "Termination Date" means September 30, 2025, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever, occurs earlier.

2.2. Use of Words and Phrases.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons. "Herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter", and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

2.3. Florida Statutes.

Any and all references herein to the "Florida Statutes" are to Florida Statutes (2010), as later amended by any session law enacted during any regular or special session of the Legislature of the State of Florida subsequent to the adoption of Florida Statutes (2010).

ARTICLE 3: PURPOSE

3.1. Purpose.

The purpose of this Agreement is to induce, encourage and assist the redevelopment of the Community Redevelopment Area through assistance and cooperation in undertaking community policing innovations within the area. It is also the purpose of this agreement to avoid expending the Agency's Increment Revenues (as defined in the Act) on general government operating expenses unrelated to the planning and carrying out of the Plan. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

ARTICLE 4: THE PROJECT

4.1. Description.

The Project consists of the City providing Community Policing Innovation services within the Urban Core Community Redevelopment Area, bounded by A Street, 17th Avenue, Cervantes Street, and Pensacola Bay, in its entirety, and in consideration of such services, the Agency Payments to the City. The Agency shall pay \$ \$488,800 towards the cost of four (4) full time community policing officers and one (1) full-time sergeant dedicated to the Urban Core CRA. Two (2) of those officers shall be assigned primarily to daytime hours and two (2) officers shall be assigned primarily to evening and weekend hours. Any remaining funding shall be utilized for eligible Community Policing Innovation services within the District.

Project Administration.

The City, in consultation and cooperation with the Agency, shall be responsible for and shall oversee the administration of the Project, and shall account to the Agency for all costs of the Project.

4.3. Agency Payments.

Within 45 days of receipt of periodic invoices from the City, accompanied by an accounting for the costs of the Project, the Agency shall pay from the Community Policing Innovations Account reimbursing Agency Payments to the City equal to the Actual costs of the Project. Provided, however, the sum of the Agency Payments shall not exceed \$488,800. Upon receipt of the Agency's written approval of any such invoice and accounting, the City's Chief Financial Officer may withdraw the Agency Payment directly from the Community Policing Innovations Account. Although this Sec. 4-3 contemplates and references the production of invoices, accountings and written approvals of invoices and accountings, these documents are accumulated and retained for subsequent auditing purposes and the periodic initiation and transfer of agency payments shall be accomplished through appropriate automated data processing means.

ARTICLE 5: FINANCING

5.1. General.

The parties mutually acknowledge and agree that the aggregate cost of undertaking the CRA's portion of Community Policing Innovations within the Community Redevelopment Area is not to exceed \$488,800 for Fiscal Year 2025. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

5.2. Community Policing Innovations Account.

(1) The Agency covenants and agrees to establish an account separate and distinct from the Redevelopment Trust Fund to be known as the Community Policing Innovations Account in which the Available Increment Revenues shall be deposited and disbursements made as provided herein. This account is intended to be and shall constitute an escrow account for the purpose of funding the Project.

(2) The Agency's Available Increment Revenues deposited in the Community Policing Innovations Account shall constitute trust funds to secure the payments required to be made by the Agency and until such transfer and deposit, the Agency shall act as trustee of its moneys for the purposes thereof and such moneys shall be accounted for separate and distinct from all other funds of the Agency and shall be used only as provided herein.

(3) The Community Policing Innovations Account shall be deposited and maintained in one or more banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations which are under Florida law qualified to be a depository of public funds, as may be determined by the entity maintaining possession and control of such funds and accounts.

5.3 Available Increment Revenues.

(1) During the Fiscal Year commencing upon the effective date of this agreement through Termination Date, the Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof.

(2) The Agency hereby encumbers, commits and pledges the Available Increment Revenues for the purposes of the transfers required by this Section 5.3.

(3) The Agency covenants and agrees with the City and does hereby grant a lien in favor of the City on the funds on deposit in the Community Policing Innovations Account for the purposes set forth in this Agreement. Funds on deposit in this Community Policing Innovations Account may only be used to pay the Costs of the

Project. Any funds remaining after all costs of the Project have been paid shall be used only in the manner authorized by Section 163.387(7), Florida Statutes.

5.4. Enforcement of Increment Revenues Collections.

The Agency is currently receiving Increment Revenues, having taken all action required by law to entitle it to receive the same, and the Agency will diligently enforce its rights to receive the Increment Revenues and will not take any action which will impair or adversely affect its right to receive such funds or impair or adversely affect in any manner the Agency's covenant to budget and appropriate Available Increment Revenues for deposit to the Community Policing Innovations Account. The Agency and the City covenant and agree, so long as the Agency is required to make the Agency Payments, to take all lawful action necessary or required to continue the entitlement of the Agency to receive the Increment Revenues as now provided by law or may later be authorized, and to make the transfers required by this Agreement. The City does hereby covenant and agree that, so long as the Agency is required to make the Agency Payments, to timely budget, appropriate and pay into the Redevelopment Trust Fund in each fiscal Year the amount required of it to be so paid by the Redevelopment Act. Notwithstanding any other provision herein to the contrary, the failure of the enforcement of collection of Increment Revenues by the Agency will not relieve the City of its obligations hereunder to pay the City Payment.

5.5. No General Obligation.

Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of the Agency or the City or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement, including the payment of any principal or, premium, if any, and interest on any indebtedness relating to the Project.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate and can be relied upon by the City:

(1) The Agency is the duly designated community redevelopment agency of the City, a validly existing body politic and corporate of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document contemplated hereby to which the Agency is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been or will be duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Agency's special acts, applicable ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency against the Agency, which question the existence of the Agency, the determination of slum and blight in the Community Redevelopment Area, the adoption or implementation of the Plan, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the successful redevelopment of the Community Redevelopment Area, the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(5) This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the Agency.

6.2. Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate and can be relied upon by the Agency:

(1) The City is a municipal corporation created under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document to which it is or will be a party has been duly authorized by all necessary action on the part thereof, and has been or will be duly executed and delivered by, it and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval

and consent of any other party, except such as been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on it, or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon it, under any indenture, mortgage, deed or trust, bank loan or credit agreement, charter, applicable ordinances, resolutions or any other agreement or instrument, specifically including any covenants of any bonds, notes, or other forms of indebtedness outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency against it, which question its existence, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(5) This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the City.

ARTICLE 7: DEFAULT; TERMINATION

7.1. Default by the Agency.

(1) Provided the City is not in default under this Agreement as set forth in Section 7.2 hereof, there shall be an "event of default" by the Agency under this Agreement upon the occurrence of any one or more of the following:

(a) The Agency fails to perform or comply with any material provision of this Agreement and such nonperformance shall have continued, after written notice thereof by the City to the Agency; or

(b) The Agency shall have failed or refused to make any of the Agency Payments when due and payable; or

(c) The Agency shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Agency of any material part of its properties; or

(d) Within sixty (60) days after the commencement of any proceeding by or against the Agency seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of the Agency or any trustee, receiver or liquidator of the Agency or of any material part of its properties, such appointment shall not have been vacated.

(2) If any "event of default" described in Subsection 7.1(1) hereof shall have occurred, the City may, after giving thirty (30) days written notice of such event of default to the Agency, and upon expiration of such thirty (30) day notice period, if such event of default has not been cured, terminate this Agreement or institute an action seeking such remedies as are available to the City, or both.

7.2. Default by the City.

(1) Provided the Agency is not then in default under this Agreement, there shall be an "event of default" by the City to this Agreement under this Agreement upon the occurrence of any the following:

(a) The City does not perform as required hereunder and such nonperformance shall have continued, after written notice thereof by the Agency to the City; or

(b) The City shall have failed or refused to proceed with or cause the timely completion of the Project.

(2) If an "event of default" described in Subsection 7.2(1) hereof shall have occurred, the Agency, after giving thirty (30) days written notice of such event of default to the City and upon the expiration of such thirty (30) day period if such event of default has not been cured, may terminate this Agreement or institute an action seeking such remedies as are available to the Agency hereunder.

7.3. Obligations, Rights and Remedies Not Exclusive.

The rights and remedies specified herein to which either the Agency or the City are entitled are not exclusive and are not intended to be to the exclusion of any other remedies or means or redress to which any party hereto may otherwise lawfully be entitled.

7.4. Non-Action or Failure to Observe Provisions of this Agreement.

The failure of any party hereto to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any available right or remedy, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

7.5. Effect of Termination.

(1) Upon the occurrence of an event described in Section 7.1 or 7.2 hereof and receipt by any party of an election to terminate this Agreement pursuant to Sections 7.1 or 7.2 hereof, then this Agreement shall terminate and all obligations of any parties hereto shall then cease and be released and no longer be of any force and effect.

(2) In the event of a termination of this Agreement pursuant to this Section 7.5, no party hereto shall be obligated or liable to any other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by any party hereto, hereunder or contemplated hereby.

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

8.2. This Agreement Constitutes a Contract.

All parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of it becoming effective as provided in Section 8.12.

8.3. Assignment.

No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

8.4. Severability.

The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

8.5. Controlling Law; Venue.

Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

8.6. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in its, his or their individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

8.7. Expiration of Agreement.

(1) Unless sooner terminated as provided in Article 7, this Agreement shall expire and terminate on the Termination Date.

(2) The parties hereto covenant and agree that upon this Agreement expiring and terminating all rights, privileges, obligations and responsibilities of any party hereunder shall expire and be of no force and effect, except to the extent any provision hereof expressly survives expiration as provided herein and survives termination as provided in Section 7.5.

(3) Any funds remaining in the Community Policing Innovations Account upon the expiration of this Agreement, which are not encumbered or obligated for any payment shall be used only in the manner authorized by Section 163.387, Florida Statutes.

8.8. Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

8.9. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the Agency:	Community Redevelopment Agency of The City of Pensacola, Florida Post Office Box 12910
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Pensacola, Florida 32521-0001
Attention: Manager

To the City:

City of Pensacola
Post Office Box 12910
Pensacola, Florida 32521-0001
Attention: City Administrator

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Section 8.9.

8.10. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.11 hereof, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.11. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.10 hereof, to submit this Agreement to the Clerk of the Court of Escambia County,

Florida, for filing in the public records of Escambia County Florida, as provided by Section 163.01(11), Florida Statutes.

8.12. Effective Date.

This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

8.13. City and Agency Not Liable.

Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT
AGENCY
OF THE CITY OF PENSACOLA,
FLORIDA

Jennifer Brahier, CRA Chairperson

Attest:

Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

D.C. Reeves, Mayor

Attest:

Ericka L. Burnett, City Clerk

Approved as to Content:

Victoria D'Angelo, CRA Division Manager

Approved as to Form and Execution:

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-891

Agenda Conference

10/7/2024

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

Agenda Conference

10/7/2024

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

Agenda Conference

10/7/2024

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

Agenda Conference

10/7/2024

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

Agenda Conference

10/7/2024

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 #: 24-940

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Teniadè Broughton

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$600 to The Lemonade Stand Bootcamp, \$300 to First City Arts Alliance for the Pensacola Mural Fest, \$250 for the Southern Youth Sports Association and \$100 for the H.Y.P.E. Annual Turkey Drive from the City Council Discretionary Funds for District 5.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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

artists painting starting October 19th with a community celebration on November 2nd. Funding will go towards offsetting costs associated with this event.

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.

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

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 1,607	FY 2024 District 5 Discretionary Funds Balance
	<u>10,700</u>	FY 2025 District 5 Discretionary Funds Balance
	<u>\$ 12,307</u>	
Actual:	\$ 600	Lemonade Stand Bootcamp
	300	First City Arts Alliance - Pensacola Mural Fest
	250	Southern Youth Sports Association
	<u>100</u>	H.Y.P.E. Turkey Drive
	<u>\$ 1,250</u>	

FINANCIAL IMPACT:

A balance of \$1,607 is currently available within the District 5 Discretionary Fund Account for FY 2024 and \$10,700 within the District 5 Discretionary Fund account for FY 2025 for a total amount of 12,307. Upon approval by City Council, a balance of \$11,057 will remain in the District 5 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-894

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

REQUEST FOR LICENSE TO USE CITY RIGHT OF WAY – 600 S. PALAFOX STREET

RECOMMENDATION:

That City Council consider the request for a License to Use right-of-way at 600 S. Palafox Street to construct an awning overhang with structurally attached columns.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Winford Lindsay (Lindsay, Pope, Brayfield & Associates, Inc.), on behalf of Pensacola Palafox Lodging LLC, is requesting approval for a license to use the city right-of-way at 600 S. Palafox Street. The purpose of this application is to allow for the construction of an awning overhang that will be structurally attached to the right-of-way by decorative columns. The awning will extend over the sidewalk along S. Palafox Street and also over the sidewalk along Cedar Street. The full overhang encroachment will measure 79' x 5'-4" along the Cedar Street frontage and 195'-8" x 6'-3" along the Palafox Street frontage. This property is located in the Palafox Historic Business District and the overall hotel project, including the aesthetics of the subject awning, was approved by the Architectural Review Board in April 2024.

PRIOR ACTION:

This request was recommended for approval at the September 10, 2024 Planning Board meeting with a 5:1 vote. The Architectural Review Board approved the aesthetic review in April 2024.

FUNDING:

N/A

FINANCIAL IMPACT:

The License to Use fee for the proposed awning will be \$1,000.00 paid annually.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/10/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
David Forte, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

1. 600 S. Palafox Street_License to Use Application
2. Planning Board Minutes September 10, 2024

PRESENTATION: No

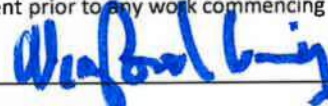
License To Use City Right-Of-Way

☒ **Major License To Use**

Application Fee: \$1,000.00
 Rehearing/Rescheduling Fee: \$100.00
 Annual Fee: (Major) \$1,000.00
 Insurance Coverage: \$1,000,000.00

Applicant: Winford Lindsay
 Applicant's Address: 344 West Pike Street, Lawrenceville GA 30046
 Email: blindsay@lpbatlanta.com Phone: 770-407-5800

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this License to use. I have received a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meetings. In the case of the Pensacola Neighborhood Challenge Grant applications, I understand that this application will be considered during the execution of the contract and does not require further review from the Planning Board or City Council. If applicable, I understand a City Right-of-Way permit must be acquired from the City Engineering Department prior to any work commencing within the right-of-way.

Applicant's Signature:  Date: 5.13.24

Property Information

Property Owner: Pensacola Palafox Lodging LLC Phone: 423-684-5959
 Location Address: 600 S Palafox Street, Pensacola, FL 32502
 Parcel ID # 0 0 0 0 0 5 0 9 0 0 0 0 1 0 1 2

Purpose of Use of City Right-Of-Way: To provide canopy cover over a portion of Cedar Street and along Palafox Str. with 11 supporting steel columns in the right-of-way, above 15' clear over sidewalk.
See Attached Plan A3-D.

Please attach a map indicating the actual dimensions of the requested license.

For Office Use Only		
District: <u>6</u>		Zoning: <u>C-2A</u>
Date Received: <u>5/13/2024</u>	Case Number: <u>L-2024-005</u>	Annual Fee: <u>\$1,000.00</u>
Planning Board date: <u>9/10/2024</u>	Recommendation: _____	Amount of Insurance Coverage: _____
City Council date: _____	Council Action: _____	_____

Planning Services
222 W. Main Street * Pensacola, Florida 32502
(850) 435-1670
Mail to: P.O. Box 12910 * Pensacola, Florida 32521

MAJOR License To Use City Right-Of-Way

Sec. 12-11-7. License to use right-of-way.

- (a) Application.
- (1) An application for license to use right-of-way must be submitted to the Planning Department at least thirty (30) days prior to the regularly scheduled meeting of the Planning Board.
 - (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
 - (3) No application shall be considered complete until all of the following has been submitted:
 - (a) The application shall be submitted on a form provided by the Board Secretary.
 - (b) Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 1. Accurate site plan drawn to scale;
 2. Reason for license to use request.
 - (4) The applicant shall be required to pay an application fee according to the current schedule of fees established by the City Council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition.
 - (5) Any party may appear in person, by agent, or by attorney.
 - (6) Any application may be withdrawn prior to action of the Planning Board or City Council at the discretion of the applicant initiating the request upon written notice to the Board secretary.
- (b) Planning Board review and recommendation. The community development department will distribute copies of the request for a license to use right-of-way to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the community development department. The Planning Board shall review the license to use right-of-way request and make a recommendation to the City Council.
- (1) Public Notice for license to use right-of-way.
- (a) The community development department shall notify addresses within a three hundred-foot radius, as identified by the current Escambia County tax roll maps, of the right-of-way proposed to be licensed with a public notice by post card at least five (5) days prior to the Board meeting. The public notice shall state the date, time, and place of the Board meeting.
- (c) City Council review and action. The Planning Board recommendation shall be forwarded to the City Council for review and action.
- (1) Notice and hearing. The community development department shall notify addresses within a three hundred-foot radius, as identified on the Escambia County tax roll maps, of the right-of-way proposed to be licensed with a public notice by post card at least five (5) days prior to the Council meeting. The public notice shall state the date, time, and place of the Council meeting.
 - (2) Action. The City Council shall approve, approve with modifications, or deny the license to use right-of-way request. If the request is approved by City Council, a license to use agreement will be drawn, at which time the license becomes effective upon execution by the applicant and the City and payment by the applicant of any required fee.

Additional Information Required for Corporations and LLCs: If approved, this information will be used as part of the legal agreement. Must be licensed to do business within the State of Florida.

Corporation:

Full legal name of the Corporation: **3H Group, Inc.**

Official Corporate Address: **735 Broad St., Suite 500, Chattanooga TN 37402**

President or Vice-President:
Name & Title – **Hiren Desai, President**

Corporate Secretary: Name – **Jason Rothenburg**

Limited Liability Company (LLC):
Full legal name of company: **Pensacola Palafox Lodging LLC**

Official Address: **735 Broad Street, Suite 500, Chattanooga TN 37402**

Managing Member or member:
Name & Title – **Hiren Desai, President**

Planning Services
222 W. Main Street * Pensacola, Florida 32502
(850) 435-1670
Mail to: P.O. Box 12910 * Pensacola, Florida 32521

TEMPO by HILTON
600 SOUTH PALAFOX STREET
PENSACOLA, FLORIDA 32502

OWNER:

PENSACOLA PALAFOX LODGING, LLC
735 BROAD STREET, SUITE 500
CHATTANOOGA, TENNESSEE
37402

DEVELOPER:

GRACE CONSTRUCTION CONSULTANTS
5726 MARLIN ROAD, #200
CHATTANOOGA, TENNESSEE
37411

ARCHITECT:

ARCHITECTURE, INTERIOR DESIGN, STRUCTURAL ENGINEERING,
MECHANICAL, ELECTRICAL, PLUMBING
AND FIRE PROTECTION ENGINEERING:

LINDSAY POPE BRAYFIELD & ASSOCIATES, INC.
344 WEST PIKE STREET
LAWRENCEVILLE, GEORGIA 30046

777-963-8989

CIVIL ENGINEER:

REBOL BATTLE AND ASSOCIATES
2301 N. 9TH AVE, SUITE 300
PENSACOLA, FLORIDA 32503

850-438-0400

LANDSCAPE ARCHITECT:

DANIEL ROGERS LANDSCAPE ARCHITECTURE
500 WINDERLEY PLACE SUITE 325
MAITLAND, FLORIDA 32751

407-353-0112

FOOD AND BEVERAGE DESIGN:

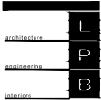
IN-SYNC DESIGN SERVICES, INC.
115 HIGHWOOD AVENUE
OAK POINT, TEXAS 75068

770-337-5994

LIGHTING DESIGN:

CD+M LIGHTING DESIGN GROUP, LLC
1344 LAFRANCE STREET, NE SUITE 1
ATLANTA, GEORGIA 30307

404-522-9911



LINDSAY POPE BRAYFIELD &
ASSOCIATES, INC.
344 WEST PIKE STREET
LAWRENCEVILLE, GA 30046
770 963 8989
770 932 9400 FAX
www.lbrfa.com



OWNER

PENSACOLA PALAFOX LODGING,
LLC

735 BROAD STREET
SUITE 500
CHATTANOOGA, TN
37402

DEVELOPER

GRACE
CONSTRUCTION
CONSULTANTS

5726 MARLIN ROAD
#200
CHATTANOOGA, TN
37411

PROJECT



600 SOUTH PALAFOX ST.
PENSACOLA, FL 32502

EDITION
08/16/24 PERMIT

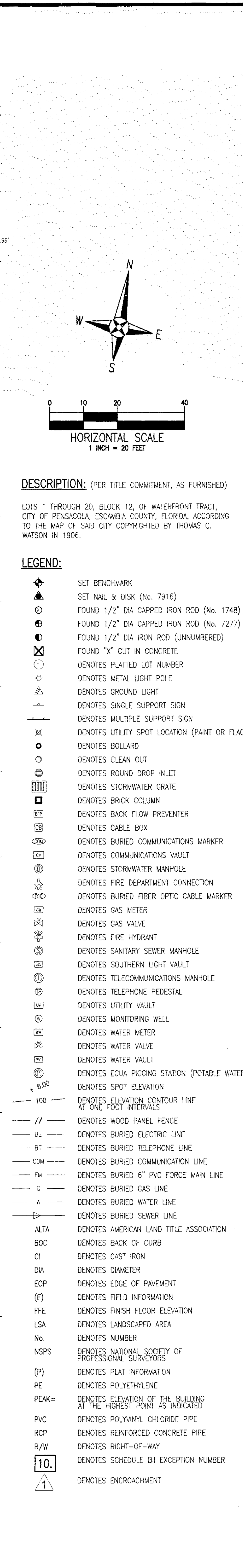
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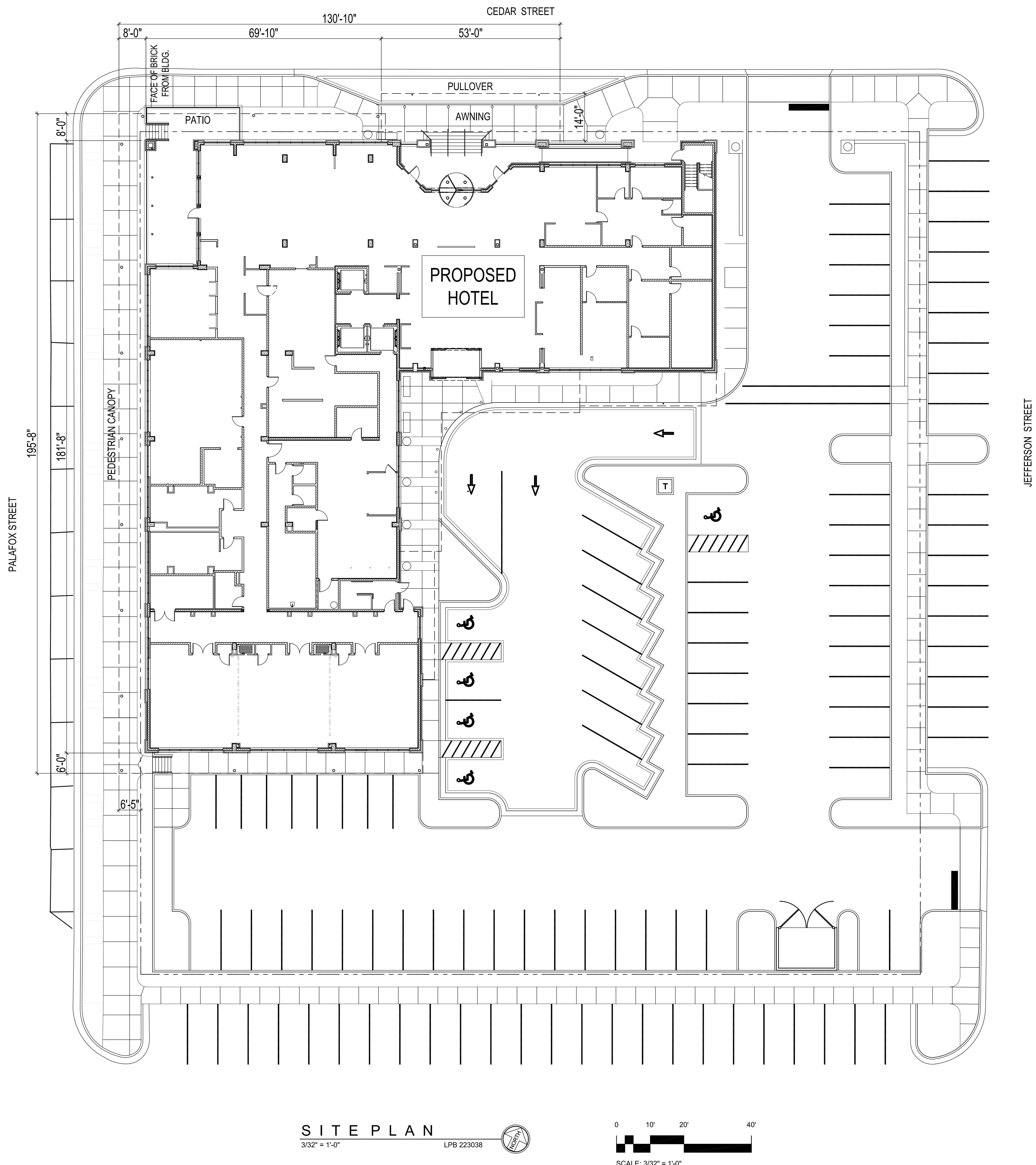
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CHECKED BY:
APPROVED BY:
PLOT DATE:

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ASSOCIATES, INC.

COVER SHEET



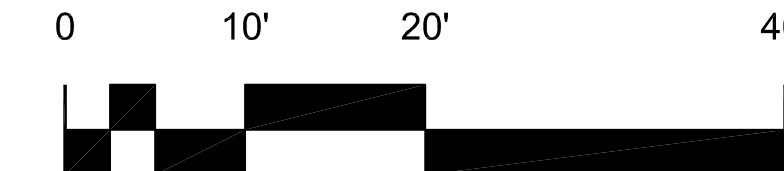
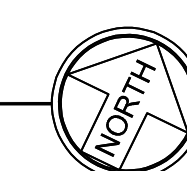
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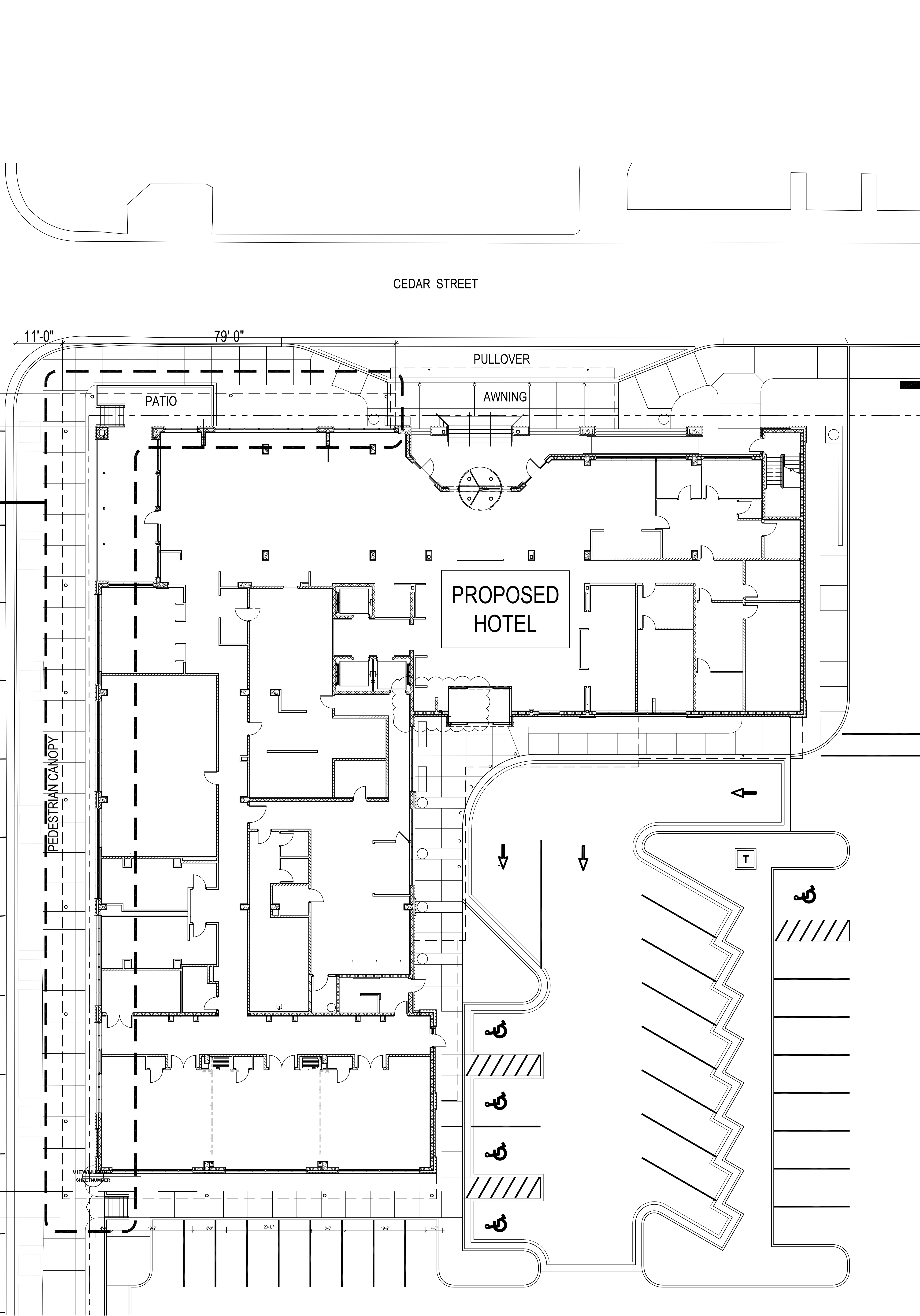
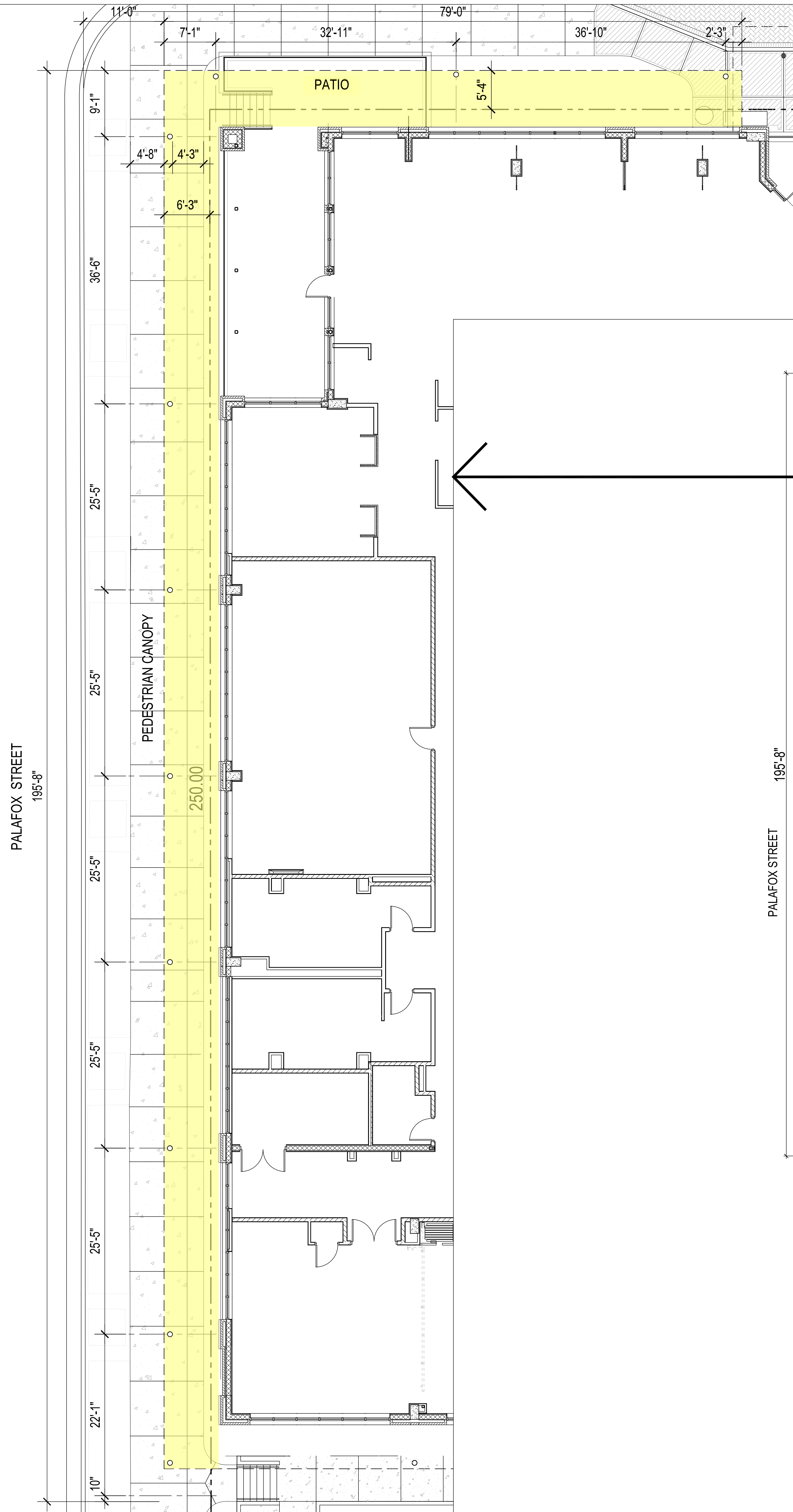
SITE PLAN

3/32" = 1'-0"

LPB 223038



SCALE: 3/32" = 1'-0"

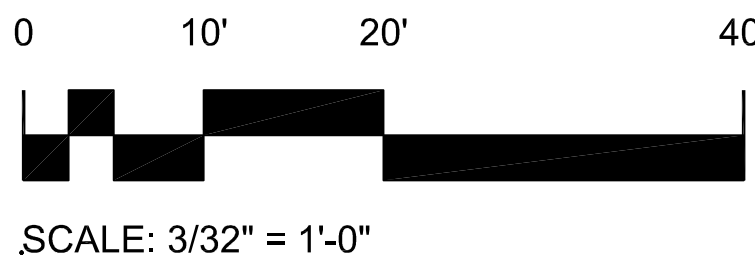


REQUESTED LICENSE TO USE CITY
RIGHT-OF-WAY# 4

S I T E P L A N

3/32" = 1'-0"

LPB 223038



SCALE: 3/32" = 1'-0"

architecture
engineering
interiors

LINDSAY POPE BRAYFIELD &
ASSOCIATES, INC.

344 WEST PIKE STREET
LAWRENCEVILLE, GA 30046

770 963 8989
770 822 9492 FAX

www.lpbatlanta.com

OWNER

3H GROUP
HOTELS

6716 HERITAGE
BUSINESS CT.
CHATTANOOGA, TN
37421

DEVELOPER

GRACE
CONSTRUCTION
CONSULTANTS

5726 MARLIN ROAD
#200
CHATTANOOGA, TN
37411

PROJECT

TEMPO
SUITES

TEMPO SUITES

600 SOUTH PALAFOX ST.
PENSACOLA, FL 32502

EDITION

05/10/24 R.O.W. APPROVAL

PROJECT NO.: 223038

DRAWN BY:

CHECKED BY:

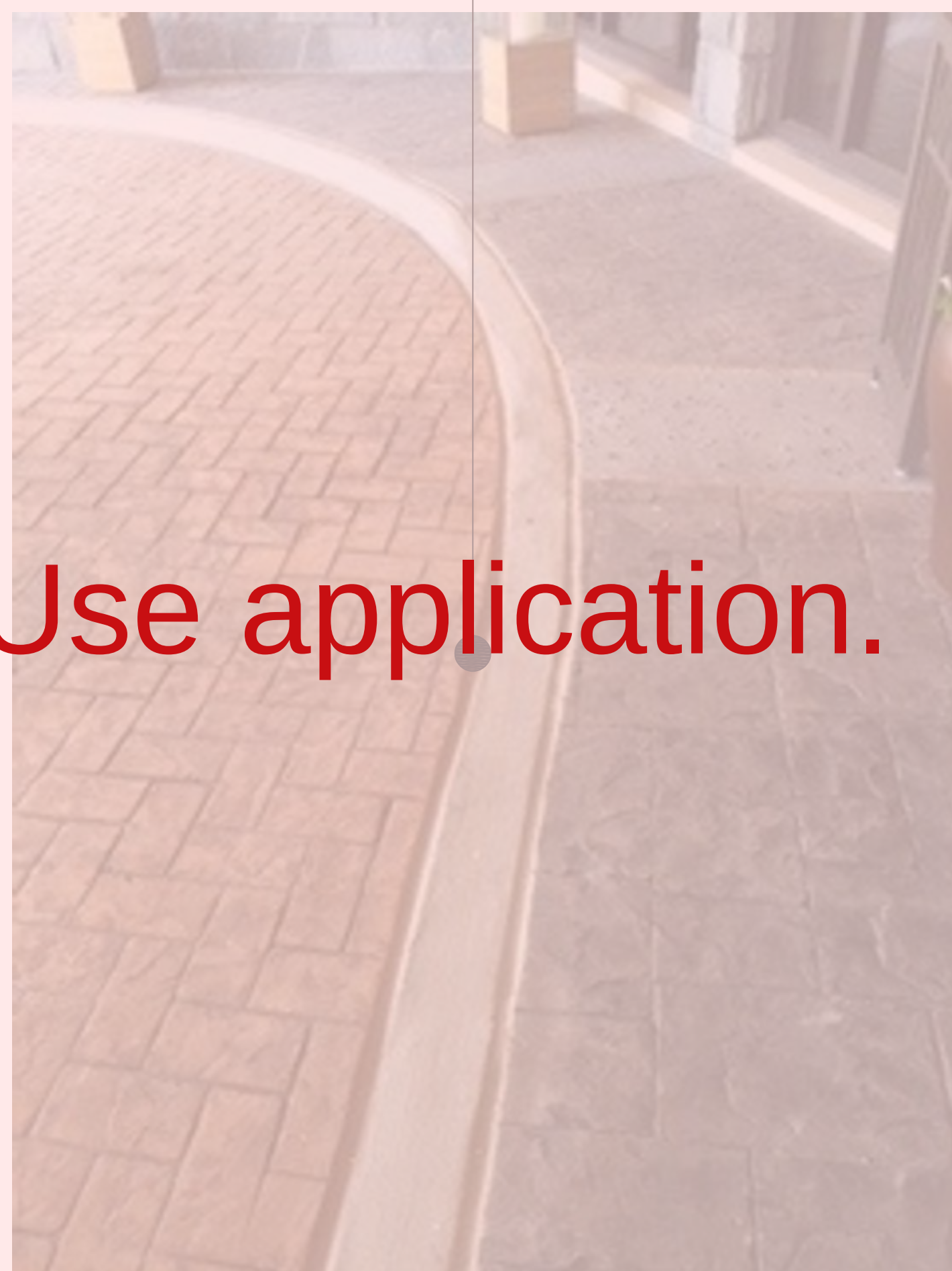
APPROVED BY:

PLOT DATE:

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LINDSAY POPE BRAYFIELD &
ASSOCIATES, INC.

SITE PLAN R.O.W.
@ PEDESTRIAN
CANOPY

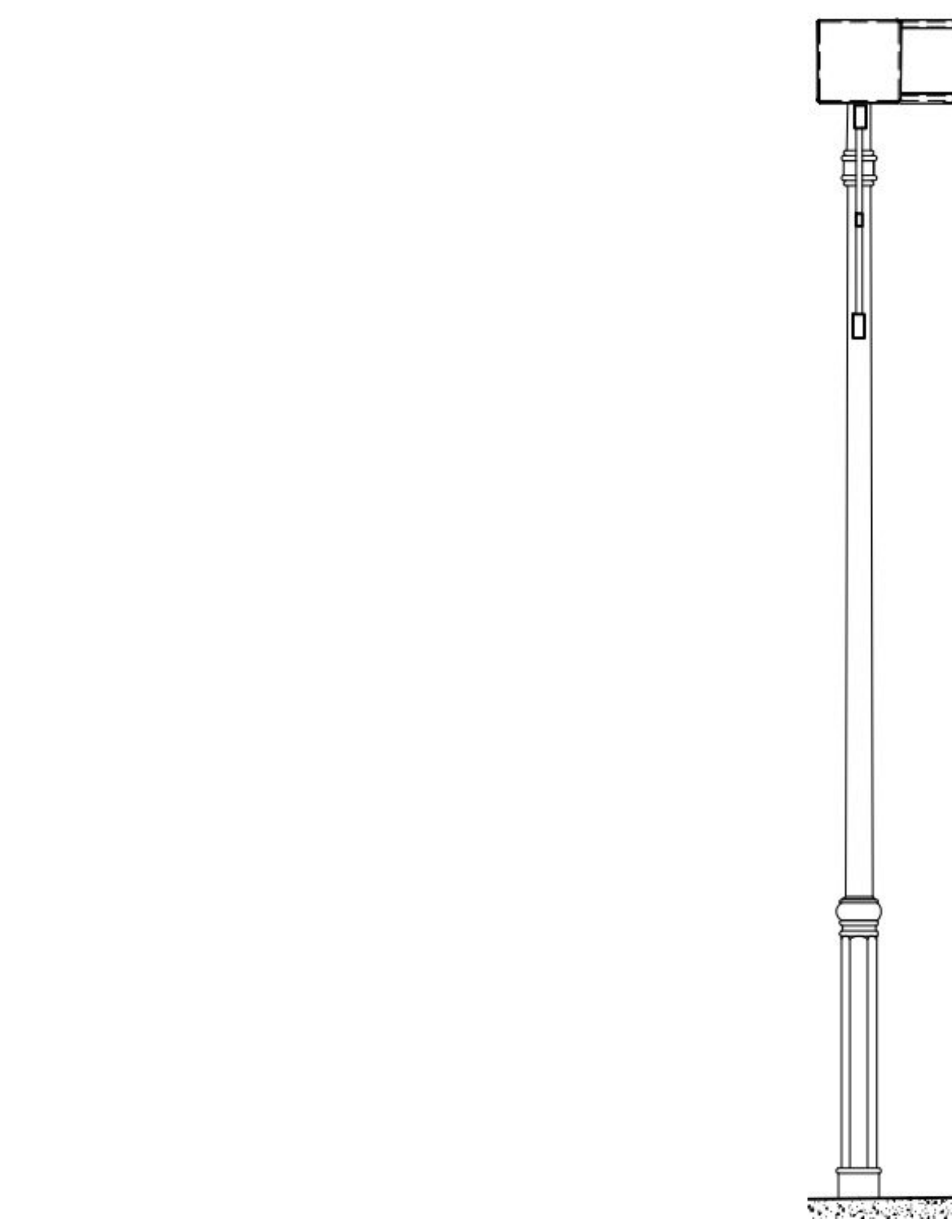
A3-D



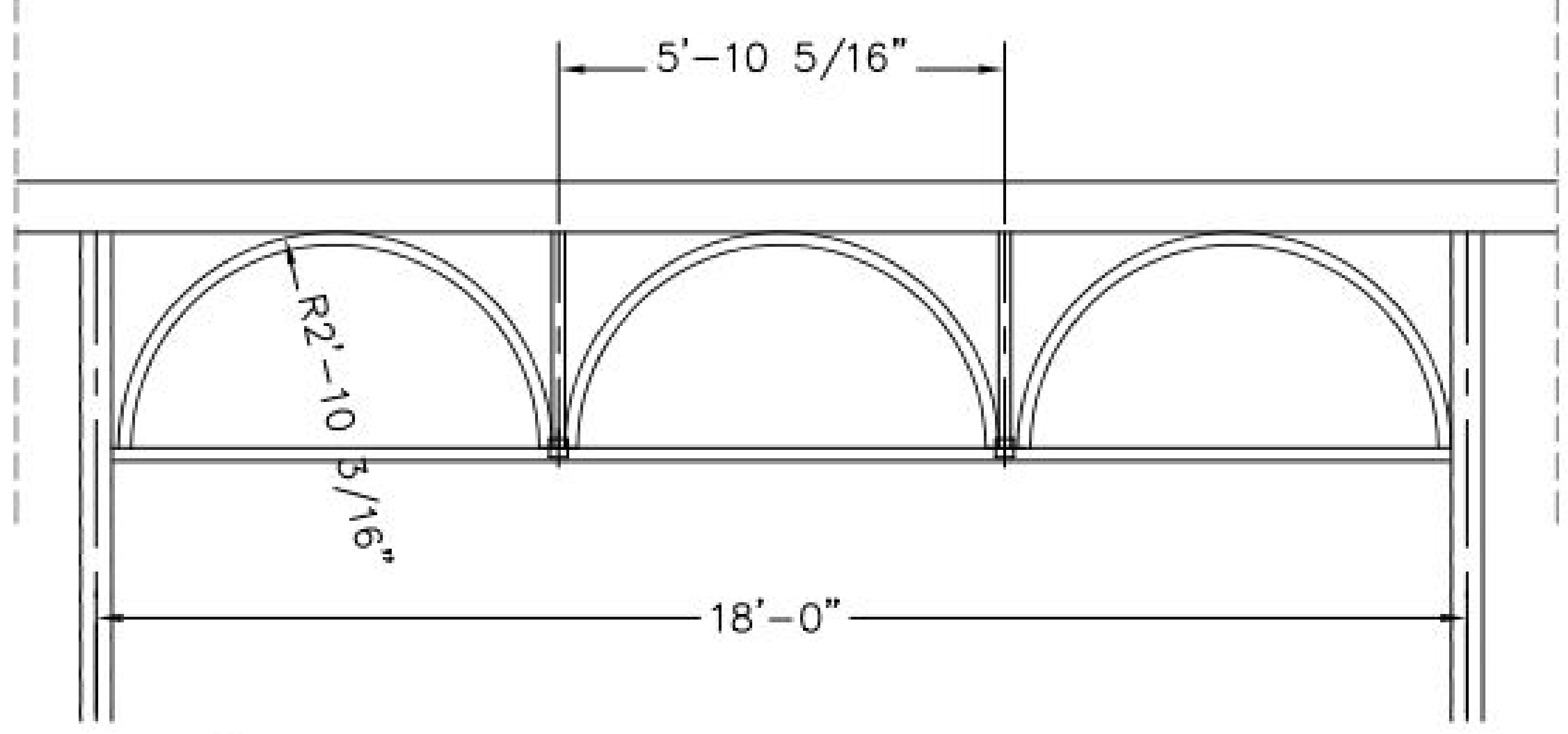
Materials not related to License to Use application.



WEST ELEVATION (PALAFOX STREET)
SCALE: 3/16" = 1'-0"



The decorate lattice under the front edge of the canopies will look like the below, but will be a combination of the semicircular and square grid patterns. See building line elevations below.



② CANOPY ELEVATION

EXTERIOR FINISH MATERIALS			
ITEM TAG	FINISH MATERIAL	MANUFACTURER	COLOR
1	BRICK	CAROLINA CERAMICS BRICK COMPANY	DESERT TAN VELOUR
2	EFIS	DRYVIT	111 PRAIRIE CLAY SANDPEBBLE
3	EFIS	DRYVIT	SW 7063ST NEBULOUS WHITE
4	EFIS	DRYVIT	SW 6993ST BLACK OF NIGHT
5	CAST STONE	ARRISCRAFT - RENAISSANCE	OYSTER
6	CAST STONE	ARRISCRAFT - RENAISSANCE	HAZEL
7	GLASS	GUARDIAN GLASS	GREEN
8	ALUMINUM	MORGAN WINDOWS	BLACK

88'-1"
3'-0"
5'-0"
11'-7"
10'-0"
10'-0"
10'-0"
10'-0"
11'-0"
17'-6"

TOP OF ROOF PARAPET 98.08
TOP OF ROOF PARAPET 95.08
ROOF TOS ELEVATION 90.08
7TH FLR ELEVATION 78.5
6TH FLR ELEVATION 68.5
5TH FLR ELEVATION 58.5
4TH FLR ELEVATION 48.5
3RD FLR ELEVATION 38.5
2ND FLR ELEVATION 27.5
1ST FLR ELEVATION 10.0

16'-5"
15'-2"
12'-1"



SOUTH ELEVATION (GIMBLE STREET)
SCALE: 3/16" = 1'-0"

0 2'-0" 5'-4" 10'-8"
SCALE: 3/16" = 1'-0"

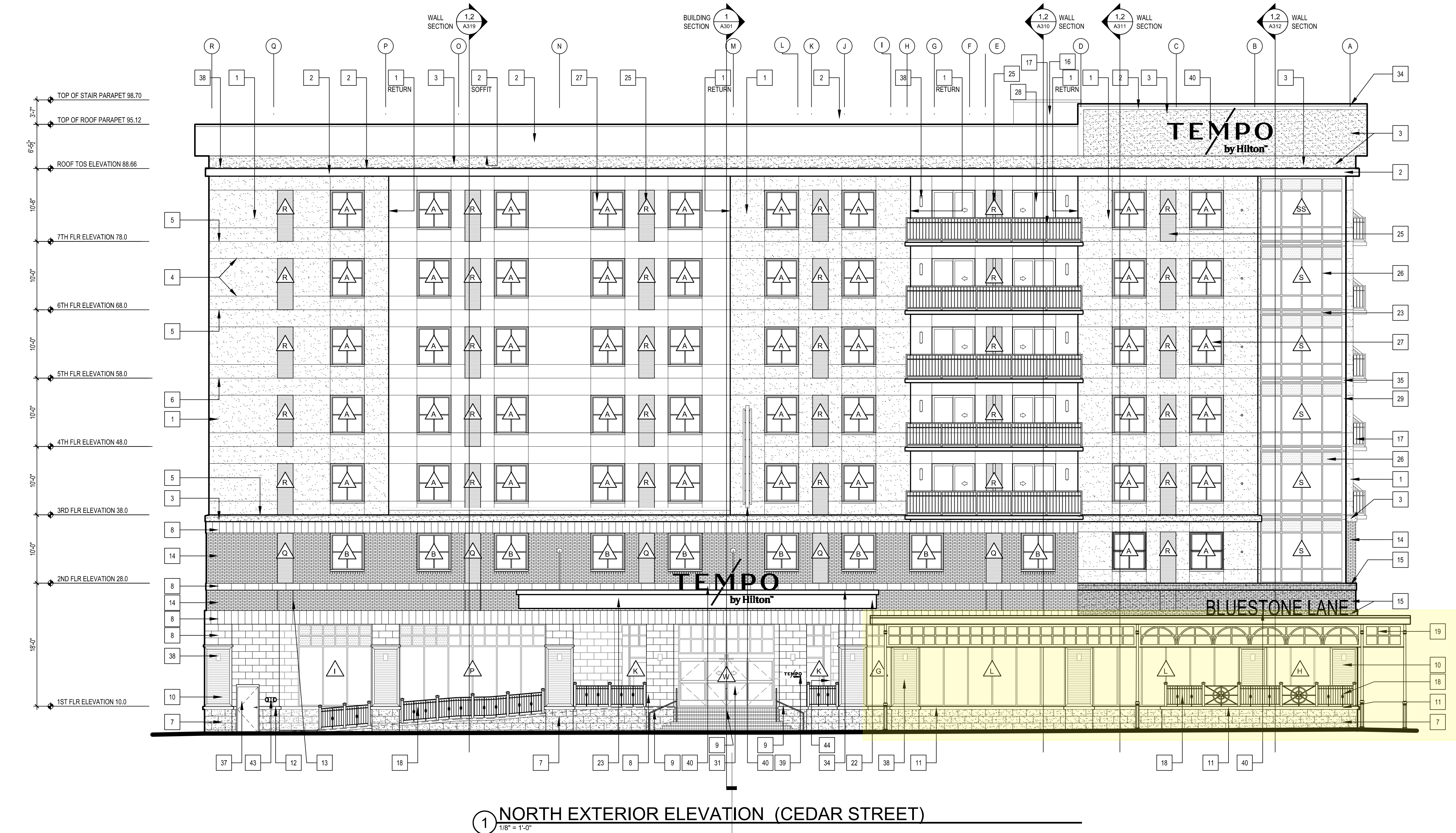
EXTERIOR FINISH MATERIALS			
ITEM TAG	FINISH MATERIAL	MANUFACTURER	COLOR
1	BRICK	CAROLINA CERAMICS BRICK COMPANY	DESERT TAN VELOUR
2	EFIS	DRYVIT	111 PRAIRIE CLAY SANDPEBBLE
3	EFIS	DRYVIT	SW 7063ST NEBULOUS WHITE
4	EFIS	DRYVIT	SW 6993ST BLACK OF NIGHT
5	CAST STONE	ARRISCRAFT - RENAISSANCE	OYSTER
6	CAST STONE	ARRISCRAFT - RENAISSANCE	HAZEL
7	GLASS	GUARDIAN GLASS	GREEN
8	ALUMINUM	MORGAN WINDOWS	BLACK

EXTERIOR FINISH MATERIALS SCHEDULE			
MATERIAL DESCRIPTION	MANUFACTURER / PRODUCT	PATTERN / TEXTURE	FINISH / COLOR
EXTERIOR INSULATION FINISH SYSTEM - CLAY COLOR	DRYVIT OUTSULATION PLUS MD	SANDPEBBLE	111 PRAIRIE CLAY
EXTERIOR INSULATION FINISH SYSTEM - WHITE COLOR	DRYVIT OUTSULATION PLUS MD	SANDBLAST FINISH	SHERWIN WILLIAMS 7083ST NEBULOUS WHITE
EXTERIOR INSULATION FINISH SYSTEM - BLACK COLOR	DRYVIT OUTSULATION PLUS MD	SANDBLAST FINISH	SHERWIN WILLIAMS 6969ST BLACK OF NIGHT
CAST STONE - ROCKED HAZEL COLOR	ARRISCRAFT RENAISSANCE	ROCKED FINISH	HAZEL (DISCONTINUED)
CAST STONE - SMOOTH OYSTER COLOR	ARRISCRAFT RENAISSANCE	SMOOTH FINISH	OYSTER (DISCONTINUED)
CAST STONE - SMOOTH BLACK COLOR	ARRISCRAFT RENAISSANCE	SMOOTH FINISH	BLACK
GFRC - DECORATIVE PANELS	STROMBERG HIGH PERFORMANCE GFRC	RIB117 TEXTURE	TO MATCH ADJACENT CAST STONE
BRICK VENEER	CAROLINA CERAMICS BRICK COMPANY / MODULAR	RUNNING BOND	DESERT TAN VELOUR
BRICK VENEER	CAROLINA CERAMICS BRICK COMPANY / MODULAR	RUNNING BOND	BLACK (TO BE DETERMINED)
PREFINISHED ALUMINUM STOREFRONT	US ALUMINUM / SERIES 17451	N/A	BLACK 70% FLUOROPOLYMER RESIN
PREFINISHED ALUMINUM WINDOWS	M.I. WINDOWS AND DOORS / 480PW WITH TNS	N/A	BLACK 70% FLUOROPOLYMER RESIN
PREFINISHED ALUMINUM PTAC LOUVER	RELIABLE AEL 42 WITH 186 FRAME	N/A	BLACK 70% FLUOROPOLYMER RESIN
PREFINISHED ALUMINUM AUTOMATIC SLIDING ENTRANCE	STANLEY / DURA GLIDE 3000	N/A	BLACK 70% FLUOROCARBON RESIN
ALUMINUM UTILITY LOUVER	TO BE DETERMINED	N/A	URETHANE ALKYO GLOSS (FIELD PAINT TO MATCH ADJACENT WALL COLOR)
PREFINISHED ALUMINUM COPING	TO BE DETERMINED	N/A	DURACRON 600 THERMOSETTING ACRYLIC ENAMEL
PREFINISHED ALUMINUM FLASHING	TO BE DETERMINED	N/A	DURACRON 600 THERMOSETTING ACRYLIC ENAMEL
PREFINISHED ALUMINUM SCUPPERS	TO BE DETERMINED	N/A	DURACRON 600 THERMOSETTING ACRYLIC ENAMEL
PREFINISHED ALUMINUM GUTTERS	TO BE DETERMINED	N/A	DURACRON 600 THERMOSETTING ACRYLIC ENAMEL
PREFINISHED ALUMINUM DOWNSPOUT	TO BE DETERMINED	N/A	DURACRON 600 THERMOSETTING ACRYLIC ENAMEL
INSULATING LOW-E GLASS	OLD CASTLE GLASS	N/A	CLEAR
INSULATING OPAQUE SPANDREL GLASS	OLD CASTLE GLASS	N/A	MEDIUM BRONZE
EXTERIOR HOLLOW METAL DOORS AND FRAMES	TO BE DETERMINED	N/A	URETHANE ALKYO GLOSS (FIELD PAINTED TO MATCH ADJACENT FINISH MATERIAL COLOR)
WINDOWS	(MORGAN WINDOWS)	N/A	BLACK

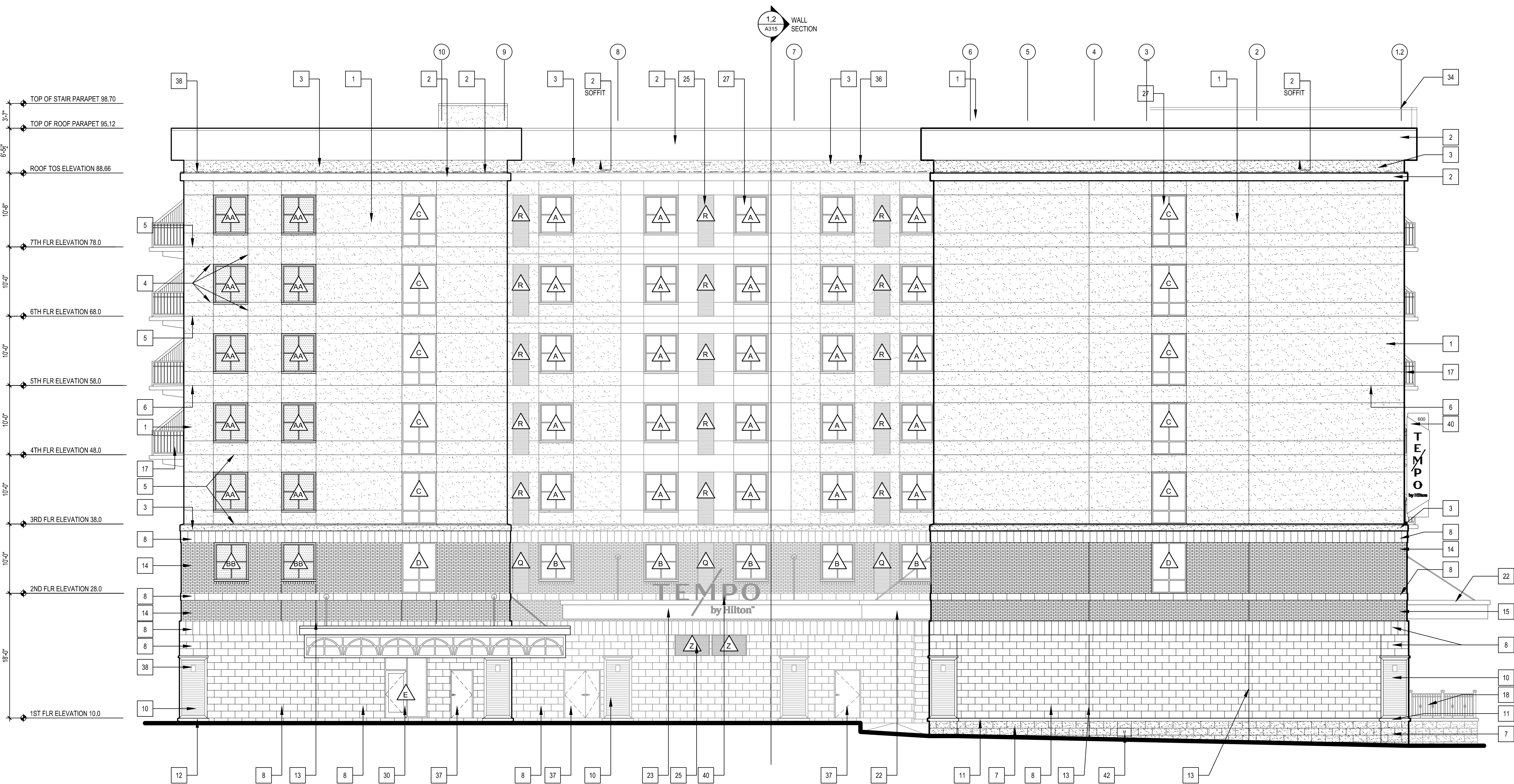
EXTERIOR FINISH MATERIALS LEGEND		
1	EIFS CLAY COLOR - EXTERIOR INSULATION FINISH SYSTEM (111 PRAIRIE CLAY - SANDPEBBLE FINISH)	
2	EIFS WHITE COLOR - EXTERIOR INSULATION FINISH SYSTEM (SHERWIN WILLIAMS 7083ST NEBULOUS WHITE)	
3	EIFS BLACK COLOR - EXTERIOR INSULATION FINISH SYSTEM (SHERWIN WILLIAMS 6969ST BLACK OF NIGHT)	
7	CAST STONE - ROCKED OYSTER ARRISCRAFT RENAISSANCE MODULAR 11-58" H x 23-58" L x 3-58" D	
8	CAST STONE - CHAMFERED SMOOTH OYSTER ARRISCRAFT RENAISSANCE MODULAR 11-58" H x 23-58" L x 3-58" D	
14	BRICK - DESERT TAN VELOUR COLOR (CAROLINA CERAMICS BRICK COMPANY)	
15	BRICK VENEER - BLACK COLOR MODULAR 7-68" X 3-58" X 2-14" INTERSTATE BRICK MIDNIGHT BLACK	

EIFS NOTES	
SPACING, WIDTH, LOCATIONS AND CONSTRUCTION OF ALL JOINTS AND REVEALS, WITHIN EIFS AT ALL EXTERIOR WALL AND CEILING LOCATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND THE REQUIREMENTS FOR ALL APPLICABLE SIMILAR CONDITIONS ENCOUNTERED AS DEFINED BY THE EIFS MANUFACTURER NECESSARY FOR THE SPECIFIED EIFS WARRANTY. NOTHING IN THE CONTRACT DOCUMENTS SHALL BE CONSTRUED TO REPRESENT A CONFLICT WITH THE EIFS MANUFACTURER'S WARRANTY REQUIREMENTS. REFERENCE WALL SECTIONS AND EIFS JOINT REVEAL DETAILS ON SHEET A364 FOR ADDITIONAL INFORMATION CONCERNING EIFS JOINT AND REVEAL SPACING, WIDTH, LOCATIONS AND CONSTRUCTION REQUIRED.	
HORIZONTAL EIFS JOINTS WITH WINDRESISTANCE TRACKS/DRAINAGE STRIPS ARE REQUIRED AT THE FOLLOWING LOCATIONS:	
1. THE FULL PERIMETER OF THE BUILDING (WHERE APPLICABLE) AT THE 4TH FLR LEVEL	
2. EIFS TERMINATIONS ABOVE GRADES AND HARDSCAPED AREAS	
3. EIFS TERMINATIONS ABOVE ROOF SURFACES	
4. EIFS TERMINATIONS ABOVE ALL EXTERIOR DOORS AND FENESTRATION	
5. EIFS TERMINATIONS AT ALL SOFFIT / FASCIA CONDITIONS	
6. EIFS TERMINATIONS ABOVE ELEVATED CONCRETE BALCONIES	

KEYED ELEVATION NOTES	
KEY	ITEM DESCRIPTION
1	EIFS CLAY COLOR - EXTERIOR INSULATION FINISH SYSTEM (111 PRAIRIE CLAY - SANDPEBBLE FINISH)
2	EIFS WHITE COLOR - EXTERIOR INSULATION FINISH SYSTEM (SHERWIN WILLIAMS 7083ST NEBULOUS WHITE)
3	EIFS BLACK COLOR - EXTERIOR INSULATION FINISH SYSTEM (SHERWIN WILLIAMS 6969ST BLACK OF NIGHT)
4	EIFS AESTHETIC REVEALS (SEE ID / A35)
5	EIFS CONTROL / EXPANSION JOINT (SEE 6A / A353 & 4F / A353)
6	EIFS DRAINAGE JOINT (TOP OF SLAB AT 4TH FLOOR ONLY) (SEE 6C / A353)
7	CAST STONE - ROCKED OYSTER COLOR (ARRISCRAFT - RENAISSANCE)
8	CAST STONE - CHAMFERED SMOOTH OYSTER COLOR (ARRISCRAFT - RENAISSANCE)
9	ILLUMINATED HANDRAIL
10	GFRC - DECORATIVE PANELS (RIB117 TEXTURE - STROMBERG HIGH PERFORMANCE GFRC)
11	CAST STONE CAP
12	CAST STONE SLOPED WATERABLE UNIT
13	CAST STONE BRIST CONTROL / EXPANSION JOINT (SEE 14 / A353) AT 30° C.C. MAX FOR WALLS WITHOUT OPENINGS AND 30° C.C. FOR WALLS WITH MULTIPLE OPENINGS.
14	BRICK - DESERT TAN VELOUR COLOR (CAROLINA CERAMICS BRICK COMPANY)
15	BRICK - BLACK COLOR (CAROLINA CERAMICS BRICK COMPANY)
16	TPO FLASHING MEMBRANE
17	ALUMINUM BALCONY GUARDRAIL (BLACK)
18	DECORATIVE METAL GUARDRAIL (BLACK)
19	STEEL SHADE STRUCTURE
20	BALCONY COATING
21	BALCONY DOOR PANELS
22	PREFABRICATED MARQUEE AWNING
23	ALUMINUM BREAK METAL (BLACK)
24	+NOT ASSIGNED-
25	PREFINISHED ALUMINUM MECHANICAL COVERS (COLOR TO MATCH ADJACENT WALL)
26	PREFINISHED ALUMINUM STOREFRONT (BLACK)
27	PREFINISHED ALUMINUM GUESTROOM FIXED WINDOWS (BLACK)
28	PREFINISHED ALUMINUM GUESTROOM SLIDING GLASS DOORS (BLACK)
29	PREFINISHED ALUMINUM BEAM WRAP - COLOR TO MATCH ADJACENT ALUMINUM FRAME
30	PREFINISHED ALUMINUM ENTRANCES
31	PREFINISHED ALUMINUM AUTOMATIC BIFOLDING ENTRANCE (BLACK)
32	PREFINISHED ALUMINUM AUTOMATIC REVOLVING ENTRANCE
33	PREFINISHED ALUMINUM GUTTER (DOWNSPOUT) (WHITE)
34	PREFINISHED ALUMINUM COPING
35	PREFINISHED ALUMINUM SLAB EDGE COVER PANELS
36	TPO COATED METAL SCUPPER
37	PAINTED GALVANIZED HOLLOW METAL DOOR AND FRAME (COLOR TO MATCH ADJACENT WALL)
38	LIGHT FIXTURE
39	NON ILLUMINATED BUILDING SIGNAGE
40	ILLUMINATED BUILDING SIGNAGE
41	CAST ALUMINUM STREET ADDRESS SIGNAGE
42	NATURAL GAS METER
43	FIRE DEPARTMENT CONNECTION / FIRE PUMP TEST HEADER
44	WXXC BOX
45	FLAG BRN



1 NORTH EXTERIOR ELEVATION (CEDAR STREET)
1/8" = 1'-0"



2 EAST EXTERIOR ELEVATION (JEFFERSON STREET)
1/8" = 1'-0"

OWNER

PENSACOLA
PALAFOX LODGING, LLC

735 BROAD STREET
SUITE 500
CHATTANOOGA, TN 37402

DEVELOPER

GRACE
CONSTRUCTION
CONSULTANTS

5726 MARLIN ROAD
#200
CHATTANOOGA, TN 37411

PROJECT

TEMPO

600 SOUTH PALAFOX ST.
PENSACOLA, FL 32502

EDITION
08/16/24 PERMIT

PROJECT NO.: 223038

DRAWN BY:
CHECKED BY:
APPROVED BY:
PLOT DATE:

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LINDSAY POPE BRAYFIELD & ASSOCIATES, INC.

NORTH AND EAST
EXTERIOR
ELEVATIONS

OWNER

PENSACOLA
PALAFOX LODGING, LLC

735 BROAD STREET
SUITE 500
CHATTANOOGA, TN
37402

DEVELOPER

GRACE
CONSTRUCTION
CONSULTANTS

5726 MARLIN ROAD
#200
CHATTANOOGA, TN
37411

PROJECT

TEMPO

600 SOUTH PALAFOX ST.
PENSACOLA, FL 32502

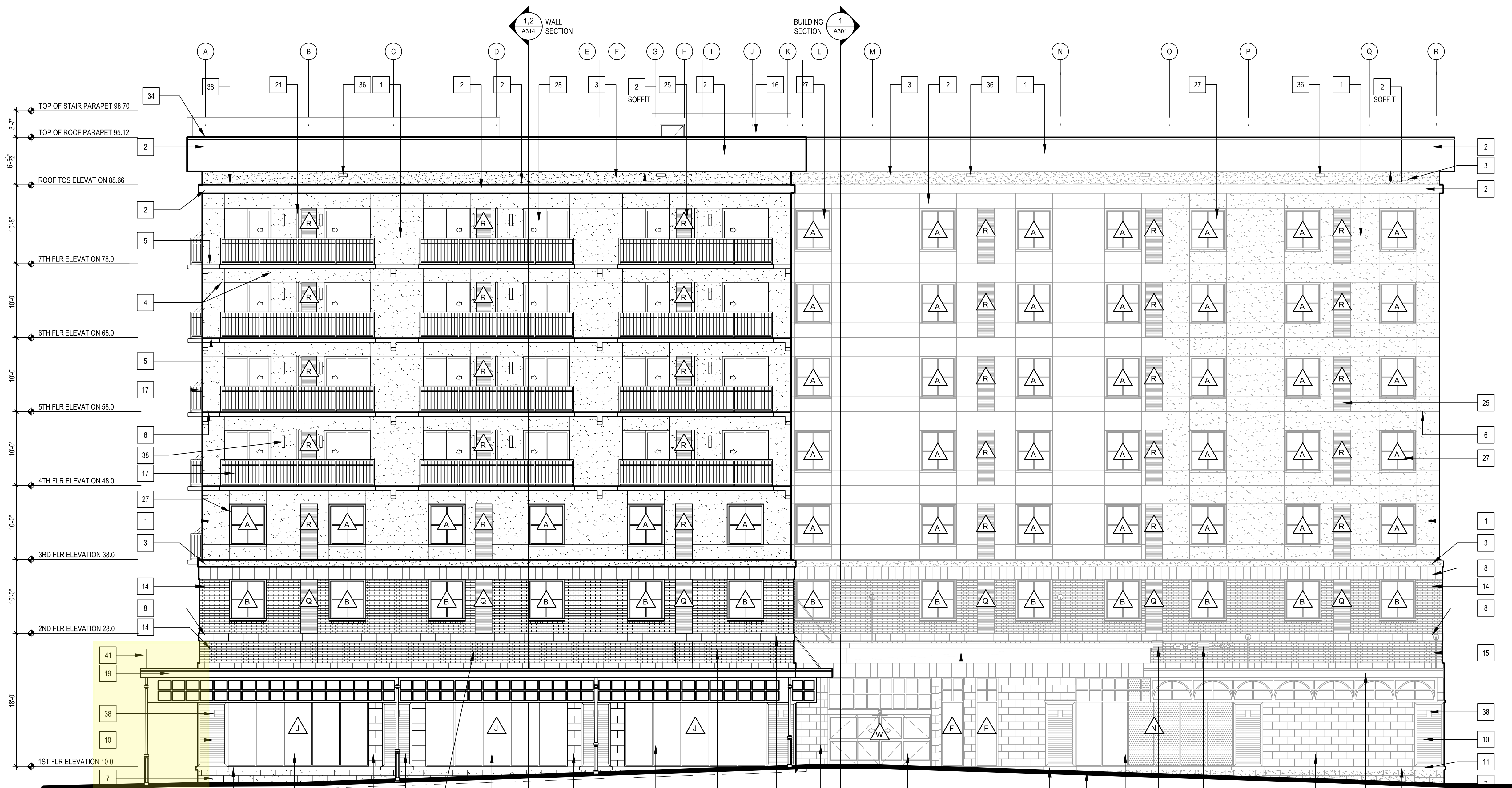
EDITION
08/16/24 PERMIT

PROJECT NO.: 223038

DRAWN BY:
CHECKED BY:
APPROVED BY:
PLOT DATE:

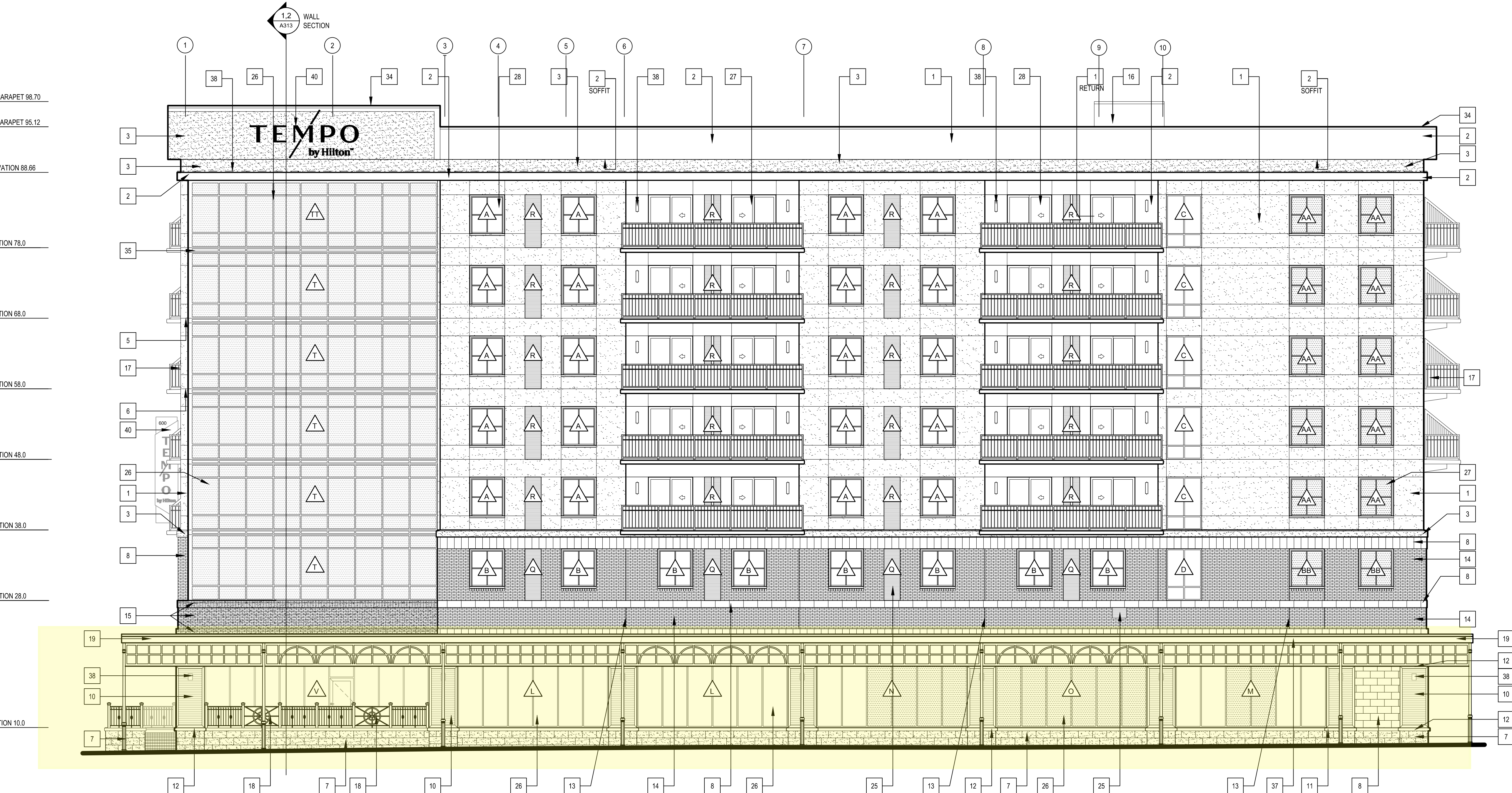
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LINDSAY POPE BRAYFIELD &
ASSOCIATES, INC.

SOUTH AND WEST
EXTERIOR
ELEVATIONS



1 SOUTH EXTERIOR ELEVATION (GIMBLE STREET)

1/8" = 1'-0"



2 WEST EXTERIOR ELEVATION (PALAFOX STREET)

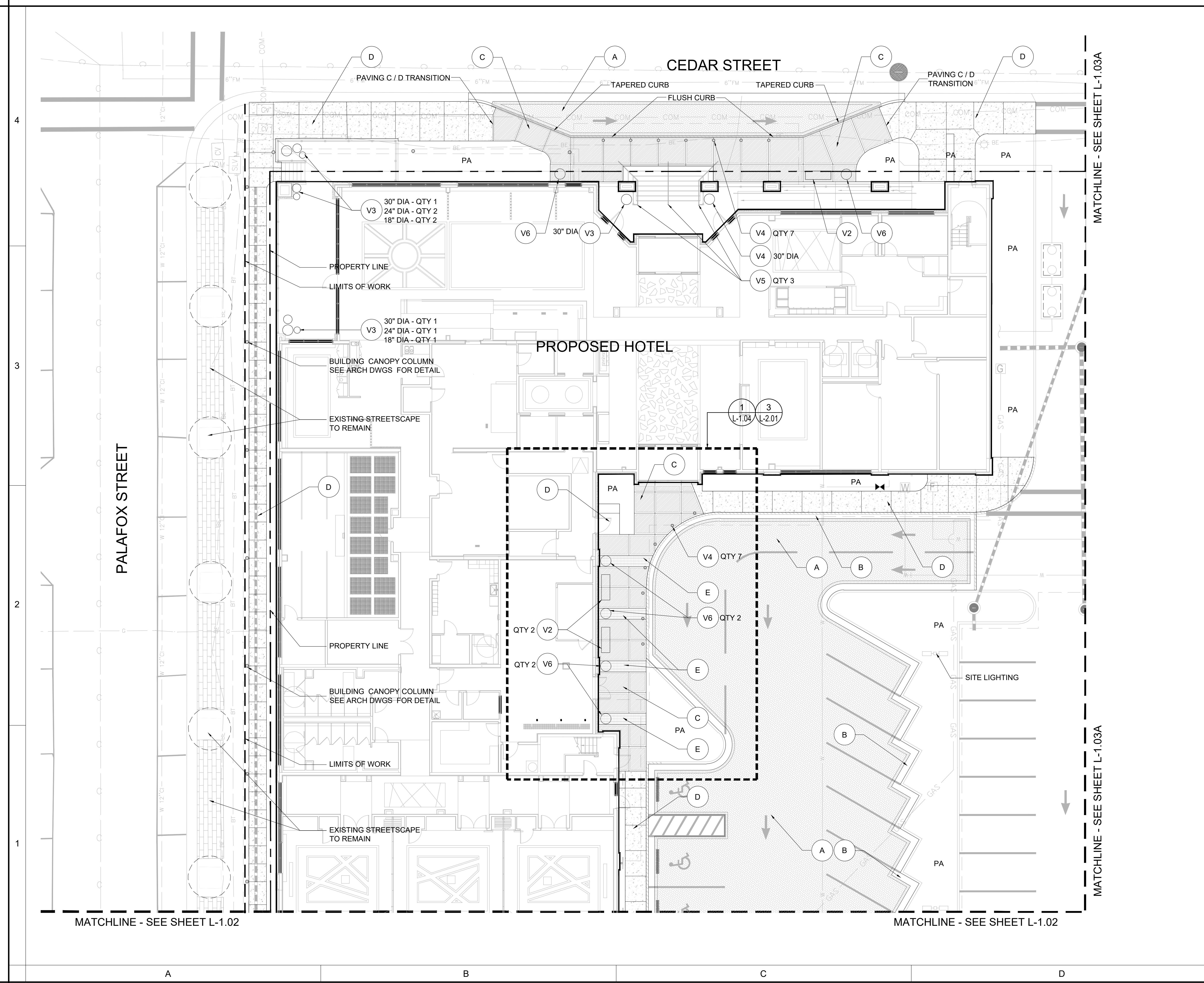
1/8" = 1'-0"

EXTERIOR FINISH MATERIALS SCHEDULE			
MATERIAL DESCRIPTION	MANUFACTURER / PRODUCT	PATTERN / TEXTURE	FINISH / COLOR
EXTERIOR INSULATION FINISH SYSTEM - CLAY COLOR	DRYVIT OUTSULATION PLUS MD	SANDPEBBLE	111 PRAIRIE CLAY
EXTERIOR INSULATION FINISH SYSTEM - WHITE COLOR	DRYVIT OUTSULATION PLUS MD	SANDBLAST FINISH	SHERWIN WILLIAMS 7083ST NEBULOUS WHITE
EXTERIOR INSULATION FINISH SYSTEM - BLACK COLOR	DRYVIT OUTSULATION PLUS MD	SANDBLAST FINISH	SHERWIN WILLIAMS 6969ST BLACK OF NIGHT
CAST STONE - ROCKED HAZEL COLOR	ARRISCRRAFT RENAISSANCE	ROCKED FINISH	HAZEL (DISCONTINUED)
CAST STONE - SMOOTH OYSTER COLOR	ARRISCRRAFT RENAISSANCE	SMOOTH FINISH	OYSTER (DISCONTINUED)
CAST STONE - SMOOTH BLACK COLOR	ARRISCRRAFT RENAISSANCE	SMOOTH FINISH	BLACK
GFRC - DECORATIVE PANELS	STROMBERG HIGH PERFORMANCE GFRC	RI8117 TEXTURE	TO MATCH ADJACENT CAST STONE
BRICK VENEER	CAROLINA CERAMICS BRICK COMPANY / MODULAR	RUNNING BOND	DESERT TAN VELOUR
BRICK VENEER	CAROLINA CERAMICS BRICK COMPANY / MODULAR	RUNNING BOND	BLACK (TO BE DETERMINED)
PREFINISHED ALUMINUM STOREFRONT	US ALUMINUM / SERIES 17451	N/A	BLACK 70% FLUOROPOLYMER RESIN
PREFINISHED ALUMINUM WINDOWS	M.I. WINDOWS AND DOORS / 480PW WITH FINS	N/A	BLACK 70% FLUOROPOLYMER RESIN
PREFINISHED ALUMINUM PTA LOUVER	RELIABLE AEL 42 WITH 186 FRAME	N/A	BLACK 70% FLUOROPOLYMER RESIN
PREFINISHED ALUMINUM AUTOMATIC SLIDING ENTRANCE	STANLEY / DURA GLIDE 3000	N/A	BLACK 70% FLUOROCARBON RESIN
ALUMINUM UTILITY LOUVER	TO BE DETERMINED	N/A	URETHANE ALKYO GLOSS (FIELD PAINT TO MATCH ADJACENT WALL COLOR)
PREFINISHED ALUMINUM COPING	TO BE DETERMINED	N/A	DURACRON 600 THERMOSETTING ACRYLIC ENAMEL
PREFINISHED ALUMINUM FLASHING	TO BE DETERMINED	N/A	DURACRON 600 THERMOSETTING ACRYLIC ENAMEL
PREFINISHED ALUMINUM SCUPPERS	TO BE DETERMINED	N/A	DURACRON 600 THERMOSETTING ACRYLIC ENAMEL
PREFINISHED ALUMINUM GUTTERS	TO BE DETERMINED	N/A	DURACRON 600 THERMOSETTING ACRYLIC ENAMEL
PREFINISHED ALUMINUM DOWNSPOUT	TO BE DETERMINED	N/A	DURACRON 600 THERMOSETTING ACRYLIC ENAMEL
INSULATING LOW-E GLASS	OLD CASTLE GLASS	N/A	CLEAR
INSULATING OPAQUE SPANDREL GLASS	OLD CASTLE GLASS	N/A	MEDIUM BRONZE
EXTERIOR HOLLOW METAL DOORS AND FRAMES	TO BE DETERMINED	N/A	URETHANE ALKYO GLOSS (FIELD PAINTED TO MATCH ADJACENT FINISH MATERIAL COLOR)
WINDOWS	(MORGAN WINDOWS)	N/A	BLACK

EXTERIOR FINISH MATERIALS LEGEND		
1	EIFS CLAY COLOR - EXTERIOR INSULATION FINISH SYSTEM (111 PRAIRIE CLAY - SANDPEBBLE FINISH)	
2	EIFS WHITE COLOR - EXTERIOR INSULATION FINISH SYSTEM (SHERWIN WILLIAMS 7083ST NEBULOUS WHITE)	
3	EIFS BLACK COLOR - EXTERIOR INSULATION FINISH SYSTEM (SHERWIN WILLIAMS 6969ST BLACK OF NIGHT)	
7	CAST STONE - ROCKED OYSTER ARRISCRRAFT RENAISSANCE MODULAR 11-5/8" H x 23-5/8" L x 3-5/8" D	
8	CAST STONE - CHAMFERED SMOOTH OYSTER ARRISCRRAFT RENAISSANCE MODULAR 11-5/8" H x 23-5/8" L x 3-5/8" D	
14	BRICK - DESERT TAN VELOUR COLOR (CAROLINA CERAMICS BRICK COMPANY)	
15	BRICK VENEER - BLACK COLOR MODULAR 7-5/8" X 3-5/8" X 2-1/4" INTERSTATE BRICK MIDNIGHT BLACK	

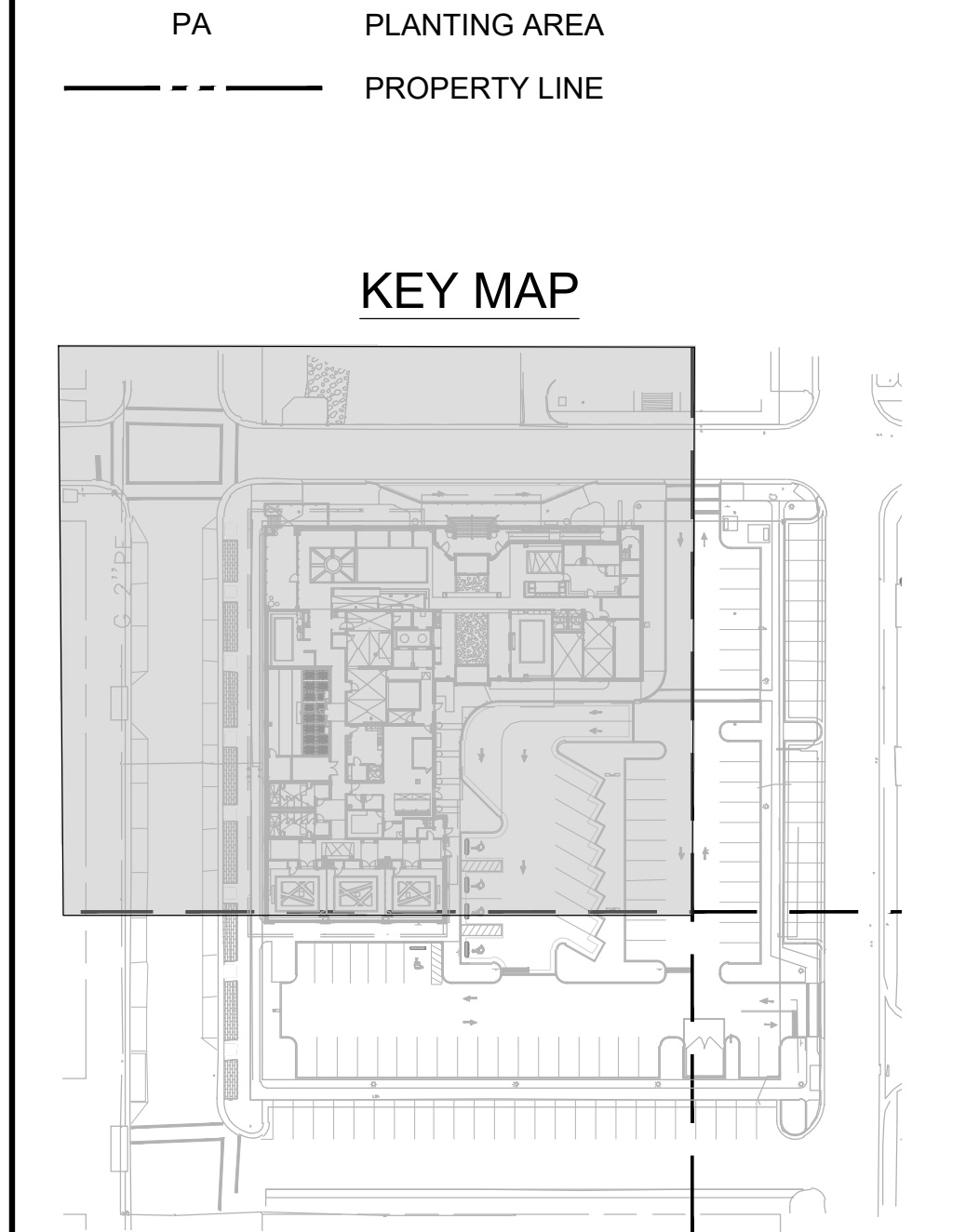
KEYED ELEVATION NOTES	
KEY	ITEM DESCRIPTION
1	EIFS CLAY COLOR - EXTERIOR INSULATION FINISH SYSTEM (111 PRAIRIE CLAY - SANDPEBBLE FINISH)
2	EIFS WHITE COLOR - EXTERIOR INSULATION FINISH SYSTEM (SHERWIN WILLIAMS 7083ST NEBULOUS WHITE)
3	EIFS BLACK COLOR - EXTERIOR INSULATION FINISH SYSTEM (SHERWIN WILLIAMS 6969ST BLACK OF NIGHT)
4	EIFS AESTHETIC REVEALS (SEE ID / ASS)
5	EIFS CONTROL / EXPANSION JOINT (SEE 6A / A333 & 4F / A333)
6	EIFS DRAINAGE JOINT (TOP OF SLAB AT 6TH FLOOR ONLY SEE 6C / A333)
7	CAST STONE - ROCKED OYSTER ARRISCRRAFT RENAISSANCE (SEE 14 / A333 AT 30" O.C. MAX FOR WALLS WITHOUT OPENINGS AND 24" O.C. FOR WALLS WITH MULTIPLE OPENINGS)
8	CAST STONE - CHAMFERED SMOOTH OYSTER COLOR (ARRISCRRAFT - RENAISSANCE)
9	ILLUMINATED HANDRAIL
10	GFRC - DECORATIVE PANELS (RI8117 TEXTURE - STROMBERG HIGH PERFORMANCE GFRC)
11	CAST STONE CAP
12	CAST STONE SLOPED WATERABLE UNIT
13	CAST STONE BRIST CONTROL / EXPANSION JOINT (SEE 14 / A333 AT 30" O.C. MAX FOR WALLS WITHOUT OPENINGS AND 24" O.C. FOR WALLS WITH MULTIPLE OPENINGS)
14	BRICK - DESERT TAN VELOUR COLOR (CAROLINA CERAMICS BRICK COMPANY)
15	BRICK - BLACK COLOR (CAROLINA CERAMICS BRICK COMPANY)
16	TPD FLASHING MEMBRANE
17	ALUMINUM BALCONY GUARDRAIL (BLACK)
18	DECORATIVE METAL GUARDRAIL (BLACK)
19	STEEL SHADE STRUCTURE
20	BALCONY COATING
21	BALCONY DOOR PANELS
22	PREFABRICATED MARQUEE AWNING
23	ALUMINUM BREAK METAL (BLACK)
24	-NOT ASSIGNED-
25	PREFINISHED ALUMINUM MECHANICAL COVERS (COLOR TO MATCH ADJACENT WALL)
26	PREFINISHED ALUMINUM STOREFRONT (BLACK)
27	PREFINISHED ALUMINUM WINDOW FROM WINDOWS (BLACK)
28	PREFINISHED ALUMINUM GUESTROOM SLIDING GLASS DOORS (BLACK)
29	PREFINISHED ALUMINUM BEAM WRAP - COLOR TO MATCH ADJACENT ALUMINUM FRAME
30	PREFINISHED ALUMINUM ENTRANCES
31	PREFINISHED ALUMINUM AUTOMATIC BIFOLDING ENTRANCE (BLACK)
32	PREFINISHED ALUMINUM AUTOMATIC REVOLVING ENTRANCE
33	PREFINISHED ALUMINUM GUTTER (DOWNSPOUT) (WHITE)
34	PREFINISHED ALUMINUM COPING
35	PREFINISHED ALUMINUM SLAB EDGE COVER PANELS
36	TPD COATED METAL SCUPPER
37	PAINTED GALVANIZED HOLLOW METAL DOOR AND FRAME (COLOR TO MATCH ADJACENT WALL)
38	LIGHT FIXTURE
39	NON ILLUMINATED BUILDING SIGNAGE
40	ILLUMINATED BUILDING SIGNAGE
41	CAST ALUMINUM STREET ADDRESS SIGNAGE
42	NATURAL GAS METER
43	FIRE DEPARTMENT CONNECTION / FIRE PUMP TEST HEADER
44	KNX BOX
45	FLAG BRN

EIFS NOTES	
SPACING, WIDTH, LOCATIONS AND CONSTRUCTION OF ALL JOINTS AND REVEALS, WITHIN EIFS AT ALL EXTERIOR WALL AND CEILING LOCATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS AND THE REQUIREMENTS FOR ALL APPLICABLE SIMILAR CONDITIONS ENCOUNTERED AS DEFINED BY THE EIFS MANUFACTURER NECESSARY FOR THE SPECIFIED EIFS WARRANTY. NOTHING IN THE CONTRACT DOCUMENTS SHALL BE CONSTRUED TO REPRESENT A CONFLICT WITH THE EIFS MANUFACTURERS WARRANTY ARGUMENTS. REFERENCE WALL SECTIONS AND EIFS JOINT REVEAL DETAILS ON SHEET A364 FOR ADDITIONAL INFORMATION CONCERNING EIFS JOINT AND REVEAL SPACING, WIDTH, LOCATIONS AND CONSTRUCTION REQUIRED.	
HORIZONTAL EIFS JOINTS WITH WINDRESISTANCE TRACKS/DRAINAGE STRIPS ARE REQUIRED AT THE FOLLOWING LOCATIONS:	
1. THE FULL PERIMETER OF THE BUILDING (WHERE APPLICABLE) AT THE 4TH FLR LEVEL	
2. EIFS TERMINATIONS ABOVE GRADES AND HARDSCAPED AREAS	
3. EIFS TERMINATIONS ABOVE ROOF SURFACES	
4. EIFS TERMINATIONS ABOVE ALL EXTERIOR DOORS AND PENETRATION	
5. EIFS TERMINATIONS AT ALL SOFFIT / FASCIA CONDITIONS	
6. EIFS TERMINATIONS ABOVE ELEVATED CONCRETE BALCONIES	



SHEET KEY & NOTES:
REFER TO HARDSCAPE DETAILS
SHEET L-2.01

Material Tag	Description	Detail
A	Vehicular Specialty Paving Brick	2 / L-2.01
B	Vehicular Header Band	2 / L-2.01
C	Concrete Walk - Warm Gray	1 / L-2.01
D	Typical Concrete Walk	1 / L-2.01
E	Brick Accent Band	1 / L-2.01
V1	Trash Receptacle with Tapered Formed Lid	
V2	Bench	
V3	Fiberglass Planter	
V4	Bollard	
V5	Illuminated Handrail System	
V6	Cast Iron Planter with Base	



NORTH

0' 5' 10' 20'

SCALE: 1"=10'

NO. DESCRIPTION DATE

1 50% CD 06-06-2024

2 99% CD 07-26-2024

3 Permit Submittal 08-16-2024

REVISIONS

REV. DATE REVISION

LANDSCAPE ARCHITECT
DANIEL A. ROGERS, RLA
6666866

AUGUST 16, 2024

DANIEL ROGERS
LANDSCAPE ARCHITECTURE
500 WINDERLEY PLACE SUITE 325 | MAITLAND, FLORIDA 32751 | P: 407.353.0112

100% Construction Documents

PROJECT NAME

TEMPO by HILTON

SHEET NAME

HARDSCAPE PLAN

SCALE

AS SHOWN

DATE
08.16.2024

DRAWN
DAR

SHEET NUMBER

L-1.01

Page 399 of 821



MINUTES OF THE PLANNING BOARD
September 10, 2024

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Powell, Board Member Sampson, Board Member Villegas

MEMBERS ABSENT: Board Member Van Hoose

STAFF PRESENT: Assistant Planning & Zoning Manager Harding, Planning & Zoning Manager Cannon, Assistant City Administrator Forte, Help Desk Technician Russo, Development Services Coordinator Statler, Executive Assistant Chwastyk

STAFF VIRTUAL: Development Services Director Morris

OTHERS PRESENT: Jack Myslack, Jason Rebol, Andrew Rothfeder, Buck Lindsay

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from August 13, 2024

New Business:

- Request for Preliminary Plat Approval – Red Feather Subdivision, 150 S. Baylen Street
- Request for License to Use the City Right-of-Way – 600 S. Palafox Street
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Vice Chairperson Larson made a motion to approve the August 13, 2024, minutes, seconded by Board Member Powell, and it carried 6:0.

New Business –

Request for Preliminary Plat Approval – Red Feather Subdivision, 150 S. Baylen Street

Rebol-Battle & Associates, LLC, is requesting preliminary plat approval on behalf of Red Feather Developers for a subdivision at 150 S. Baylen Street. This project is located within the C-2A zoning district, of which two (2) parcels will be subdivided into thirteen (13) lots to accommodate eleven (11) single-family attached residences and an additional two (2) parcels owned by the homeowners' association. The properties also fall within the Palafox Historic Business District, where all development is subject to review by the Architectural Review Board, the CRA Urban Core, and the Dense Business District.

Mr. Rebol presented to the Board. Chairperson Ritz reiterated comments from past submittals and commented that the development would be much better than the existing parking lot. There are residential developments of a similar nature nearby and it represented a good use of urban space. Board Member Grundhoefer asked about the north common area in Parcel B and its access, and Mr. Rebol pointed out an easement along the east of the development, and that it will likely be an amenity area for the residents. The easement on the east side is on the neighboring property, and the easement dedication documents will be provided with the final plat documents. Mr. Rothfeder also presented to the board. He is the developer of the project. The easement has already been recorded. Currently, that area is landscaping and a drainage ditch. The stormwater will be put underground, and a sidewalk and landscaping will be placed on top. Mr. Grundhoefer also asked about existing on-side parking lot curbs which are shown on the plat, but which will be removed during development.

Board Member Powell made the motion to approve as submitted. The motion was seconded by Board Member Grundhoefer, and it carried 6:0.

Request for License to Use the City Right-of-Way – 600 S. Palafox Street

Winford Lindsay (Lindsay, Pope, Brayfield & Associates, Inc.), on behalf of Pensacola Palafox Lodging LLC, is requesting approval for a license to use the city right-of-way at 600 S. Palafox Street. The purpose of this application is to allow for the construction of an awning overhang which will be structurally attached to the right of way by decorative columns. The awning will extend over the sidewalk along S. Palafox Street and also over the sidewalk along Cedar Street where a future patio and outdoor seating area will be. The full overhang encroachment will measure 79' x 5'-4" along the Cedar Street frontage and 195'-8" x 6'-3" along the Palafox Street frontage. This property is located in the Palafox Historic Business District and the overall hotel project, including the aesthetics of the subject canopy, was approved by the Architectural Review Board in April 2024.

Mr. Lindsay, architect for the project, presented to the Board. Chairperson Ritz commented that the Board is not necessarily considering aesthetics of the development, but only the license to use the right-of-way portion for the awning structurally attached to the right-of-way. He appreciated the public amenity such as an awning which will protect people from rain, and which is a common building element in the area. The board is usually favorable to license to use applications. Board Member Villegas asked for the scope to be clarified, and Mr. Lindsay responded that the canopy would extend along the full S. Palafox building elevation and halfway along the Cedar Street building elevation. There was another canopy along Cedar Street, but it is not part of the license to use application being reviewed by the Board. Rainwater would be managed with downspouts not incorporated into the columns. Board Member Grundhoefer was in support but had questions regarding a portion of a raised patio in the Cedar Street right-of-way. Mr. Lindsay responded that that

portion was added to give presence to the corner of the building and that it was elevated due to the flood zone requirements. It's there principally to engage the pedestrian experience, as well as guests. Board Member Grundhoefer did not think that was a common encroachment elsewhere. Assistant Planning and Zoning Division Manager Harding responded that the overall development contains several encroachments which were considered "minor encroachments" (the elevated patio, the awnings not structurally attached to the right of way, a vehicle pull over lane on Cedar Street, and a portion of an ADA ramp). Per the LDC, minor encroachments may be approved administratively (through a minor LTU) if certain conditions are met. Those encroachments were reviewed and approved as a minor LTU by the City Engineer and Building Official per the ordinance. Assistant Planning and Zoning Division Manager Harding clarified that the Planning Board application is for the "major" license to use request which is only for the overhead awning structurally attached to the right-of-way. Board Member Grundhoefer thought that the difference between "major" and "minor" was subjective. Staff referenced Sec. 12-11-7(e) and provided it on the screen,

"(e) Approval of minor encroachments. Minor encroachments into the right-of-way may be approved administratively if the conditions of this section are met. Minor encroachments allowed under this section include, but are not limited to, awnings, driveways, and out-swinging doors.

(1) Design standards and regulations. The request shall be reviewed to ensure the minor encroachment does not pose any safety concerns, that a six-foot wide pedestrian path is maintained, and that the minor encroachment does not interfere with any utilities or facilities within the right-of-way.

- a. For out-swinging doors, the permittee must demonstrate a physical barrier has been provided to prevent the door from swinging into anyone within the public right-of-way.
- b. Awnings that project over the right-of-way but do not require support columns in the right-of-way may be considered a minor encroachment.
- c. The building official or city engineer will determine the boundaries of the minor encroachment area.
- d. Failure to maintain the minor encroachment area may result in citations being issued."

Assistant Planning and Zoning Division Manager Harding restated that since those items have already been approved as a "minor LTU" and under a separate process, Planning Board's review is only for the "major LTU" which is the overhead canopy structurally attached to the right-of-way. Board Member Grundhoefer and Board Member Larson provided their opinion that the elevated patio constituted a "major" LTU. Assistant Planning and Zoning Division Manager Harding reiterated that the patio had already been approved administratively as a "minor LTU" per Sec. 12-11-7(e). Chairperson Ritz stated that it is his understanding that the patio can be built since it was approved administratively per the LDC, but that it might not have an awning over it if the application before them was denied. The board had further discussion regarding the interpretation of minor vs major and it appeared that clarifications in the LDC were needed and should be addressed as part of the upcoming LDC assessment.

Board Member Larson made a motion to approve with the caveat that City Council address what is "major" and "minor" in more specific terms for future LTU approvals. Chairman Ritz thought that the motion took on a lot of other issues that go beyond the specific application, and that the question of "major" vs "minor" should be considered separately. Planning

Board can make a recommendation separate of the LTU application to address the LDC. Board Member Larson revised his motion, to approve the LTU as presented. However, he would like to discuss the matter more as part of the Discussion portion of the meeting. Planning and Zoning Division Manager Cannon reminded the Board that the City is in the process of issuing a Request for Proposals for a consulting firm to assess the LDC. The request to clarify definitions could certainly be included in that process and as a priority. Some board members wished to discuss the application further and Board Member Larson rescinded the motion. There was no motion on the floor. The Board continued their discussion on the canopy, major vs minor LTU's, and landscaping. The Board discussed that even though this item brought up a potential issue with the LDC, those issues which should be addressed, does not need to weigh down the current LTU application. Those issues (definitions of "minor" vs "major") can be discussed further and addressed as part of the upcoming LDC assessment, if not sooner.

Board Member Villegas made a motion to approve, seconded by Board Member Powell. Board Member Grundhoefer then asked about street trees. Mr. Lindsay stated that there are nine existing crepe myrtles along Palafox which will be retained. There are three healthy crepe myrtles on the property line which are city trees. Those are to be transplanted, either to the street edge, or to the interior of the site. The City's Arborist is happy to assist with that process. So, the street trees will stay. Assistant Planning and Zoning Division Manager Harding pointed out that the property is in zoning district C-2A where developments are exempt from general landscaping requirements in the right-of-way. The developers seem to be going above and beyond in that aspect.

The motion to approve was called to a vote, and it carried 5-1 with Board Member Grundhoefer dissenting.

Open Forum – none

Discussion – Board Member Larson requested that the definition of "major" and "minor" licenses to use be put into the code and clarified when the LDC is formally assessed and rewritten. Staff agreed to carry the request forward and assured the Board that their discussion will be provided to whomever is chosen to take on that project. There was further discussion on the LTU process, fees, types, etc. Staff clarified the city's fee schedule is in the code of ordinances, but it is not in the Land Development Code. Additional discussion was provided on past Board applications and the LDC assessment.

Adjournment – With no further business, the Board adjourned at 3:13 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-945

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Charles Bare

SUBJECT:

RESOLUTION NO. 2024-79 - FLORIDA CITY GOVERNMENT WEEK

RECOMMENDATION:

That City Council adopt Resolution No. 2024-79:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA
RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21st THROUGH
OCTOBER 27th, 2024, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE
CELEBRATION AND CORRESPONDING ACTIVITIES AND PROVIDING AN EFFECTIVE
DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Florida City Government Week, held annually in October, is a time for cities across the state to celebrate, showcase and engage citizens in the work of municipal government. Florida City Government Week will be held October 21-27, 2024.

Municipal government is the government closest to the people, yet many residents are unaware of how city services impact their lives. Cities provide a higher level of service than most governments; through Florida City Government Week, the hope is to bring awareness to city government's role in enhancing the quality of life in communities.

This Resolution recognizes the importance of municipal government and municipal employees in enhancing the quality of life for our citizens and visitors to Pensacola.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

9/26/2024

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Resolution No. 2024-79 Florida City Government Week

PRESENTATION: No

RESOLUTION

NO. 2024-79

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21st THROUGH OCTOBER 27th, 2024, AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word for all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

Section 1. That the City of Pensacola encourages all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week.

Section 2. That the City of Pensacola encourages educational partnerships between city government and schools, as well as civic groups and other organizations.

Section 3. That the City of Pensacola supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

Section 4. This resolution shall become effective on the fifth (5th) business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-830

Agenda Conference

10/7/2024

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

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___ *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
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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.

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
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

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Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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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

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- *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.

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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.

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

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

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

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

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

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

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

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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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

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

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

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

12. Contracts of the Agency:

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

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

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

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

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

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

Federal Funded:

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

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

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

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

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

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

State Funded:

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

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

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

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

And

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

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

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vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- 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

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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

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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.

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- 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
CC336BED06F346D...



Ericka L. Burnett

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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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.



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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
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

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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.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is 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

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

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

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

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

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ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
 PROGRAM SPECIFIC TERMS AND CONDITIONS – 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.

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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.

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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 --

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: 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
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:
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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:

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HEARING REQUIRED: No Hearing Required

SUMMARY:

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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:

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

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

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

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

Federal Funded:

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

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

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

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

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

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

State Funded:

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

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

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

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

And

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- 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

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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

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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
STRATEGIC
DEVELOPMENT
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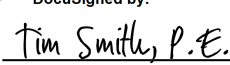
updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

- 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.

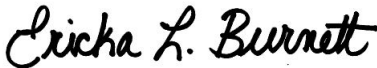
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of PensacolaBy:  forName: Grover C. Robinson IVTitle: Mayor

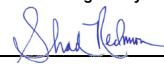
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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:By:  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.

**PUBLIC TRANSPORTATION
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EXHIBIT B**Schedule of Financial Assistance**

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
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

Signed 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.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is 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

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

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

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

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

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ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

**PUBLIC TRANSPORTATION
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**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.

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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.

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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 --

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: 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

Agenda Conference

10/7/2024

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
3. REVISED -Supplemental Budget Resolution No. 2024-71
4. REVISED - 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>	

**RESOLUTION
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	3,907,032
Amended		
To Read:	State Grants	5,507,032
As Reads	Capital Outlay	27,794,919
Amended		
To Read:	Capital Outlay	29,394,919

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 retroactive to September 30, 2024 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

OCTOBER 2024 - SUPPLEMENTAL BUDGET RESOLUTION - PORT - FLORIDA SEAPORT TRANSPORTATION ECONOMIC DEVELOPMENT (FSTED) GRANT NO. 44554919402 - UPLAND CARGO IMPROVEMENTS (LANDSIDE REHABILITATION) - RES NO. 2024-71

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	1,600,000	Increase estimated revenue for State Grants
Total Revenues	<u>1,600,000</u>	
Appropriations		
Capital Outlay	1,600,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>1,600,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-872

Agenda Conference

10/7/2024

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
4. REVISED - Supplemental Budget Resolution No. 2024-73
5. REVISED - 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>	

**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	18,805,969
Amended		
To Read:	Operating Expense	22,805,969

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 retroactive to September 30, 2024 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

OCTOBER 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

Agenda Conference

10/7/2024

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
4. REVISED -Supplemental Budget Resolution No. 2024-73
5. REVISED - Supplemental Budget Explanation No. 2024-73

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:

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>	

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**

**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	18,805,969
Amended		
To Read:	Operating Expense	22,805,969

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 retroactive to September 30, 2024 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

OCTOBER 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 #: 24-862

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2024-72 - PENSACOLA INTERNATIONAL AIRPORT - ESTABLISHING INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCINGS

RECOMMENDATION:

That the City Council adopt Resolution No. 2024-72

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCINGS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola International Airport is preparing for significant capital improvement construction including the expansion of the main terminal. Some of these improvements are currently under design. Although the City has obtained grants to pay for portions of the projects, it is still anticipated that the City will issue bonds to pay for the remaining portions of the design and construction of the improvements. These bonds will be exclusively from the revenues derived at the airport. Approval of this resolution will allow the City to use the future bond proceeds to reimburse itself for costs of the project that were incurred prior to bond issuance. This resolution does not obligate the City to issue bonds.

PRIOR ACTION:

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

May 25, 2023 - City Council approved the acceptance of the Public Transportation Grant

Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

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

FUNDING:

N/A

FINANCIAL IMPACT:

There is no financial impact to the City associated with passage of this Resolution. It does not obligate the City to any costs. It will allow the City to reimburse itself from future bond proceeds should the City wish to do so.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Matt Coughlin, Airport Director

ATTACHMENTS:

1. Resolution No. 2024-72

PRESENTATION: No

**RESOLUTION
NO. 2024-72**

**A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA
ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN
PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE
TAX-EXEMPT FINANCINGS; PROVIDING CERTAIN OTHER
MATTERS IN CONNECTION THEREWITH; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Pensacola, Florida (the "Issuer") desires to construct improvements to the Pensacola International Airport (the "Airport") more particularly described in Exhibit "A" hereto (the "Project").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA THAT:

SECTION 1. This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. The Issuer hereby expresses its intention to be reimbursed from proceeds of a future tax-exempt financing for the costs of the Project to be paid by the Issuer in connection with the Project. The total amount of debt to be incurred by the Issuer to reimburse itself for expenditures paid with respect to the Project will not exceed \$140 million. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations. No funds from sources other than the reimbursement bond issue are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside by the Issuer for such expenditures pursuant to its budget or financial policies.

SECTION 3. The expenditures to be reimbursed pursuant to this Resolution will be paid from the amounts available in the Airport's Capital Fund and other available funds of the Airport as may be allowed for the purpose of acquiring and implementing the Project on an interim basis.

SECTION 4. If any one or more of the provisions of this Resolution shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

SECTION 5. All resolutions or orders and parts thereof in conflict herewith to the extent of such conflicts, are hereby superseded and repealed.

SECTION 6. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided by Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted _____, 2024.

Approved: _____

Casey Jones
President of the City Council

ATTEST:

Ericka L. Burnett
City Clerk

Exhibit "A"

Project Description

The Project shall include the design and construction for a terminal expansion and the renewal of existing Airport facilities, including, but not limited to: the addition of a second concourse together with associated passenger boarding bridges, expansion of the passenger screening area, expansion of the aircraft apron area, upgrades to the baggage handling system, additional baggage claim carousal(s), replacement/refurbishment of existing passenger boarding bridges, expansion of vertical circulation, the addition of a central utility plant and/or replacement of existing rooftop HVAC, and other functionally related facilities and related airport improvements and other projects included in the Pensacola International Airport capital improvement program on file with the City.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-907

Agenda Conference

10/7/2024

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

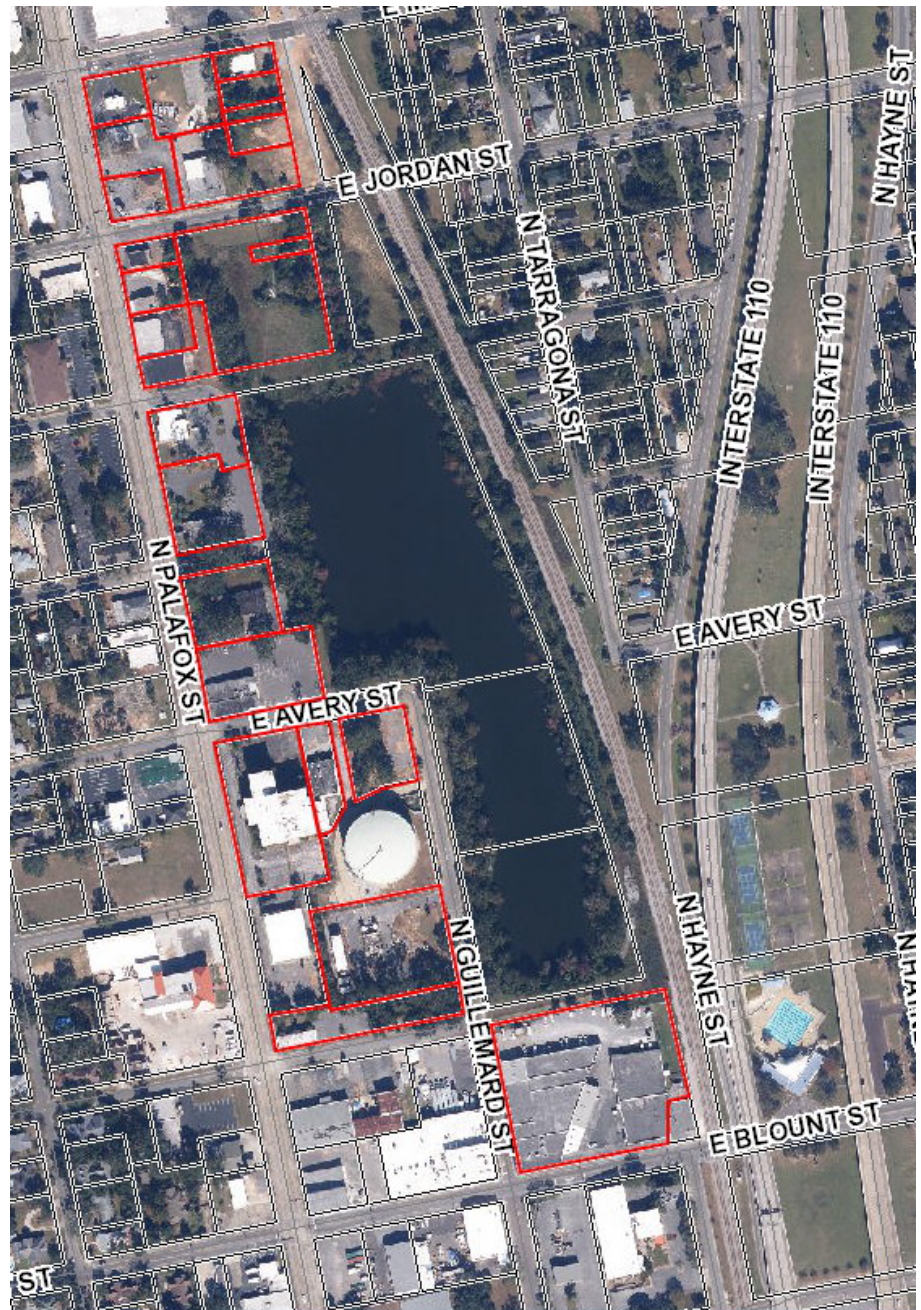
Land

[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 #: 24-797

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-66 - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO. 445548-1-94-03 - UPLAND CARGO IMPROVEMENTS INITIATIVE

RECOMMENDATION:

That City Council adopt supplemental Budget Resolution No. 2024-66:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City Council approved this grant on March 24, 2022. The funds associated with this grant focus on two component areas: rebuilding port roadways and cargo laydown areas, and improvements to warehouses, buildings and lighting. However, the funds that were appropriated on Supplemental Budget Resolution No. 2022-028 were omitted on subsequent carryover resolutions. City Council is being asked to appropriate the grant funds so that work can begin in Fiscal Years 2024 and 2025.

At the time the grant was approved by City Council, the required grant match funds identified were allocated within the Natural Disaster Fund with funding coming from FEMA. However, since that time, the matching grant funds have been identified within the CDBG-DR funds which are already appropriated.

PRIOR ACTION:

March 24, 2022 - City Council approved Florida Seaport Grant Program and Seaport Investment Program Grant No. 445548-1-94-03 - Upland Cargo Improvements Initiative and adopted Supplemental Budget Resolution No. 2022-028 appropriating the grant funds.

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of \$1,524,565. Any required grant match will be met with funds from CBDG-DR funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

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

ATTACHMENTS:

1. REVISED - Supplemental Budget Resolution No. 2024-66
2. Supplemental Budget Explanation No. 2024-66
3. Grant_44554819403 - Cargo Improvement PTGA
4. Report of Council Action 03/24/2022

PRESENTATION: No

**RESOLUTION
2024-66**

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 retroactive to September 30, 2024 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. 2024-66

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	1,524,565	Increase estimated revenue for State Grants
Total Revenues	<u>1,524,565</u>	
Appropriations		
Capital Outlay	1,524,565	Increase appropriation for Capital Outlay
Total Appropriations	<u>1,524,565</u>	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
GRANT AGREEMENTForm 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/21

Financial Project Number(s): (item-segment-phase-sequence) 445548-1-94-03	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only: Federal Award Date:	GMR, POED 215	FLAIR Category: 088794; 088807 Object Code: 751000 Org. Code: 55032020329 Vendor Number: F596000406008
Contract Number: G2838	Agency DUNS Number:	80-939-7102	
CFDA Number: N/A			
CFDA Title: N/A			
CSFA Number: 55.005; 55.034			
CSFA Title: Seaport Grant Program; Seaport Investment Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 5/4/2022 4:48 PM EDT, 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 and 339.0801(1), 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 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.
- 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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ___ *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 March 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.

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9. Project Cost:

- a. The estimated total cost of the Project is \$3,049,130. 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 \$1,524,565 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Contracts of the Agency:

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

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

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

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

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

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

Federal Funded:

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

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

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

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

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

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

State Funded:

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

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

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

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

And

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including,

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

This indemnification shall survive the termination of this Agreement."

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

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

19. Miscellaneous:

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

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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: David V Forte
C=US, O=City of
Pensacola,
Name: David V Forte
E=dforte@cityofpe
nsacola.com
Title: 2022-03-30 10:44:
05

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: Tim Smith, P.E.
DocuSigned by:
00EA910BEA3D404...
Name: Tim Smith, P.E.
Title: Director of Transportation Development

Attest:

Ericka L. Burnett
Ericka L. Burnett
City Clerk
eburnett@cityofpens
acola.com
2022.03.30
11:22:37-05'00'

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:
Erin Oliver
CC336BED06F346D...



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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. Many of the seaport's paved areas have exceeded their design life and need to be rebuilt and repaved. Pavement conditions are characterized by channelized depressions, cracking, potholes, depressions, and shoving. Hurricane Sally impacted the seaport in September 2020, further eroding / damaging the seaport's pavement. Hurricane Sally also damaged structures at the seaport. This Agreement has two components. The first component focuses on rebuilding roadways and cargo laydown areas. Prior to placement of new sub-grade materials, the port will inspect underground storm water management system and utilities (e.g., water, plumbing, electric), making upgrades, as necessary, to protect the environment and increase resiliency / sustainability. A second set of components will focus on warehouse, building, and lighting improvements.

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 activities described in the Project Description, including: aluminum; anchoring components; asphalt paving activities; assemblage; backfilling; cable protection systems; compaction; concrete; concrete repair; concrete sealing treatment; construction; construction inspection services; construction management services; construction services; consulting services; contractor stand-by; cost estimates; demobilization; demolition; drainage systems; doors; drywall; dust control systems; earthwork; economic assessments; electrical components and systems; elevators; engineering services; entrance canopies; environmental assessments; erection of pre-fabricated structure(s); exterior finishes; fasteners and connectors; feasibility studies; fencing; final plan development; fire protection services; flooring; form work; framing; gate installation or reconfiguration; geographic analysis; geotechnical services; glass and glazing; ground covering; handrails; installation and testing; insulation; interior divider walls; interior finishes; lighting systems; masonry; 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; ramps; rebar; rebar installation; refrigerated container racks; roadway medians; roofing systems; security systems; shore and slope protection; siding; signage and way finding; soil improvement work; stairways; steel; striping of roadway or storage areas; storage rack systems; stormwater management; structural components; surveying; temporary structures; temperature control system; thermal barriers; 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.



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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445548-1-94-03	GMR	088794	2022	751000	55.005	Seaport Grant Program	\$351,813.00
445548-1-94-03	LF	088794	2022	-	-	Local Matching Funds	\$351,813.00
445548-1-94-03	POED	088807	2022	751000	55.034	Seaport Investment Program	\$1,172,752.00
445548-1-94-03	LF	088807	2022	-	-	Local Matching Funds	\$1,172,752.00
Total Financial Assistance							\$3,049,130.00

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	\$1,524,565.00	\$1,524,565.00	\$0.00	\$3,049,130.00	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	\$1,524,565.00	\$1,524,565.00	\$0.00	\$3,049,130.00			

*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

DocuSigned by:

Ray Corbitt

5/4/2022 | 4:15 PM EDT

Signature

Date

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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.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is 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

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

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

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

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

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ENGINEER'S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
 PROGRAM SPECIFIC TERMS AND CONDITIONS – 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.

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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.

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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 --

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EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Program

CSFA Number: 55.005

***Award Amount:** \$351,813

*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>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Investment Program

CSFA Number: 55.034

***Award Amount:** \$1,172,752

*The award amount may change with amendments

Specific project information for CSFA Number 55.034 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 55.034 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: 22-00174

File ID: 22-00174

***Type:** Legislative Action Item

Status: Passed

Version: 1

**Attorney
Review::**

***Meeting Body:** City Council

File Created: 02/09/2022

Subject:

Final Action: 03/24/2022

Title: PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND
SEAPORT INVESTMENT PROGRAM GRANT NO. 445548-1-94-03 -
UPLAND CARGO IMPROVEMENTS INITIATIVE

***Agenda Date:** 03/24/2022

Sponsors: Grover C. Robinson, IV

Enactment Date:

Attachments: Grant Agreement No. 445548-1-94-03, Supplemental
Budget Resolution-No. 2022-028-Resolution,
Supplemental Budget Resolution-No.
2022-028-Explanation

Enactment Number:

Recommendation:

Hearing Date:

Entered by: cmerritt@cityofpensacola.com

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	03/21/2022	Placed on Regular Agenda				Pass
	Action Text: This Legislative Action Item was Placed on Regular Agenda.						
1	City Council	03/24/2022	Approved				Pass
	Action Text: A motion was made by Council Member Jones, seconded by Council Member Moore, 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 22-00174

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT

Master Continued (22-00174)

INVESTMENT PROGRAM GRANT NO. 445548-1-94-03 - UPLAND CARGO
IMPROVEMENTS INITIATIVE

RECOMMENDATION:

That City Council authorize the Mayor to execute Florida Seaport Grant and Seaport Investment Program grant No. 445548-1-94-03, for Upland Cargo Improvements Initiative in the amount of \$1,524,565. 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:

Port Staff, working with the FDOT Seaports office, coordinated securing grant funding for various port projects as part of the FDOT Seaport Investment Program. As funds become available, they are distributed based on existing port needs.

The funds associated with this grant focus on two component areas: rebuilding port roadways and cargo laydown areas, and improvements to warehouses, buildings, and lighting. Authorized project grant scope includes environmental, design, and construction work for the two component areas. Funds may also be used to assist with Hurricane Sally storm damages.

Additionally, obligated funds, for either component from FEMA Project Worksheets (PW) projects may be used to satisfy the local match.

PRIOR ACTION:

None

FUNDING:

Budget: \$1,524,565 FDOT Seaport Grant Program and
Seaport Investment Program

Actual: \$1,524,564 Roadway and Cargo Laydown Area Repairs and
Improvements

FINANCIAL IMPACT:

Master Continued (22-00174)

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of \$1,524,564. Any required grant match will be met with funds obligated by FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/28/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Clark Merritt, Port Director

ATTACHMENTS:

- 1) Grant Agreement No. 445548-1-94-03
- 2) Supplemental Budget Resolution No. 2022-028
- 3) Supplemental Budget Explanation No. 2022-028

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 2022-028

File ID: 2022-028	*Type: Resolution	Status: Passed
Version: 1	Attorney Review::	*Meeting Body: City Council
Requester/Dept Port :	Cost:	File Created: 02/11/2022
Subject:	Final Action: 03/24/2022	
Title: SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-028 FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO.445548-1-94-03 - UPLAND CARGO IMPROVEMENTS INITIATIVE		
Code Sections:	*Agenda Date: 03/24/2022	
Indexes:	Agenda Number: 20.	
Sponsors: Grover C. Robinson, IV	Enactment Date: 03/31/2022	
Attachments: Supplemental Budget Resolution No. 2022-028, Supplemental Budget Resolution Explanation, Grant Agreement No. 445548-1-94-03	Enactment Number: 2022-028	
Recommendation:	Hearing Date:	
Entered by: cmerritt@cityofpensacola.com	Effective Date:	
Related Files:		

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	03/21/2022	Placed on Regular Agenda				Pass
	Action Text:	This Resolution was Placed on Regular Agenda.					
1	City Council	03/24/2022	Adopted				Pass
	Action Text:	A motion was made by Council Member Moore, seconded by Council Vice President Wiggins, that this Resolution be Adopted. The motion carried by the following vote:					

Text of Legislative File 2022-028

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-028 FLORIDA SEAPORT
GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO.445548-1
-94-03 - UPLAND CARGO IMPROVEMENTS INITIATIVE

RECOMMENDATION:

That City Council adopt supplemental Budget Resolution 2022-028:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30,
2022; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Port Staff, working with the FDOT Seaports office, coordinated securing grant funding for various port projects as part of the FDOT Seaport Investment Program. As funding becomes available, they are distributed based on existing port needs.

The funds associated with this grant focus on two component areas: rebuilding port roadways and cargo laydown areas and improvements to warehouses, buildings, and lighting. Authorized project grant scope includes environmental, design and construction work for the two component areas. Funds may also be used to assist with Hurricane Sally storm damages.

Additionally, obligated funds, for either component, from FEMA Project Worksheets (PW) projects may be used to satisfy the local match.

PRIOR ACTION:

None

FUNDING:

Budget: \$1,524,565 FDOT Seaport Grant Program and

Seaport Investment Program

Actual: \$1,524,564 Upland Roadway and Cargo Laydown Area Repairs and
Improvements

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of \$1,524,564. 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
3/14/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator-Administration & Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-028
- 2) Supplemental Budget Resolution Explanation
- 3) Grant Agreement No. 445548-1-94-03

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-696

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2024-59 - AMENDMENT TO THE OSCEOLA GOLF COURSE FEE SCHEDULE FOR FISCAL YEAR 2025.

RECOMMENDATION:

That City Council approve Resolution No. 2024-59.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING AND MAKING REVISIONS TO THE FISCAL YEAR 2025 BUDGET FEE SCHEDULE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola Parks and Recreation Department administers municipal leisure facilities and programs that provide the best possible year-round, comprehensive recreational activities for all segments of our community. Fees are reviewed on an annual basis and adjusted accordingly to the adoption of the annual budget. However, the fees may be changed at any time as recommended by the Mayor and upon approval of the City Council.

On September 11, 2024, City Council adopted the City's Fiscal Year 2025 budget, which included the fee schedules for the Parks and Recreation Department. Staff recommends revising the fee schedule associated with the Osceola Golf Course, in order to support operational needs and consistency with projected revenues in the FY25 budget.

Attached are the FY24 fees as approved on September 13, 2023. These fees remained unchanged in the FY25 budget approved on September 11, 2024. In addition, the Osceola FY24 Fees Revised FY25 Fees Comparison is also attached. Upon approval by the City Council, the revised fee schedule will be effective at the beginning of the fiscal year beginning October 1, 2024.

PRIOR ACTION:

September 11, 2024 - City Council adopted Budget Resolution No. 2024-075 - Adopting a final Budget for the City of Pensacola for the Fiscal Year Beginning October 1, 2024.

September 13, 2023 - City Council adopted Budget Resolution No. 2023-073 - Adopting a Final Budget for the City of Pensacola for the Fiscal Year Beginning October 1, 2023.

FUNDING:

N/A

FINANCIAL IMPACT:

Sufficient budget was appropriated in the 2025 budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/26/2024

STAFF CONTACT:

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

ATTACHMENTS:

1. Osceola Golf Course Fee Schedule FY24 / FY25
2. Osceola FY24 Fees Revised FY25 Fees Comparison
3. Resolution No. 2024-59
4. Revised Osceola Golf Course Fee Schedule FY25

PRESENTATION: No

PARKS & RECREATION FEE SCHEDULES
OSCEOLA GOLF COURSE

Daily Rates	FY24/FY25	Other Rates	FY24/FY25
	Fee		Fee
<u>Monday -Sunday & Holidays</u>		<u>Driving Range</u>	
Adults, Cart	\$ 31.88	Range Balls, per bucket	\$ 6.70
Adults, Walk	21.07	Yearly Range, 100 buckets	222.19
First Tee, Walk	5.27		
First Tee, Ride	10.54	<u>Equipment Rentals</u>	
9 Holes, Walk	10.23	Electric Cart (Members)	13.00
9 Holes, Ride	16.60	Electric Cart (Volunteer Workers)	7.90
Twilight, Cart (after 2 pm)	21.98	Electric Cart (Ride Only)	10.06
Twilight, Walk (after 2 pm)	18.81	Pull Carts	5.03
Season Membership Rates		<u>Punch Cards</u>	
<u>Monday – Friday</u>		10 rounds with cart	270.38
Individual ONLY	183.86	20 rounds with cart	486.68
Each extra participant in the same household	32.45		
Monthly Membership Rates		<u>Tournaments</u>	
<u>Individual</u>		Bill Jones, per player	21.63
Adult, City Resident	91.93	Small, per player (50 and under)	27.21
Adult, Non-City Resident	124.37	Large, per player (51 and over)	25.85
Adult, Cart	270.38		
Senior Adult (65 & Over), City Resident	75.71	<u>Capital Improvement Surcharge</u>	
Senior Adult (65 & Over), Non-City Resident	97.34	Members	1.00
Youth, City Resident	54.08	Non-Members	2.00
Youth, Non-City Resident	81.11		
<u>Family (2 People)</u>			
City Resident	140.60		
Non-City Resident	227.12		
Senior Adult (65 & Over), City Resident	113.56		
Senior Adult (65 & Over), Non-City Resident	173.04		
Additional Family Member, each	10.82		

Osceola Golf Course FY24/FY25 - Revised FY25 Fee Comparison

	FY24/25 Base Fee	Revised FY25 Base Fee	Renewal/ Replacement Surcharge*	Sales Tax 7.5%	Revised FY25 Total Fee Rounded (Rack Rate)	Base Fee Increase
Daily Rates						
<u>Monday – Sunday & Holidays</u>						
Adults, Cart	31.88	\$ 39.88	2.00	1.075	45	25%
Adults, Walk	21.07	25.91	2.00	1.075	30	23%
9 Holes, Cart	16.60	25.91	2.00	1.075	30	56%
9 Holes, Walk	10.23	16.60	2.00	1.075	20	62%
Twilight, Cart (after 2 pm)	21.98	30.56	2.00	1.075	35	39%
9 Hole Cart	7.50	9.00	2.00	1.075	12	20%
18 Hole Cart	15.00	18.00	2.00	1.075	22	20%
Average Increase of Daily Rates						35%
Monthly Membership Rates						
<u>Individual</u>						
Adult, City Resident	91.93	102.28	14.00	1.075	125	11%
Adult, Non-City Resident	124.37	134.84	14.00	1.075	160	8%
Senior Adult (65 & Over), City Resident	75.71	92.98	14.00	1.075	115	23%
Senior Adult (65 & Over), Non-City Resident	97.34	102.28	14.00	1.075	125	5%
Average Increase of Monthly Membership Rates						12%

Other Rates

Driving Range

Range Balls, per bucket

Tournaments**

Value: Mon-Thurs PM (Afternoons)

Standard: Mon-Thurs AM (Mornings)

Premium: Fri-Sun & Holidays

Annual Membership Rates***

Individual

Adult, City Resident

Adult, Non-City Resident

Senior Adult (65 & Over), City Resident

Senior Adult (65 & Over), Non-City Resident

	FY24/25 Base Fee	Revised FY25 Base Fee	Renewal/ Replacement Surcharge*	Sales Tax 7.5%	Revised FY25 Total Fee Rounded (Rack Rate)	Base Fee Increase
Daily Rates						
<u>Monday – Sunday & Holidays</u>						
Adults, Cart	6.70	\$ 8.37	0.00	1.075	9	25%
Adults, Walk						
9 Holes, Cart						
9 Holes, Walk						
Twilight, Cart (after 2 pm)						
9 Hole Cart						
18 Hole Cart						
Average Increase of Daily Rates						
Monthly Membership Rates						
<u>Individual</u>						
Adult, City Resident		960.00	156.00	1.075	1,200	N/A***
Adult, Non-City Resident		1,332.09	156.00	1.075	1,600	N/A***
Senior Adult (65 & Over), City Resident		773.95	156.00	1.075	1,000	N/A***
Senior Adult (65 & Over), Non-City Resident		960.00	156.00	1.075	1,200	N/A***
Average Increase of Monthly Membership Rates						

* Renewal/ Replacement Surcharge is a fee to fund capital improvements, replacements, and major repair projects. The surcharge replenishes the Golf Course Fund. Surcharge for membership is based on anticipated rounds played.

** Based on Time of Day compared to number of players previously. Organizations with a Tax-Exempt Certificate will not be charged Sales Tax.

*** Annualized Memberships are new for FY25. Customers who purchase an annual membership will save 20%-38% (on an annualized basis).

RESOLUTION

NO. 2024-59

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA AUTHORIZING AND MAKING REVISIONS TO
THE FISCAL YEAR 2025 BUDGET FEE SCHEDULE FOR
THE FISCAL YEAR BEGINNING OCTOBER 1, 2024;
APPROVING AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola adopted the Fiscal Year 2025 City of Pensacola budget that included the fee schedule for the Parks and Recreation Osceola Golf Course;

WHEREAS, to support operational needs, the Mayor recommends modifications to the fee schedule to achieve consistency with projected revenues;

WHEREAS, the changes in the fees are in the public interest to support services provided and intended to be consistent with approved FY25 budget;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

Section 1. The Parks and Recreation Fee Schedule for Osceola Golf Course is approved as shown in Attachment A.

Section 2. This resolution shall become effective on the fifth (5th) 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

"Attachment A"

Osceola Golf Course

	FY25 Base Fee	Renewal/ Replacement Surcharge*	Sales Tax 7.5%	FY25 Total Fee Rounded (Rack Rate)		FY25 Base Fee	Renewal/ Replacement Surcharge*	Sales Tax 7.5%	FY25 Total Fee Rounded (Rack Rate)
Daily Rates					Other Rates				
<u>Monday – Sunday & Holidays</u>					<u>Driving Range</u>				
Adults, Cart	\$ 39.88	2.00	1.075	45	Range Balls, per bucket	\$ 8.37	0.00	1.075	9
Adults, Walk	25.91	2.00	1.075	30					
9 Holes, Cart	25.91	2.00	1.075	30					
9 Holes, Walk	16.60	2.00	1.075	20					
Twilight, Cart (after 2 pm)	30.56	2.00	1.075	35	<u>Tournaments**</u>				
9 Hole Cart	9.00	2.00	1.075	12	Value: Mon-Thurs PM (Afternoons)	30.00	2.00	1.075	34
18 Hole Cart	18.00	2.00	1.075	22	Standard: Mon-Thurs AM (Mornings)	33.00	2.00	1.075	38
					Premium: Fri-Sun & Holidays	36.00	2.00	1.075	41
Monthly Membership Rates					Annual Membership Rates				
<u>Individual</u>					<u>Individual</u>				
Adult, City Resident	102.28	14.00	1.075	125	Adult, City Resident	960.00	156.00	1.075	1,200
Adult, Non-City Resident	134.84	14.00	1.075	160	Adult, Non-City Resident	1,332.09	156.00	1.075	1,600
Senior Adult (65 & Over), City Resident	92.98	14.00	1.075	115	Senior Adult (65 & Over), City Resident	773.95	156.00	1.075	1,000
Senior Adult (65 & Over), Non-City Resident	102.28	14.00	1.075	125	Senior Adult (65 & Over), Non-City Resident	960.00	156.00	1.075	1,200

*Renewal/ Replacement Surcharge is a fee to fund capital improvements, replacements, and major repair projects. The surcharge replenishes the Golf Course Fund. Surcharge for membership is based on anticipated rounds played.

** Based on Time of Day. Organizations with a Tax-Exempt Certificate will not be charged Sales Tax.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-916

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

FLORIDA DEPARTMENT OF COMMERCE – OFFICE OF BROADBAND - MULTI-PURPOSE
COMMUNITY FACILITY GRANT AGREEMENT NO. BB207 – FRICKER RESOURCE
CENTER REHABILITATION PROJECT

RECOMMENDATION:

That City Council approve the acceptance Grant Agreement No. BB207 for the purpose of rehabilitating the Fricker Resource Center as a multi-purpose community center in the amount of \$4,000,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola has been awarded \$4,000,000 to construct and rehabilitate the Fricker Resource Center to enable work, education, and health monitoring activities. These funds will be used to add such resources as new state of the art tech-related equipment including information kiosks, video conferencing hardware, managed printing/scanning solutions, and export consoles for community use.

Additionally, these funds will be used to construct a senior center that enables on-site health education and outreach in partnership with Baptist Health Care. This project will also work toward renovating existing kitchens, playgrounds, entryways, libraries, and restrooms to meet the needs of the community, including those of ADA compliance, emergency response, and after-school and summer resource programs.

This project will be conducted in tandem with the Fricker Resource Center CDBG-DR Infrastructure grant awarded project.

PRIOR ACTION:

January 18, 2024 - City Council approved a grant award of \$5.5 million dollars awarded from Florida Commerce to make necessary repairs and other redesign improvements including, but not limited to, hazard mitigation to the Fricker Resource Center.

FUNDING:

Budget \$4,000,000 Florida Commerce Multi-Purpose Community Facility Grant

Actual \$110,000 Project Administration
 \$140,500 Engineering, Planning and Design
 \$3,749,500 Construction
 \$4,000,000

FINANCIAL IMPACT:

This part of the Fricker project is fully funded from grant contributions. Adoption of the Supplemental Budget Resolution will appropriate the grant funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/26/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Russell Sweatt, Facilities Director
William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Grant Agreement No. BB207
2. Supplemental Budget Resolution No. 2024-78
3. Supplemental Budget Explanation No. 2024-78

PRESENTATION: No

**FLORIDA CAPITAL PROJECTS FUND GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS FLORIDA CAPITAL PROJECTS FUND PROGRAM GRANT AGREEMENT (this “Agreement”) is made and entered into by and between the State of Florida, Department of Commerce, and the City of Pensacola (“Subrecipient”). The Florida Department of Commerce and Subrecipient are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law 117-2 American Rescue Plan Act of 2021 (“ARPA”), Section 604 of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021, the U.S. Department of the Treasury (hereinafter referred to as “Treasury”) has awarded Capital Projects Fund (“CPF”) funds to the State of Florida (Federal Award Identification Number CPFFN0205, Assistance Listing Number 21.029) for support in responding to the economic and public health impacts of the pandemic to contain impacts on their communities, residents, and businesses, and consistent with the Appropriations Act;

WHEREAS, pursuant to section 187 of the Florida 2023-2024 General Appropriations Act, the Florida Legislature reappropriated nonrecurring funds to the Florida Department of Commerce for the Capital Projects Fund authorized under section 165 of Chapter 2022-156, Laws of Florida, to award grants for the expansion of broadband internet service to unserved and underserved areas of the state;

WHEREAS, on July 1, 2023, the Department of Economic Opportunity was renamed to the Florida Department of Commerce (hereinafter referred to as “Commerce”)

WHEREAS, the Office of Broadband within Commerce accepted applications for proposed projects to construct/rehabilitate Multi-purpose Community Facilities to enable work, education, and health monitoring in a manner consistent with the provisions provided in the American Rescue Plan Act of 2021, Capital Projects Fund;

WHEREAS, Subrecipient is an eligible applicant that submitted an application for CPF funding for a proposed Multi-purpose Community Facility project and was awarded funding;

WHEREAS, based on Subrecipient’s submitted project proposal and any amendments and attachments thereto (collectively, the “Project”), Commerce has determined that the Project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement, is necessary for the construction and /or rehabilitation of a Multi-purpose Community Facility which directly enables work, education and health monitoring.

WHEREAS funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of Florida’s Federal award.

WHEREAS, the following Exhibits and Attachments are attached hereto and incorporated herein as an integral part of this Agreement:

- Exhibit A: Scope of Work
- Exhibit B: Capital Projects Fund Requirements for Contract Terms and Conditions
 - Attachment 1 to Exhibit B: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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- Exhibit C: Monitoring Requirements
- ⊖ Exhibit D: Notice of Completion and Engineer's Certificate of Compliance
- ⊖ Exhibit E: Audit Requirements

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

AGREEMENT

The foregoing whereas clauses are hereby incorporated into this Agreement and made a part hereof.

1. TERM. This Agreement is effective as of the date on which Commerce provides a Notice to Proceed letter following approval of the project Scope of Work (the "Effective Date") and shall continue until the Expiration Date. The Expiration Date is the earlier to occur of: (a) December 31, 2026, unless an extension of the time period is requested by Subrecipient and granted in writing by Commerce prior to the expiration of this Agreement; or (b) the date on which this Agreement is terminated pursuant to Section 25. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Commerce determines that Subrecipient has fully satisfied its obligations prior to December 31, 2026, or other duly extended date, then the "Expiration Date" shall be the date of such determination.

2. TYPE OF AGREEMENT: This Agreement is a Reimbursement agreement.

3. FUNDING: The total amount of awarded funds under this agreement shall not exceed the total amount of **Four Million Dollars and Zero Cents (\$4,000,000.00)**. Travel expenses are not authorized under this Agreement. Commerce shall not pay Subrecipient's costs related to this Agreement incurred outside of the Agreement Period. In accordance with section 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Subrecipient shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Subrecipient instituted or in which Subrecipient has joined as a claimant. Subrecipient shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Subrecipient's business records and accounting system that the Award Funds originated from this Agreement. Subrecipient shall not commingle Award Funds with any other funds. Subrecipient's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

4. PAYMENTS TO SUBRECIPIENT:

a. Subrecipient shall submit invoices in support of allowable expenditures for the project at the milestone/task completion identified in Exhibit A, SCOPE OF WORK, through Commerce's Subrecipient Enterprise Resource Application (SERA). All invoices must comply with the requirements of the State of Florida Reference Guide for State Expenditures and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become

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due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Subrecipient's name, address, federal employer identification number or other applicable Subrecipient identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Subrecipient that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. Payment shall be made in accordance with section 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Subrecipient due to preparation errors will result in a delay of payment. Commerce is responsible for all payments under this Agreement.

c. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>.

d. **VENDOR OMBUDSMAN:** In accordance with section 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **FINAL INVOICE:** Subrecipient shall submit the final invoice for payment to Commerce no later than 60 calendar days after completion of the project, Agreement end date or is terminated, whichever is earlier. If Subrecipient fails to do so, Commerce, in its sole and absolute discretion, may refuse to honor any requests submitted after this time and may consider Subrecipient to have forfeited any and all rights to payment under this Agreement.

6. SPECIFIC AGREEMENT REQUIREMENTS:

a. Subrecipient shall submit invoices for each milestone/task completion as specified within Exhibit A – SCOPE OF WORK. Eligible activities are identified in Section 5 of the SCOPE OF WORK. Subrecipient must retain bills for fees and other compensation for services and expenses in detail sufficient for monitoring and a proper pre-audit and post-audit thereof through the end of the Federal Interest period, December 31, 2034.

b. Travel expenses are not authorized under this Agreement.

c. Commerce shall have the right to unilaterally cancel this Agreement for Subrecipient's refusal to allow public access to all documents, papers, letters, or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

d. Subrecipient shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. Commerce shall not pay Subrecipient until Commerce: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Subrecipient written notice of same.

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f. Subrecipient shall comply with all criteria stated in Exhibit A, SCOPE OF WORK.

g. This Agreement may not be renewed.

h. If Subrecipient fails to perform in accordance with this Agreement, Commerce shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR Part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

j. Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and the Subrecipient.

k. In addition to the submission requirements listed in Exhibit E, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open Capital Projects Fund subgrant.

l. Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

7. REPRESENTATIONS AND WARRANTIES. Subrecipient hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on which Subrecipient submits each request for payment under this Agreement, and the dates on which Subrecipient receives any payment:

a. Subrecipient has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Subrecipient. After Subrecipient's execution and delivery and upon Commerce's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Subrecipient, enforceable against Subrecipient in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Subrecipient's execution and delivery of this Agreement and Subrecipient's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Subrecipient's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Subrecipient's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Subrecipient has not been convicted of a "public entity crime" (as such term is defined in section 287.133, F.S.) nor has Subrecipient been placed on the "discriminatory vendor list" (as such term is defined in section 287.134, F.S.). None of Subrecipient's elected or appointed officers, agents, employees, or

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other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money, or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Subrecipient or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Subrecipient, threatened by or against Subrecipient or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Subrecipient, the Project, or Subrecipient's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending.

d. Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Subrecipient expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Subrecipient to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. RECORDS AND INFORMATION RELEASE.

a. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Subrecipient submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Subrecipient in connection with this Agreement. Subrecipient shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one business day after receipt of such request. Subrecipient shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Subrecipient. As applicable, Subrecipient shall comply with section 501.171, F.S. Commerce may terminate this Agreement if Subrecipient fails to comply with Florida's public records laws. Subrecipient shall allow public access to all records made or received by Subrecipient in connection with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution or section 119.07(1), F.S.

b. **Identification of Records.** Subrecipient shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Subrecipient's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response

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to Subrecipient's assertion of confidentiality is challenged in any court of law, Subrecipient shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

c. Keeping and Providing Records. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Subrecipient has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Subrecipients use of Award Funds, and Subrecipient shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Subrecipient shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds through the end of the Federal Interest period, December 31, 2034. For avoidance of doubt, Subrecipient's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Subrecipient shall transfer, at no cost, to Commerce all public records in possession of Subrecipient or keep and maintain public records required by Commerce to perform the service. If Subrecipient keeps and maintains public records upon completion of this Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

d. Reserved.

e. Ensure Compliance. Subrecipient shall ensure that any entity which is paid from, or for which Subrecipient's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

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

9. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non convenient, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES,

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THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. Subrecipient shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Subrecipient shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Subrecipient shall provide any type of information the Inspector General deems relevant to Subrecipient's integrity or responsibility, including Subrecipient's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Subrecipient shall retain such records through the end of the Federal Interest period, December 31, 2034.

c. Subrecipient shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Subrecipient's compliance with the terms of this or any other agreement between Subrecipient and the State which results in the suspension or debarment of Subrecipient. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Subrecipient shall not be responsible for any costs of investigations that do not result in Subrecipient's suspension or debarment. Subrecipient understands and will comply with the requirements of section 20.055(5), F.S., including but not necessarily limited to, the duty of Subrecipient and any of Subrecipient's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

d. Public Entity Crime: Subrecipient is aware of and understands the provisions of section 287.133(2)(a), F.S., pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Subrecipient, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two (\$35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list. Subrecipient shall disclose to Commerce if Subrecipient, or any of Subrecipient's affiliates, as defined in section 287.133(1)(a), F.S., is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

e. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

f. Disclosure of Sponsorship: As required by section 286.25, F.S., if Subrecipient is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any

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funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Subrecipient's name) and the State of Florida, Department of Commerce. This project is being supported, in whole or in part, by federal award number SLFRP0125 awarded to Florida by the U.S. Department of the Treasury." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce and Treasury statement" shall appear in the same size letters or type as the name of the organization.

g. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Subrecipient or Subrecipient's affiliates.

2) Vendors on Scrutinized Companies Lists: Subrecipient is aware of and understands the provisions of section 287.134(2)(a), F.S. As required by section 287.135(5), Subrecipient certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; and (4) engaged in business operations in Cuba or Syria.

a) Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement if Subrecipient submits a false certification as to the above, or if Subrecipient is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If Commerce determines that Subrecipient has submitted a false certification, Commerce will provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within 90 calendar days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce shall bring a civil action against Subrecipient. If Commerce's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Subrecipient, and Subrecipient will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of Commerce's determination of false certification by Subrecipient.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Subrecipient shall disclose to Commerce if it or any of its affiliates, as defined by section 287.134(1)(a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Subrecipient, supplier, Subrecipient, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Subrecipient who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.myflfamilies.com/services/abuse>, or via fax at 1-800-914-0004.

5) Funding Requirements of section 215.971(1), F.S.:

a) Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.

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b) Subrecipient shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Subrecipient.

c) Subrecipient shall refund to Commerce all funds paid more than the amount to which Subrecipient or its subcontractors are entitled under the terms and conditions of this Agreement.

10. RECOUPMENT OF FUNDS:

a. Subrecipient shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Subrecipient or an independent auditor discovers an overpayment, Subrecipient shall repay to Commerce such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Subrecipient in writing, and Subrecipient shall repay to Commerce each such overpayment no later than 30 calendar days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Subrecipient is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Subrecipient pursuant to the terms of this Agreement, Commerce has the right to recoup all resulting cost, monetary loss and/or funds owed to Commerce or the State of Florida, from monies owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State of Florida arises when no monies are owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity, Subrecipient shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State of Florida under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds Commerce provided under this Agreement.

c. **Reserved-**

d. Subrecipient shall comply with all applicable requirements of the Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." (2 CFR Part 200) The Subrecipient should also refer to the United States Treasury program guidance for the specific requirements of this program, as well as Exhibit C, MONITORING REQUIREMENTS, of this Agreement.

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e. Subrecipient shall retain all Subrecipient's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement through the end of the Federal Interest period, December 31, 2034. Upon Commerce's request, Subrecipient shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

f. Subrecipient shall include the aforementioned record keeping requirements in all approved subrecipient subcontracts and assignments.

g. Reserved.

h. Subrecipient shall (i) maintain all funds Subrecipient received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Subrecipient's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Subrecipient shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. Commerce may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>.

b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

i. Every public agency and its contractors, and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor, or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

c. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Subrecipient must disclose in a written statement to Commerce's Agreement Manager all on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings involving Subrecipient, and each subcontractor of Subrecipient, that Subrecipient reasonably is aware of and that may impact Subrecipient's performance under this Agreement (collectively "Proceedings"). Thereafter, Subrecipient has a continuing duty to promptly disclose all such Proceedings upon occurrence.

b. This duty of disclosure applies to Subrecipient's or Subrecipient's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities and may impact Subrecipient's performance under this Agreement. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

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c. Subrecipient shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Subrecipient's or Subrecipient's subcontractor's business. If the existence of such Proceeding causes the State concern about Subrecipient's ability or willingness to perform this Agreement, then upon Commerce's request, Subrecipient shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Subrecipient will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Subrecipient and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Subrecipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Any Subrecipient's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Subrecipient. Subrecipient need not seek prior written consent of Commerce for subcontracts issued hereunder if the subcontract requires the subcontractor to comply with the applicable terms and conditions of this Agreement and applicable state and federal law.

b. Subrecipient shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Subrecipient to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Subrecipient shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Subrecipient's obligations, Subrecipient remains responsible for all work performed and all expenses incurred in connection with this Agreement. Subrecipient, at Subrecipient's expense, shall defend Commerce against all Subrecipient's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Subrecipient shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Subrecipient shall furnish a copy of technical certification or other proof of qualification. All Subrecipient's employees, subcontractors, or agents performing work under this Agreement shall comply with all Commerce security and administrative requirements detailed herein. Commerce may conduct, and Subrecipient shall cooperate with all security background checks or other assessments of Subrecipient's employees, subcontractors, or agents. Commerce may refuse access to or require replacement of any of Subrecipient's employees, subcontractors, or agents for cause, including, but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements. Such refusal shall not relieve Subrecipient of its obligation to perform all work in compliance with this Agreement. For cause, Commerce may reject and bar any of Subrecipient's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Subrecipient and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Subrecipient in the State of Florida.

e. In accordance with section 287.0585, F.S., and unless otherwise agreed upon in writing between Subrecipient and subcontractor, Subrecipient shall pay each Subrecipient's subcontractor within seven working days of receiving Commerce's full or partial payments. Subrecipient's failure to comply with the

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immediately preceding sentence shall result in a penalty charged against Subrecipient and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Subrecipient shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7472 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

b. Subject to the terms of (c)(1)-(9), below, all nonexpendable property, purchased under this Agreement, shall be maintained in accordance with the provisions in Section 11 of Exhibit A, SCOPE OF WORK.

c. Title to all nonexpendable property vests in Subrecipient, subject to the condition that, for the duration of the Federal Interest Period (as defined in 2 C.F.R. Part 200) Subrecipient and any successors or transferees:

1) Must use the nonexpendable property for the authorized purposes of the project in the same manner as they use comparable real property and equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below,

2) Must continue to use the Multi-purpose Community Facility to enable work, education, and healthcare monitoring for a period of at least five (5) years following project completion at the standard initially agreed upon by Commerce and Subrecipient,

3) Must participate in federal programs that provide low-income consumers with subsidies on broadband internet access services,

4) Must comply with the requirements of section 200.310 (Insurance), which may be satisfied by adequate self-insurance,

5) Must comply with the use and management requirements for equipment in sections 200.313(c)(4) and 313(d), which may be satisfied by applying the Subrecipient's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest,

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6) Must maintain records of real property that includes, at minimum, identification information of the property and an indication of the applicable federal interest. Subrecipient shall annually report to Commerce on the status of such real property in accordance with 2 C.F.R. 200.330. Immediately upon discovery, Subrecipient shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss,

7) May, after obtaining written approval from Commerce, dispose of nonexpendable property in the ordinary course of business when no longer needed to operate the network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other nonexpendable property,

8) May, subject to written approval by Commerce, otherwise sell or transfer nonexpendable property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest, and

9) Must notify Commerce and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Subrecipient or its affiliates.

16. INSURANCE: During this Agreement, including the initial Agreement term, renewal(s), and extensions, Subrecipient, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Subrecipient, and failure to maintain such coverage may void this Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Subrecipient's insurance coverage when Subrecipient is unable to comply with Commerce's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Subrecipient shall not be interpreted as limiting Subrecipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Subrecipient shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date, Subrecipient shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Subrecipient shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. The insurance certificate must name Commerce as an additional insured and identify Commerce's Agreement Number. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

b. Commerce shall not pay for any insurance policy deductible. The payment of each such deductible shall be Subrecipient's sole responsibility. Subrecipient shall obtain the following types of insurance policies.

1) **Commercial General Liability Insurance:** Unless Subrecipient is a state agency or subdivision as defined by section 768.28(2), F.S., Subrecipient shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2) **Workers' Compensation and Employer's Liability Insurance:** Subrecipient, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with

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minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3) Other Insurance: During the term of this Agreement, Subrecipient shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

17. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

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

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

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

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

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

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

g. In the event of a breach of security concerning confidential personal information involved with this Agreement occurs, Subrecipient shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Subrecipient shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. For purposes

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of this Agreement, “breach of security” or “breach” means the unauthorized access of data in electronic form containing personal information, as defined in section 501.171(1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Subrecipient is not a breach, provided the information is not used for a purpose unrelated to Subrecipient’s obligations under this Agreement or is not subject to further unauthorized use.

18. WARRANTY OF ABILITY TO PERFORM: Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Subrecipient’s ability to satisfy its Agreement obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

19. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the Deliverables, as defined in Exhibit A, SCOPE OF WORK, developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Subrecipient or its employees, agents, or contractors to the creation of such Deliverables shall be considered works made for hire by Subrecipient for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such Deliverables may not be considered works made for hire for Commerce under applicable law, Subrecipient agrees, upon creation of such Deliverables, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration. For the avoidance of doubt, the provisions of this Section 19 shall not apply to any intellectual property of Subrecipient owned prior to the Effective Date or developed independent of the development or production of Deliverables under this Agreement.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Subrecipient shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Subrecipient shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with section 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university’s action taken to secure or exploit such trademarks, copyrights, or patents in accordance with section 1004.23(6), F.S.

20. INDEPENDENT CONTRACTOR STATUS: In Subrecipient’s performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Subrecipient shall perform its work and functions other than as provided herein.

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a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Subrecipient is a state agency, Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Subrecipient represent to others that, as Subrecipient, it has the authority to bind Commerce unless specifically authorized to do so.

c. Except where Subrecipient is a state agency, neither Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Subrecipient shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Subrecipient and agreed to by Commerce in Exhibit A, SCOPE OF WORK, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Subrecipient or its subcontractor or assignee.

f. Commerce shall not be responsible for withholding taxes with respect to Subrecipient's compensation hereunder. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Subrecipient shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

21. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Subrecipient shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

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

23. TIME IS OF THE ESSENCE: Time is of the essence regarding Subrecipient's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Subrecipient's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

24. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in

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accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder” and other words of similar import which refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

25. TERMINATION AND FORCE MAJEURE:

a. Termination due to Lack of Funds: In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Subrecipient. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing “lack of funds.” In the event of termination of this Agreement under this provision, Subrecipient will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce’s default under this Agreement.

b. Termination for Cause: Commerce may terminate the Agreement if Subrecipient fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term, condition, or warranty of the Agreement; or (4) abide by any applicable statutory, regulatory, or licensing requirement. Subrecipient shall be given 30 calendar days from the termination notification to cure any perceived defect to the satisfaction of Commerce. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Subrecipient shall not be entitled to recover any cancellation charges or lost profits.

c. Termination for Convenience: Commerce, by written notice to Subrecipient, may terminate this Agreement in whole or in part when Commerce determines in Commerce’s sole and absolute discretion that it is in Commerce’s interest to do so. Subrecipient shall not be reimbursed for performance of any deliverable pursuant to Exhibit A: SCOPE OF WORK after it receives the notice of termination, except as Commerce otherwise specifically instructs Subrecipient in writing, but may be paid for any work satisfactorily completed prior to notification of termination. Subrecipient shall not be entitled to recover any cancellation charges or lost profits.

d. Subrecipient’s Responsibilities Upon Termination: If Commerce issues a notice of termination to Subrecipient, except as Commerce otherwise specifies in that notice, Subrecipient shall: (1) Stop work under this Agreement on the date of and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate, if any; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Subrecipient and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Subrecipient shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Subrecipient shall not receive additional

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compensation for Subrecipient's services in connection with such transfers or assignments. This provision shall not be interpreted to entitle Commerce to ownership of Subrecipient's network.

e. Force Majeure and Notice of Delay from Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Subrecipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

26. DISPUTE RESOLUTION: Commerce shall decide disputes concerning the performance of this Agreement, and Commerce shall serve written notice of same to Subrecipient. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Subrecipient files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Subrecipient to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

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

a. Subrecipient shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors; provided, however, that Subrecipient shall not indemnify, defend, and hold harmless the State and Commerce,

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

b. Further, Subrecipient shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Subrecipient's products or Commerce's operation or use of Subrecipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Subrecipient's opinion is likely to become the subject of such a suit, Subrecipient may, at Subrecipient's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Subrecipient is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Subrecipient shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

c. Subrecipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Subrecipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Subrecipient's sole expense, and (3) assistance in defending the action at Subrecipient's sole expense. Subrecipient shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Subrecipient's prior written consent, which shall not be unreasonably withheld.

d. Subrecipient expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Subrecipient to Commerce for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

e. Subrecipient shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Subrecipient shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Commerce and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."

28. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Subrecipient under this Agreement

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up to any amounts due and owing to Commerce with respect to this Agreement. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

29. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

30. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement, including all exhibits to this Agreement, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement, including all exhibits to this Agreement, supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 22, MODIFICATION, hereinabove allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Subrecipient and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If there are conflicting provisions between the documents that make up this Agreement, the order of precedence for the documents is as follows:

1. Agreement
2. Exhibit A, Scope of Work
3. Exhibit B, Capital Projects Fund Requirements for Contract Terms and Conditions
4. Exhibit C, Monitoring Requirements
5. Exhibit D, Notice of Completion and Engineer's Certification of Compliance

31. AUTHORITY OF SUBRECIPIENT'S SIGNATORY: Upon execution, Subrecipient shall return the executed copies of this Agreement in accordance with the instructions Commerce provided along with documentation confirming and certifying that the below signatory has authority to bind Subrecipient to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Subrecipient's attorney, Subrecipient's Certificate of Status, Subrecipient's resolutions specifically authorizing the below signatory to execute this Agreement, Subrecipient's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. Commerce may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Subrecipient to this Agreement.

32. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

33. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business

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day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Subrecipient’s Payee:

Subrecipient’s Agreement Manager:

City of Pensacola	Kevin Boyer
222 West Main Street	222 West Main Street
Pensacola, Florida 32502	Pensacola, Florida 32502
850-435-1822	850-435-1822
kboyer@cityofpensacola.com	kboyer@cityofpensacola.com

Commerce’s Agreement Manager:

Aaron Allen
107 East Madison Street
Tallahassee, Florida 32399
850-717-8481
Aaron.Allen@Commerce.FL.Gov

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and, in the exhibits, attached hereto and incorporated herein, the Parties' duly authorized officials sign this Agreement.

**FLORIDA DEPARTMENT OF
COMMERCE**

By _____
Signature
J. Alex Kelly

Title **Secretary**

Date _____

CITY OF PENSACOLA

By _____
Signature
D.C. Reeves

Title **Mayor**

Date _____

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

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

By: _____

Approved Date: _____

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**Exhibit A
SCOPE OF WORK**

1. CAPITAL PROJECTS FUND: Section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, established the Capital Projects Fund (“CPF”) to allow for investment constructing and/or rehabilitating Multi-purpose Community Facilities which jointly and directly enable work, education, and health monitoring. Awardees must commit that buildings constructed or rehabilitated through the use of Capital Projects Fund continue to provide activities that enable work, education and health monitoring activities for a minimum of five (5) years following completion of the project.

2. PROJECT DESCRIPTION: Through the competitive selection process, City of Pensacola (“Subrecipient”), application number BA-000713 has been selected to receive CPF funds. The Subrecipient will use its CPF funds (\$4,000,000.00) to construct/rehabilitate a publicly accessible Multi-purpose Community Facility which jointly and directly enable work, education, and health monitoring activities.

3. SUBRECIPIENT RESPONSIBILITIES: The Subrecipient shall timely perform the Deliverables and Tasks described in Exhibit A, Scope of Work, herein, and in doing so, the Subrecipient shall comply with all the terms and conditions of this Agreement. Any advertisements, media coverage or notices regarding this project must contain the following statement: “This project is being supported, in whole or in part, by federal award number **CPFFN0205** awarded to the State of Florida by the U.S. Department of the Treasury.” Funding from this agreement cannot be used to serve locations already served by another Internet Service Provider.

4. COMMERCE’S RESPONSIBILITIES: Commerce shall receive and review the Project Deliverables and, upon Commerce acceptance of the Deliverables and receipt of Subrecipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.

5. DELIVERABLES/PAYMENTS: Following execution of the grant Agreement, the Subrecipient will request reimbursement at 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100% completion for eligible expenses incurred under this agreement, up to the maximum award amount of \$4,000,000.00. Eligible expenses encumbered and/or obligated prior to December 31, 2026 will be reimbursed by Commerce, per program guidelines.

The following activities/expenditures in relation to the broadband infrastructure project and deliverables are eligible for payment under the Capital Projects Fund:

A. Deliverable 1

1. Program Implementation

- a. Project administration directly related to the award’s grant activities (compliance, reporting, purchasing, finance, procurement, invoicing, closeout)
- b. Indirect Costs directly related to the administration of this award. Indirect costs must comply with the Negotiated Indirect Cost Rate Agreement (NICRA) approved by Federal Cognizant Authority. If no NICRA exists, the de minimum rate of 10% may be used in accordance with 2 CFR 200.414.

B. Deliverable 2

1. Engineering Services

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- a. Full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, structural assessment and design, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes, building codes, and any other State or Federal rule, code, law, or standard as may be applicable.
- b. Copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
- c. Conduct an Environmental Review/Assessment in accordance with Commerce Policies and the National Environmental Policy Act and carry out any mitigation measures required as a result to the Environmental Review findings.

C. Deliverable 3

1. Construction

- a. Site preparation, demolition, and/or mobilization
- b. All costs associated with materials and labor essential to completing construction and renovation activities including, but not limited to, required components such as private telehealth/health-conferencing rooms for public use and a public-use computer lab to facilitate access to career services for those seeking to enter/re-enter the job market. Access to such services in these spaces will be free of charge for the duration of the period of performance of the MPCF grant project.
- c. Purchase of materials and installation of tech-related fixtures, devices, equipment, and supplies for the project.
- d. Purchase of materials and installation of non-device equipment, fixtures, and supplies for the project.
- e. All inspection costs.

Deliverable No. 1: Program Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete Project Implementation activities as identified in Section 5.A of this Scope of Work.	Subrecipient may request reimbursement in accordance with the Scope of Work as evidenced by submission of the following: 1. Invoice package in accordance with the Scope of Work noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 1 Cost Not to Exceed: \$110,000.00		

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Deliverable No. 2: Engineering Services		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete Project Implementation activities as identified in Section 5.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of deliverable 2 as evidenced by submission of the following: 1. Engineering design, working drawings and associated cost estimates, if applicable. 2. Copies of all required permits, if applicable. 3. Copy of Environmental Review/Assessment; and 4. Invoice package in accordance with the Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 2 Cost Not to Exceed: \$140,500.00		

Deliverable No. 3: Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete Project Implementation activities as identified in Section 5.C of this Scope of Work.	Subrecipient may request reimbursement upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100% completion of the deliverable as evidenced by submission of the following: 1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying the percentage of project completion; 2. Photographs of the project in progress; and 3. Invoice package in accordance with the Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 3 Cost Not to Exceed: \$3,749,500.00		
TOTAL PROJECT COST NOT TO EXCEED: \$4,000,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 25% of each deliverable total funding amount. Changes that exceed 25% of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. REPORTING:

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- a. Monthly: Subrecipient shall report the information identified below through the Subrecipient Enterprise Resource Application (SERA), monthly, all progress relating to the tasks identified in Section 5, Scope of Work. Monthly reports are due to Commerce no later than 10 calendar days after the end of each month of the program year and shall be sent each month until submission of the close-out report. Reporting items are:
 - 1) Completion of any tasks and/or deliverables completed during the reporting period
 - 2) Percentage of project completion
 - 3) Any identified impediments to on-time project completion
 - b. Minority and Service-Disabled Veteran Business Enterprise Report: Subrecipient shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Subrecipient shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7472 to answer concerns and questions.
 - c. Close-out Report: No later than 60 calendar days after project completion, or after this Agreement is terminated, Subrecipient shall provide copies of all remaining invoices, submit documentation of completed work and submit a final monthly report in accordance with this section.
- 7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Subrecipient in accordance with the schedule and in the amount identified per milestone in Section 5 table above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of section 215.971(1), F.S., Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for payment, costs must be in compliance with laws, rules, and regulations applicable to expenditures of Federal and State funds, including, but not limited to, 2 C.F.R. Part 200 as relaxed under Treasury Guidance of May 17, 2023, and the Reference Guide for State Expenditures.
- a. Subrecipient shall provide invoices in accordance with the Deliverables table above in Section 5 for all services rendered during the applicable period of time.
 - b. The following documents shall be submitted with the itemized invoice:
 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
 4. Photographs of the project in progress and completed work.
 5. A copy of all supporting documentation for vendor payments.
 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
 - c. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
 - d. All documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Reporting Application (SERA) and retained by the Subrecipient through the end of the Federal Interest period, December 31, 2034, for Commerce's review. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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- e. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in the Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), that is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
- 8. NOTIFICATION OF INSTANCES OF FRAUD:** Upon discovery, Subrecipient shall report all known or suspected instances of Subrecipient, or Subrecipient's agents, contractors, or employees, operational fraud, or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.
- 9. Reserved.**
- 10. NON-DISCRIMINATION:** Subrecipient shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Subrecipient shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.
- 11. OWNERSHIP AND DISPOSITION OF PROJECT PROPERTY:**
 - a. "Disposition" as used herein, shall include, but is not limited to, Subrecipient no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property.
 - b. "Nonexpendable property" (also: Agreement Property) means tangible property having a useful life of more than one year and an acquisition cost of \$5,000 or greater per unit.
 - c. The Federal Interest Period lasts until December 31, 2034. Title to Agreement Property acquired or improved under the award, vests in the Subrecipient, subject to the condition that, for the duration of the Federal Interest Period, the Subrecipient:
 - 1) Must use the Agreement Property for the authorized purpose(s) of the project in the same manner as comparable real property and equipment within their networks in the ordinary course of business, subject to the rights of disposition noted below.
 - 2) Must continue to provide internet service to the service areas and at the standard initially agreed upon by Commerce and Subrecipient.
 - 3) Must participate in federal programs that provide low-income consumers with subsidies on broadband internet access services, as required under Section 3 of this Agreement.
 - 4) Must comply with the requirements of section 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance.
 - 5) Must comply with the use and management requirements for equipment in sections 2 CFR 200.313(c)(4) and 313(d) as amended by Treasury Guidance of May 17, 2023 which may be satisfied by applying the Subrecipient's commercial practices for meeting such requirements in the normal course of business (*e.g.*, commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;
 - 6) Must maintain records of real property that include an indication of the applicable federal interest.

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- 7) May dispose of Agreement Property in the ordinary course of business when no longer needed to operate the network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Agreement Property.
 - 8) May otherwise sell or transfer Agreement Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and acknowledgement of the successor or transferee of the federal property interest; and
 - 9) Must notify the Office and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Subrecipient or any affiliates.
- d. Pursuant to 2 C.F.R. 200.316, for the duration of the Federal Interest Period, the Subrecipient must hold Agreement Property in trust for the beneficiaries of this broadband infrastructure project.
 - e. Subrecipient shall provide advance written notification to Commerce, if during the Federal Interest Period, Subrecipient proposes to take any action that will impact Subrecipient's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, then the Subrecipient must follow the applicable disposition procedures as outlined within the [SLFRF and CPF supplementary Broadband Guidance](#). **This first requires obtaining disposition instructions from Commerce prior to disposal.** Commerce will provide disposal instructions in alignment with the requirements under Treasury and Uniform Guidance.
 - f. The provisions of this Section 11 shall expire upon termination of the Federal Interest Period, upon which time Subrecipient shall retain title to all Agreement Property acquired or improved with the Agreement's funds.

End of Exhibit A (SCOPE OF WORK)

Exhibit B

**State Fiscal Recovery Fund Requirements
For Contract Terms and Conditions**

1. Subrecipient agrees to comply with the requirements of section 602 of the Social Security Act (the Act), regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
2. Costs must be reasonable and allocable as outlined in 2 C.F.R. 200.404 and 2 C.F.R. 200.405.
3. Maintenance of and access to records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient to conduct audits or other investigations.
4. Records shall be maintained by Subrecipient through the end of the Federal Interest Period, December 31, 2034. Pre-Award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
5. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
6. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The following 2 C.F.R. Policy requirements do not apply to the SFRF program (in addition to any other provisions detailed as inapplicable under the Department of Treasury Guidance dated May 17, 2023, including any changes or amendments thereto, to for-profit subrecipients receiving fixed amount subawards):
 - 2 C.F.R. Part 200, Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards
 - 2 C.F.R. § 200.204 (Notices of Funding Opportunities);
 - 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal);
 - 2 C.F.R. § 200.210 (Pre-Award costs); and
 - 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a federal award).
 - 2 C.F.R. Part 200, Subpart D, Post Federal, Award Requirements
 - 2 C.F.R. § 200.305 (b)(8) and (9) (Federal Payment);
 - 2 C.F.R. § 200.307 (Program Income)
 - 2 C.F.R. § 200.308 (revision of budget or program plan);
 - 2 C.F.R. § 200.309 (modifications to period of performance); and
 - 2 C.F.R. 200, Subpart D, Property Standards (except as otherwise provided in the Agreement)
 - 2 C.F.R. 200, Subpart D, Procurement Standards
 - 2 C.F.R. Part 200, Subpart E, Cost Principles
 - Notwithstanding 2 C.F.R. 200.404 and 2 C.F.R. 200.405, 2 C.F.R. Part 200, Subpart E, Cost Principles
7. Single Audit Act requirements – 2 C.F.R. 200, Subpart F – Audit Requirements of the Uniform Guidance
 - For-profit subrecipients not subject to Subpart F will undergo Pre- and Post-Award risk assessments, monitoring throughout the project, and post-award closeout process. (See Treasury Guidance of May 17, 2023).

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8. All contracts more than \$100,000 with respect to capital expenditures or infrastructure (i.e., EC 5) that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards.
9. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 (Appendix A).
10. SAM.gov Requirements – All eligible subrecipients are required to have an active registration with the System for Award Management (“SAM”) (<https://www.sam.gov>) pursuant to 2 C.F.R. Part 25.
11. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
12. New Restrictions on Lobbying, 31 C.F.R. Part 21.
13. Subrecipient Integrity and Performance Matters, 2 C.F.R. Part 200, Appendix XII to Part 200.
14. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
15. Statutes and regulations prohibiting discrimination applicable to this award, without limitation, include:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin.
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination based on disability under any program or activity.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities.
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services.
16. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0125 awarded to the State of Florida by the U.S. Department of the Treasury.”
17. Hatch Act. (5 U.S.C. 1501-1508 and 7324-7328), as applicable, limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
18. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
19. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress.
 - ii. An Inspector General.
 - iii. The Government Accountability Office.
 - iv. A Treasury employee responsible for contract or grant oversight or management.
 - v. An authorized official of the Department of Justice or other law enforcement agency.
 - vi. A court or grand jury; or vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 20. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 21. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 22. Subrecipient must ensure that every contract includes the applicable contract clauses required by 2 C.F.R. section 200.327 (Appendix II to Part 200). *See Attachment 1.*

The remainder of this page has been intentionally left blank.

Attachment 1 to Exhibit B

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council

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(Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts more than \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Labor. For projects with a total cost greater than \$10 million including all funding:

1. The subrecipient may provide a certification that all laborers and mechanics employed by the contractors and subcontractors working on this project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). If such certification is not provided, the subrecipient must provide a project employment and local impact report detailing:

- a. The number of contractors and sub-contractors working on the project.
- b. The number of employees on the project hired directly and hired through third party.
- c. The wages and benefits of workers on the project by classification; and
- d. Whether those wages are at the rates less than those prevailing.

Recipients must maintain sufficient records to substantiate this information upon request.

2. The subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the subrecipient does not provide such certification, the subrecipient must provide a project workforce continuity plan, detailing:

- a. How the subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training.
- b. How the subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project.
- c. How the subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
- d. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
- e. Whether the project has completed a project labor agreement.
- f. Whether the project prioritizes local hires.
- g. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or

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dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. *(Note: see #8 for related new restrictions on lobbying under 31 C.F.R. Part 21.)*

(J) See § 200.323. (Procurement of recovered materials - EPA guidelines)

(K) See § 200.216. (Prohibitions on the use of federal financial assistance to procure or obtain certain telecommunications and video surveillance services or equipment provided or produced by designated entities, including certain entities owned or controlled by the People’s Republic of China.) (NDAA)

(Note: In addition, 2 C.F.R. 200.471 provides that certain telecommunications and video surveillance costs associated with 2 CFR 200.216 are unallowable.)

(L) See § 200.322. (Domestic preferences for procurements) – encourage Federal award recipients, to the extent permitted by law, to maximize the use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards following the Executive Order Buy American and Hire American.)

Exhibit C**MONITORING REQUIREMENTS**

The administration of resources awarded by Commerce to the Subrecipient (herein otherwise referred to as (“Subrecipient”) may be subject to audits and/or monitoring by Commerce as described below:

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MONITORING. Monitoring procedures will be performed on a continuous basis, and will occur, at a minimum, in conjunction with the project completion milestones addressed within Section 5 of Exhibit A. Procedures may include, but not be limited to, programmatic walkthroughs, on-site visits by Commerce staff and/or contracted personnel, limited scope audits as defined by 2 C.F.R. §200.425, post payment compliance reviews, or other procedures. By entering into this agreement, the Subrecipient agrees to comply and cooperate in a timely manner with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

As previously stated in Exhibit B, for-profit subrecipients will undergo risk assessments, as well as post-award monitoring throughout the project, and post-award closeout process. (See [Treasury Guidance of May 17, 2023](#)). These efforts will be coordinated through Commerce and may include desk reviews, site visits, requests for documentation and walkthroughs, as well as other measure to evaluate compliance with the program requirements and federal and state rules.

FUNDING RESOURCES: FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	U.S. Treasury
Catalog of Federal Domestic Assistance Title	Coronavirus Capital Projects Fund
Catalog of Federal Domestic Assistance Number	21.029
Award Amount	\$4,000,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through Commerce's Subrecipient Enterprise Resource Application ("SERA"). Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.

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Exhibit D

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

Commerce Agreement No.: BB207

CAPITAL PROJECTS FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF COMMERCE
and

PROJECT DESCRIPTION:

Commerce Agreement
No. _____

In accordance with the Terms and Conditions of the Broadband Opportunity Program Agreement, the undersigned provides notification that the work authorized by this Agreement is _____% complete as of _____, 20_____.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Capital Projects Fund Agreement, the undersigned certifies that all work which originally required certification by an independent Engineer has been completed in compliance with the Project construction plans and specifications.

By: _____

SEAL:

Name: _____

Date: _____

Exhibit E

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

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Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Commerce (Commerce)? ☐ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did the Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and Commerce? ☐ Yes ☐ No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did the Subrecipient expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.	
By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

**RESOLUTION
NO. 2024-78**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	57,578,361
Amended		
To Read:	Federal Grants	61,578,361
As Reads	Capital Outlay	49,649,756
Amended		
To Read:	Capital Outlay	53,649,756

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

OCTOBER 2024 - SUPPLEMENTAL BUDGET RESOLUTION -FL COMMERCE-GRANT NO BB207 - INFRAST. MULTI -PURPOSE CMTY FACILITY - FRICKER RES.
CNTR - RES NO. 2024-78

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	4,000,000	Increase appropriation for Federal Grants - FL Com Grant - Infrast. Multi Purpose Cnty Facility - Fricker
Total Revenues	<u>4,000,000</u>	
Appropriations		
Capital Outlay	4,000,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>4,000,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-917

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-78 - GRANT AGREEMENT NO. BB207
– FRICKER RESOURCE CENTER REHABILITATION PROJECT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2024-78.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola has been awarded \$4,000,000 to construct and rehabilitate the Fricker Resource Center to enable work, education, and health monitoring activities. These funds will be used to add such resources as new state of the art tech-related equipment including information kiosks, video conferencing hardware, managed printing/scanning solutions, and export consoles for community use.

Additionally, these funds will be used to construct a senior center that enables on-site health education and outreach in partnership with Baptist Health Care. This project will also work toward renovating existing kitchens, playgrounds, entryways, libraries, and restrooms to meet the needs of the community, including those of ADA compliance, emergency response, and after-school and summer resource programs.

This project will be conducted in tandem with the already-awarded Fricker Resource Center CDBG-DR Infrastructure Repair Grant project.

PRIOR ACTION:

January 18, 2024- City Council approved a grant award of \$5.5 million dollars awarded from Florida Commerce to make necessary repairs and other redesign improvements including, but

not limited to, hazard mitigation to the Fricker Resource Center.

FUNDING:

Budget \$4,000,000 Florida Commerce Multi-Purpose Community Facility Grant

Actual \$110,000 Project Administration
 \$140,500 Engineering, Planning, and Design
 \$3,749,500 Construction
 \$4,000,000

FINANCIAL IMPACT:

This project will be fully funded by grant funding. Adoption of the Supplemental Budget Resolution will appropriate the grant funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/26/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Russell Sweatt, Facilities Director
William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2024-78
2. Supplemental Budget Explanation No. 2024-78
3. BB207 Draft Agreement - DSR

PRESENTATION: No

**RESOLUTION
NO. 2024-78**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	57,578,361
Amended		
To Read:	Federal Grants	61,578,361
As Reads	Capital Outlay	49,649,756
Amended		
To Read:	Capital Outlay	53,649,756

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

OCTOBER 2024 - SUPPLEMENTAL BUDGET RESOLUTION -FL COMMERCE-GRANT NO BB207 - INFRAST. MULTI -PURPOSE CMTY FACILITY - FRICKER RES.
CNTR - RES NO. 2024-78

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	4,000,000	Increase appropriation for Federal Grants - FL Com Grant - Infrast. Multi Purpose Cnty Facility - Fricker
Total Revenues	<u>4,000,000</u>	
Appropriations		
Capital Outlay	4,000,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>4,000,000</u>	

**FLORIDA CAPITAL PROJECTS FUND GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS FLORIDA CAPITAL PROJECTS FUND PROGRAM GRANT AGREEMENT (this “Agreement”) is made and entered into by and between the State of Florida, Department of Commerce, and the City of Pensacola (“Subrecipient”). The Florida Department of Commerce and Subrecipient are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law 117-2 American Rescue Plan Act of 2021 (“ARPA”), Section 604 of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021, the U.S. Department of the Treasury (hereinafter referred to as “Treasury”) has awarded Capital Projects Fund (“CPF”) funds to the State of Florida (Federal Award Identification Number CPFFN0205, Assistance Listing Number 21.029) for support in responding to the economic and public health impacts of the pandemic to contain impacts on their communities, residents, and businesses, and consistent with the Appropriations Act;

WHEREAS, pursuant to section 187 of the Florida 2023-2024 General Appropriations Act, the Florida Legislature reappropriated nonrecurring funds to the Florida Department of Commerce for the Capital Projects Fund authorized under section 165 of Chapter 2022-156, Laws of Florida, to award grants for the expansion of broadband internet service to unserved and underserved areas of the state;

WHEREAS, on July 1, 2023, the Department of Economic Opportunity was renamed to the Florida Department of Commerce (hereinafter referred to as “Commerce”)

WHEREAS, the Office of Broadband within Commerce accepted applications for proposed projects to construct/rehabilitate Multi-purpose Community Facilities to enable work, education, and health monitoring in a manner consistent with the provisions provided in the American Rescue Plan Act of 2021, Capital Projects Fund;

WHEREAS, Subrecipient is an eligible applicant that submitted an application for CPF funding for a proposed Multi-purpose Community Facility project and was awarded funding;

WHEREAS, based on Subrecipient’s submitted project proposal and any amendments and attachments thereto (collectively, the “Project”), Commerce has determined that the Project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement, is necessary for the construction and /or rehabilitation of a Multi-purpose Community Facility which directly enables work, education and health monitoring.

WHEREAS funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of Florida’s Federal award.

WHEREAS, the following Exhibits and Attachments are attached hereto and incorporated herein as an integral part of this Agreement:

- Exhibit A: Scope of Work
- Exhibit B: Capital Projects Fund Requirements for Contract Terms and Conditions
 - Attachment 1 to Exhibit B: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Commerce Agreement No.: BB207

- Exhibit C: Monitoring Requirements
- ⊖ Exhibit D: Notice of Completion and Engineer's Certificate of Compliance
- ⊖ Exhibit E: Audit Requirements

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

AGREEMENT

The foregoing whereas clauses are hereby incorporated into this Agreement and made a part hereof.

1. TERM. This Agreement is effective as of the date on which Commerce provides a Notice to Proceed letter following approval of the project Scope of Work (the "Effective Date") and shall continue until the Expiration Date. The Expiration Date is the earlier to occur of: (a) December 31, 2026, unless an extension of the time period is requested by Subrecipient and granted in writing by Commerce prior to the expiration of this Agreement; or (b) the date on which this Agreement is terminated pursuant to Section 25. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Commerce determines that Subrecipient has fully satisfied its obligations prior to December 31, 2026, or other duly extended date, then the "Expiration Date" shall be the date of such determination.

2. TYPE OF AGREEMENT: This Agreement is a Reimbursement agreement.

3. FUNDING: The total amount of awarded funds under this agreement shall not exceed the total amount of **Four Million Dollars and Zero Cents (\$4,000,000.00)**. Travel expenses are not authorized under this Agreement. Commerce shall not pay Subrecipient's costs related to this Agreement incurred outside of the Agreement Period. In accordance with section 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Subrecipient shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Subrecipient instituted or in which Subrecipient has joined as a claimant. Subrecipient shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Subrecipient's business records and accounting system that the Award Funds originated from this Agreement. Subrecipient shall not commingle Award Funds with any other funds. Subrecipient's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

4. PAYMENTS TO SUBRECIPIENT:

a. Subrecipient shall submit invoices in support of allowable expenditures for the project at the milestone/task completion identified in Exhibit A, SCOPE OF WORK, through Commerce's Subrecipient Enterprise Resource Application (SERA). All invoices must comply with the requirements of the State of Florida Reference Guide for State Expenditures and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become

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due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Subrecipient's name, address, federal employer identification number or other applicable Subrecipient identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Subrecipient that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. Payment shall be made in accordance with section 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Subrecipient due to preparation errors will result in a delay of payment. Commerce is responsible for all payments under this Agreement.

c. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: <https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>.

d. **VENDOR OMBUDSMAN:** In accordance with section 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **FINAL INVOICE:** Subrecipient shall submit the final invoice for payment to Commerce no later than 60 calendar days after completion of the project, Agreement end date or is terminated, whichever is earlier. If Subrecipient fails to do so, Commerce, in its sole and absolute discretion, may refuse to honor any requests submitted after this time and may consider Subrecipient to have forfeited any and all rights to payment under this Agreement.

6. SPECIFIC AGREEMENT REQUIREMENTS:

a. Subrecipient shall submit invoices for each milestone/task completion as specified within Exhibit A – SCOPE OF WORK. Eligible activities are identified in Section 5 of the SCOPE OF WORK. Subrecipient must retain bills for fees and other compensation for services and expenses in detail sufficient for monitoring and a proper pre-audit and post-audit thereof through the end of the Federal Interest period, December 31, 2034.

b. Travel expenses are not authorized under this Agreement.

c. Commerce shall have the right to unilaterally cancel this Agreement for Subrecipient's refusal to allow public access to all documents, papers, letters, or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

d. Subrecipient shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. Commerce shall not pay Subrecipient until Commerce: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Subrecipient written notice of same.

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f. Subrecipient shall comply with all criteria stated in Exhibit A, SCOPE OF WORK.

g. This Agreement may not be renewed.

h. If Subrecipient fails to perform in accordance with this Agreement, Commerce shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR Part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

j. Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and the Subrecipient.

k. In addition to the submission requirements listed in Exhibit E, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open Capital Projects Fund subgrant.

l. Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

7. REPRESENTATIONS AND WARRANTIES. Subrecipient hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on which Subrecipient submits each request for payment under this Agreement, and the dates on which Subrecipient receives any payment:

a. Subrecipient has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Subrecipient. After Subrecipient's execution and delivery and upon Commerce's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Subrecipient, enforceable against Subrecipient in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Subrecipient's execution and delivery of this Agreement and Subrecipient's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Subrecipient's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Subrecipient's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Subrecipient has not been convicted of a "public entity crime" (as such term is defined in section 287.133, F.S.) nor has Subrecipient been placed on the "discriminatory vendor list" (as such term is defined in section 287.134, F.S.). None of Subrecipient's elected or appointed officers, agents, employees, or

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other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money, or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Subrecipient or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Subrecipient, threatened by or against Subrecipient or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Subrecipient, the Project, or Subrecipient's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending.

d. Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Subrecipient expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Subrecipient to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. RECORDS AND INFORMATION RELEASE.

a. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Subrecipient submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Subrecipient in connection with this Agreement. Subrecipient shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one business day after receipt of such request. Subrecipient shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Subrecipient. As applicable, Subrecipient shall comply with section 501.171, F.S. Commerce may terminate this Agreement if Subrecipient fails to comply with Florida's public records laws. Subrecipient shall allow public access to all records made or received by Subrecipient in connection with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution or section 119.07(1), F.S.

b. **Identification of Records.** Subrecipient shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Subrecipient's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response

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to Subrecipient's assertion of confidentiality is challenged in any court of law, Subrecipient shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

c. Keeping and Providing Records. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Subrecipient has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Subrecipients use of Award Funds, and Subrecipient shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Subrecipient shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds through the end of the Federal Interest period, December 31, 2034. For avoidance of doubt, Subrecipient's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Subrecipient shall transfer, at no cost, to Commerce all public records in possession of Subrecipient or keep and maintain public records required by Commerce to perform the service. If Subrecipient keeps and maintains public records upon completion of this Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

d. Reserved.

e. Ensure Compliance. Subrecipient shall ensure that any entity which is paid from, or for which Subrecipient's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

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

9. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non convenient, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES,

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THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. Subrecipient shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Subrecipient shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Subrecipient shall provide any type of information the Inspector General deems relevant to Subrecipient's integrity or responsibility, including Subrecipient's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Subrecipient shall retain such records through the end of the Federal Interest period, December 31, 2034.

c. Subrecipient shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Subrecipient's compliance with the terms of this or any other agreement between Subrecipient and the State which results in the suspension or debarment of Subrecipient. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Subrecipient shall not be responsible for any costs of investigations that do not result in Subrecipient's suspension or debarment. Subrecipient understands and will comply with the requirements of section 20.055(5), F.S., including but not necessarily limited to, the duty of Subrecipient and any of Subrecipient's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

d. Public Entity Crime: Subrecipient is aware of and understands the provisions of section 287.133(2)(a), F.S., pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Subrecipient, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two (\$35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list. Subrecipient shall disclose to Commerce if Subrecipient, or any of Subrecipient's affiliates, as defined in section 287.133(1)(a), F.S., is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

e. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

f. Disclosure of Sponsorship: As required by section 286.25, F.S., if Subrecipient is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any

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funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Subrecipient's name) and the State of Florida, Department of Commerce. This project is being supported, in whole or in part, by federal award number SLFRP0125 awarded to Florida by the U.S. Department of the Treasury." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce and Treasury statement" shall appear in the same size letters or type as the name of the organization.

g. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Subrecipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Subrecipient or Subrecipient's affiliates.

2) Vendors on Scrutinized Companies Lists: Subrecipient is aware of and understands the provisions of section 287.134(2)(a), F.S. As required by section 287.135(5), Subrecipient certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; and (4) engaged in business operations in Cuba or Syria.

a) Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement if Subrecipient submits a false certification as to the above, or if Subrecipient is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If Commerce determines that Subrecipient has submitted a false certification, Commerce will provide written notice to Subrecipient. Unless Subrecipient demonstrates in writing, within 90 calendar days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce shall bring a civil action against Subrecipient. If Commerce's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Subrecipient, and Subrecipient will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of Commerce's determination of false certification by Subrecipient.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Subrecipient shall disclose to Commerce if it or any of its affiliates, as defined by section 287.134(1)(a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Subrecipient, supplier, Subrecipient, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Subrecipient who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.myflfamilies.com/services/abuse>, or via fax at 1-800-914-0004.

5) Funding Requirements of section 215.971(1), F.S.:

a) Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.

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b) Subrecipient shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Subrecipient.

c) Subrecipient shall refund to Commerce all funds paid more than the amount to which Subrecipient or its subcontractors are entitled under the terms and conditions of this Agreement.

10. RECOUPMENT OF FUNDS:

a. Subrecipient shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Subrecipient or an independent auditor discovers an overpayment, Subrecipient shall repay to Commerce such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Subrecipient in writing, and Subrecipient shall repay to Commerce each such overpayment no later than 30 calendar days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Subrecipient is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Subrecipient pursuant to the terms of this Agreement, Commerce has the right to recoup all resulting cost, monetary loss and/or funds owed to Commerce or the State of Florida, from monies owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State of Florida arises when no monies are owed to Subrecipient under this Agreement or any other Agreement between Subrecipient and any State entity, Subrecipient shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State of Florida under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds Commerce provided under this Agreement.

c. **Reserved-**

d. Subrecipient shall comply with all applicable requirements of the Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." (2 CFR Part 200) The Subrecipient should also refer to the United States Treasury program guidance for the specific requirements of this program, as well as Exhibit C, MONITORING REQUIREMENTS, of this Agreement.

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e. Subrecipient shall retain all Subrecipient's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement through the end of the Federal Interest period, December 31, 2034. Upon Commerce's request, Subrecipient shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

f. Subrecipient shall include the aforementioned record keeping requirements in all approved subrecipient subcontracts and assignments.

g. **Reserved.**

h. Subrecipient shall (i) maintain all funds Subrecipient received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Subrecipient's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Subrecipient shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. Commerce may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>.

b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

i. Every public agency and its contractors, and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor, or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

c. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Subrecipient must disclose in a written statement to Commerce's Agreement Manager all on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings involving Subrecipient, and each subcontractor of Subrecipient, that Subrecipient reasonably is aware of and that may impact Subrecipient's performance under this Agreement (collectively "Proceedings"). Thereafter, Subrecipient has a continuing duty to promptly disclose all such Proceedings upon occurrence.

b. This duty of disclosure applies to Subrecipient's or Subrecipient's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities and may impact Subrecipient's performance under this Agreement. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

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c. Subrecipient shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Subrecipient's or Subrecipient's subcontractor's business. If the existence of such Proceeding causes the State concern about Subrecipient's ability or willingness to perform this Agreement, then upon Commerce's request, Subrecipient shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Subrecipient will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Subrecipient and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Subrecipient shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Any Subrecipient's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Subrecipient. Subrecipient need not seek prior written consent of Commerce for subcontracts issued hereunder if the subcontract requires the subcontractor to comply with the applicable terms and conditions of this Agreement and applicable state and federal law.

b. Subrecipient shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Subrecipient to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Subrecipient shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Subrecipient's obligations, Subrecipient remains responsible for all work performed and all expenses incurred in connection with this Agreement. Subrecipient, at Subrecipient's expense, shall defend Commerce against all Subrecipient's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Subrecipient shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Subrecipient shall furnish a copy of technical certification or other proof of qualification. All Subrecipient's employees, subcontractors, or agents performing work under this Agreement shall comply with all Commerce security and administrative requirements detailed herein. Commerce may conduct, and Subrecipient shall cooperate with all security background checks or other assessments of Subrecipient's employees, subcontractors, or agents. Commerce may refuse access to or require replacement of any of Subrecipient's employees, subcontractors, or agents for cause, including, but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements. Such refusal shall not relieve Subrecipient of its obligation to perform all work in compliance with this Agreement. For cause, Commerce may reject and bar any of Subrecipient's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Subrecipient and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Subrecipient in the State of Florida.

e. In accordance with section 287.0585, F.S., and unless otherwise agreed upon in writing between Subrecipient and subcontractor, Subrecipient shall pay each Subrecipient's subcontractor within seven working days of receiving Commerce's full or partial payments. Subrecipient's failure to comply with the

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immediately preceding sentence shall result in a penalty charged against Subrecipient and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Subrecipient shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7472 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

b. Subject to the terms of (c)(1)-(9), below, all nonexpendable property, purchased under this Agreement, shall be maintained in accordance with the provisions in Section 11 of Exhibit A, SCOPE OF WORK.

c. Title to all nonexpendable property vests in Subrecipient, subject to the condition that, for the duration of the Federal Interest Period (as defined in 2 C.F.R. Part 200) Subrecipient and any successors or transferees:

1) Must use the nonexpendable property for the authorized purposes of the project in the same manner as they use comparable real property and equipment within their networks in the ordinary course of their business, subject to the rights to disposition provided below,

2) Must continue to use the Multi-purpose Community Facility to enable work, education, and healthcare monitoring for a period of at least five (5) years following project completion at the standard initially agreed upon by Commerce and Subrecipient,

3) Must participate in federal programs that provide low-income consumers with subsidies on broadband internet access services,

4) Must comply with the requirements of section 200.310 (Insurance), which may be satisfied by adequate self-insurance,

5) Must comply with the use and management requirements for equipment in sections 200.313(c)(4) and 313(d), which may be satisfied by applying the Subrecipient's commercial practices for meeting such requirements in the normal course of business (e.g., commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest,

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6) Must maintain records of real property that includes, at minimum, identification information of the property and an indication of the applicable federal interest. Subrecipient shall annually report to Commerce on the status of such real property in accordance with 2 C.F.R. 200.330. Immediately upon discovery, Subrecipient shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss,

7) May, after obtaining written approval from Commerce, dispose of nonexpendable property in the ordinary course of business when no longer needed to operate the network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other nonexpendable property,

8) May, subject to written approval by Commerce, otherwise sell or transfer nonexpendable property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the federal property interest, and

9) Must notify Commerce and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Subrecipient or its affiliates.

16. INSURANCE: During this Agreement, including the initial Agreement term, renewal(s), and extensions, Subrecipient, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Subrecipient, and failure to maintain such coverage may void this Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Subrecipient's insurance coverage when Subrecipient is unable to comply with Commerce's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Subrecipient shall not be interpreted as limiting Subrecipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Subrecipient shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date, Subrecipient shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Subrecipient shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. The insurance certificate must name Commerce as an additional insured and identify Commerce's Agreement Number. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

b. Commerce shall not pay for any insurance policy deductible. The payment of each such deductible shall be Subrecipient's sole responsibility. Subrecipient shall obtain the following types of insurance policies.

1) **Commercial General Liability Insurance:** Unless Subrecipient is a state agency or subdivision as defined by section 768.28(2), F.S., Subrecipient shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2) **Workers' Compensation and Employer's Liability Insurance:** Subrecipient, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with

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minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3) Other Insurance: During the term of this Agreement, Subrecipient shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK.

17. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

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

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

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

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

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

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

g. In the event of a breach of security concerning confidential personal information involved with this Agreement occurs, Subrecipient shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Subrecipient shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. For purposes

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of this Agreement, “breach of security” or “breach” means the unauthorized access of data in electronic form containing personal information, as defined in section 501.171(1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Subrecipient is not a breach, provided the information is not used for a purpose unrelated to Subrecipient’s obligations under this Agreement or is not subject to further unauthorized use.

18. WARRANTY OF ABILITY TO PERFORM: Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Subrecipient’s ability to satisfy its Agreement obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

19. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the Deliverables, as defined in Exhibit A, SCOPE OF WORK, developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Subrecipient or its employees, agents, or contractors to the creation of such Deliverables shall be considered works made for hire by Subrecipient for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such Deliverables may not be considered works made for hire for Commerce under applicable law, Subrecipient agrees, upon creation of such Deliverables, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration. For the avoidance of doubt, the provisions of this Section 19 shall not apply to any intellectual property of Subrecipient owned prior to the Effective Date or developed independent of the development or production of Deliverables under this Agreement.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Subrecipient shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Subrecipient shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with section 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university’s action taken to secure or exploit such trademarks, copyrights, or patents in accordance with section 1004.23(6), F.S.

20. INDEPENDENT CONTRACTOR STATUS: In Subrecipient’s performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Subrecipient shall perform its work and functions other than as provided herein.

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a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Subrecipient is a state agency, Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Subrecipient represent to others that, as Subrecipient, it has the authority to bind Commerce unless specifically authorized to do so.

c. Except where Subrecipient is a state agency, neither Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Subrecipient shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Subrecipient and agreed to by Commerce in Exhibit A, SCOPE OF WORK, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Subrecipient or its subcontractor or assignee.

f. Commerce shall not be responsible for withholding taxes with respect to Subrecipient's compensation hereunder. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Subrecipient shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

21. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Subrecipient shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

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

23. TIME IS OF THE ESSENCE: Time is of the essence regarding Subrecipient's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Subrecipient's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

24. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in

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accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder” and other words of similar import which refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

25. TERMINATION AND FORCE MAJEURE:

a. Termination due to Lack of Funds: In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Subrecipient. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing “lack of funds.” In the event of termination of this Agreement under this provision, Subrecipient will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce’s default under this Agreement.

b. Termination for Cause: Commerce may terminate the Agreement if Subrecipient fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term, condition, or warranty of the Agreement; or (4) abide by any applicable statutory, regulatory, or licensing requirement. Subrecipient shall be given 30 calendar days from the termination notification to cure any perceived defect to the satisfaction of Commerce. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Subrecipient shall not be entitled to recover any cancellation charges or lost profits.

c. Termination for Convenience: Commerce, by written notice to Subrecipient, may terminate this Agreement in whole or in part when Commerce determines in Commerce’s sole and absolute discretion that it is in Commerce’s interest to do so. Subrecipient shall not be reimbursed for performance of any deliverable pursuant to Exhibit A: SCOPE OF WORK after it receives the notice of termination, except as Commerce otherwise specifically instructs Subrecipient in writing, but may be paid for any work satisfactorily completed prior to notification of termination. Subrecipient shall not be entitled to recover any cancellation charges or lost profits.

d. Subrecipient’s Responsibilities Upon Termination: If Commerce issues a notice of termination to Subrecipient, except as Commerce otherwise specifies in that notice, Subrecipient shall: (1) Stop work under this Agreement on the date of and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate, if any; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Subrecipient and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Subrecipient shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Subrecipient shall not receive additional

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compensation for Subrecipient's services in connection with such transfers or assignments. This provision shall not be interpreted to entitle Commerce to ownership of Subrecipient's network.

e. Force Majeure and Notice of Delay from Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Subrecipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

26. DISPUTE RESOLUTION: Commerce shall decide disputes concerning the performance of this Agreement, and Commerce shall serve written notice of same to Subrecipient. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Subrecipient files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Subrecipient to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

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

a. Subrecipient shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors; provided, however, that Subrecipient shall not indemnify, defend, and hold harmless the State and Commerce,

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

b. Further, Subrecipient shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Subrecipient's products or Commerce's operation or use of Subrecipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Subrecipient's opinion is likely to become the subject of such a suit, Subrecipient may, at Subrecipient's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Subrecipient is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Subrecipient shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

c. Subrecipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Subrecipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Subrecipient's sole expense, and (3) assistance in defending the action at Subrecipient's sole expense. Subrecipient shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Subrecipient's prior written consent, which shall not be unreasonably withheld.

d. Subrecipient expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Subrecipient to Commerce for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

e. Subrecipient shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Subrecipient shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Commerce and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."

28. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Subrecipient under this Agreement

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up to any amounts due and owing to Commerce with respect to this Agreement. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

29. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

30. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement, including all exhibits to this Agreement, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement, including all exhibits to this Agreement, supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 22, MODIFICATION, hereinabove allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Subrecipient and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If there are conflicting provisions between the documents that make up this Agreement, the order of precedence for the documents is as follows:

1. Agreement
2. Exhibit A, Scope of Work
3. Exhibit B, Capital Projects Fund Requirements for Contract Terms and Conditions
4. Exhibit C, Monitoring Requirements
5. Exhibit D, Notice of Completion and Engineer's Certification of Compliance

31. AUTHORITY OF SUBRECIPIENT'S SIGNATORY: Upon execution, Subrecipient shall return the executed copies of this Agreement in accordance with the instructions Commerce provided along with documentation confirming and certifying that the below signatory has authority to bind Subrecipient to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Subrecipient's attorney, Subrecipient's Certificate of Status, Subrecipient's resolutions specifically authorizing the below signatory to execute this Agreement, Subrecipient's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. Commerce may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Subrecipient to this Agreement.

32. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

33. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business

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day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Subrecipient’s Payee:

Subrecipient’s Agreement Manager:

City of Pensacola	Kevin Boyer
222 West Main Street	222 West Main Street
Pensacola, Florida 32502	Pensacola, Florida 32502
850-435-1822	850-435-1822
kboyer@cityofpensacola.com	kboyer@cityofpensacola.com

Commerce’s Agreement Manager:

Aaron Allen
107 East Madison Street
Tallahassee, Florida 32399
850-717-8481
Aaron.Allen@Commerce.FL.Gov

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and, in the exhibits, attached hereto and incorporated herein, the Parties' duly authorized officials sign this Agreement.

**FLORIDA DEPARTMENT OF
COMMERCE**

By _____
Signature
J. Alex Kelly

Title **Secretary**

Date _____

CITY OF PENSACOLA

By _____
Signature
D.C. Reeves

Title **Mayor**

Date _____

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

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

By: _____

Approved Date: _____

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**Exhibit A
SCOPE OF WORK**

1. CAPITAL PROJECTS FUND: Section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, established the Capital Projects Fund (“CPF”) to allow for investment constructing and/or rehabilitating Multi-purpose Community Facilities which jointly and directly enable work, education, and health monitoring. Awardees must commit that buildings constructed or rehabilitated through the use of Capital Projects Fund continue to provide activities that enable work, education and health monitoring activities for a minimum of five (5) years following completion of the project.

2. PROJECT DESCRIPTION: Through the competitive selection process, City of Pensacola (“Subrecipient”), application number BA-000713 has been selected to receive CPF funds. The Subrecipient will use its CPF funds (\$4,000,000.00) to construct/rehabilitate a publicly accessible Multi-purpose Community Facility which jointly and directly enable work, education, and health monitoring activities.

3. SUBRECIPIENT RESPONSIBILITIES: The Subrecipient shall timely perform the Deliverables and Tasks described in Exhibit A, Scope of Work, herein, and in doing so, the Subrecipient shall comply with all the terms and conditions of this Agreement. Any advertisements, media coverage or notices regarding this project must contain the following statement: “This project is being supported, in whole or in part, by federal award number **CPFFN0205** awarded to the State of Florida by the U.S. Department of the Treasury.” Funding from this agreement cannot be used to serve locations already served by another Internet Service Provider.

4. COMMERCE’S RESPONSIBILITIES: Commerce shall receive and review the Project Deliverables and, upon Commerce acceptance of the Deliverables and receipt of Subrecipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.

5. DELIVERABLES/PAYMENTS: Following execution of the grant Agreement, the Subrecipient will request reimbursement at 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100% completion for eligible expenses incurred under this agreement, up to the maximum award amount of \$4,000,000.00. Eligible expenses encumbered and/or obligated prior to December 31, 2026 will be reimbursed by Commerce, per program guidelines.

The following activities/expenditures in relation to the broadband infrastructure project and deliverables are eligible for payment under the Capital Projects Fund:

A. Deliverable 1

1. Program Implementation

- a. Project administration directly related to the award’s grant activities (compliance, reporting, purchasing, finance, procurement, invoicing, closeout)
- b. Indirect Costs directly related to the administration of this award. Indirect costs must comply with the Negotiated Indirect Cost Rate Agreement (NICRA) approved by Federal Cognizant Authority. If no NICRA exists, the de minimum rate of 10% may be used in accordance with 2 CFR 200.414.

B. Deliverable 2

1. Engineering Services

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- a. Full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, structural assessment and design, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes, building codes, and any other State or Federal rule, code, law, or standard as may be applicable.
- b. Copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
- c. Conduct an Environmental Review/Assessment in accordance with Commerce Policies and the National Environmental Policy Act and carry out any mitigation measures required as a result to the Environmental Review findings.

C. Deliverable 3

1. Construction

- a. Site preparation, demolition, and/or mobilization
- b. All costs associated with materials and labor essential to completing construction and renovation activities including, but not limited to, required components such as private telehealth/health-conferencing rooms for public use and a public-use computer lab to facilitate access to career services for those seeking to enter/re-enter the job market. Access to such services in these spaces will be free of charge for the duration of the period of performance of the MPCF grant project.
- c. Purchase of materials and installation of tech-related fixtures, devices, equipment, and supplies for the project.
- d. Purchase of materials and installation of non-device equipment, fixtures, and supplies for the project.
- e. All inspection costs.

Deliverable No. 1: Program Implementation		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete Project Implementation activities as identified in Section 5.A of this Scope of Work.	Subrecipient may request reimbursement in accordance with the Scope of Work as evidenced by submission of the following: 1. Invoice package in accordance with the Scope of Work noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 1 Cost Not to Exceed: \$110,000.00		

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Deliverable No. 2: Engineering Services		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete Project Implementation activities as identified in Section 5.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of deliverable 2 as evidenced by submission of the following: 1. Engineering design, working drawings and associated cost estimates, if applicable. 2. Copies of all required permits, if applicable. 3. Copy of Environmental Review/Assessment; and 4. Invoice package in accordance with the Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 2 Cost Not to Exceed: \$140,500.00		
Deliverable No. 3: Construction		
Tasks	Minimum Level of Service	Financial Consequences
Subrecipient shall complete Project Implementation activities as identified in Section 5.C of this Scope of Work.	Subrecipient may request reimbursement upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100% completion of the deliverable as evidenced by submission of the following: 1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying the percentage of project completion; 2. Photographs of the project in progress; and 3. Invoice package in accordance with the Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 3 Cost Not to Exceed: \$3,749,500.00		
TOTAL PROJECT COST NOT TO EXCEED: \$4,000,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 25% of each deliverable total funding amount. Changes that exceed 25% of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. REPORTING:

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- a. Monthly: Subrecipient shall report the information identified below through the Subrecipient Enterprise Resource Application (SERA), monthly, all progress relating to the tasks identified in Section 5, Scope of Work. Monthly reports are due to Commerce no later than 10 calendar days after the end of each month of the program year and shall be sent each month until submission of the close-out report. Reporting items are:
 - 1) Completion of any tasks and/or deliverables completed during the reporting period
 - 2) Percentage of project completion
 - 3) Any identified impediments to on-time project completion
 - b. Minority and Service-Disabled Veteran Business Enterprise Report: Subrecipient shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Subrecipient shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7472 to answer concerns and questions.
 - c. Close-out Report: No later than 60 calendar days after project completion, or after this Agreement is terminated, Subrecipient shall provide copies of all remaining invoices, submit documentation of completed work and submit a final monthly report in accordance with this section.
- 7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Subrecipient in accordance with the schedule and in the amount identified per milestone in Section 5 table above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of section 215.971(1), F.S., Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for payment, costs must be in compliance with laws, rules, and regulations applicable to expenditures of Federal and State funds, including, but not limited to, 2 C.F.R. Part 200 as relaxed under Treasury Guidance of May 17, 2023, and the Reference Guide for State Expenditures.
- a. Subrecipient shall provide invoices in accordance with the Deliverables table above in Section 5 for all services rendered during the applicable period of time.
 - b. The following documents shall be submitted with the itemized invoice:
 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
 4. Photographs of the project in progress and completed work.
 5. A copy of all supporting documentation for vendor payments.
 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
 - c. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
 - d. All documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Reporting Application (SERA) and retained by the Subrecipient through the end of the Federal Interest period, December 31, 2034, for Commerce's review. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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- e. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in the Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), that is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
- 8. NOTIFICATION OF INSTANCES OF FRAUD:** Upon discovery, Subrecipient shall report all known or suspected instances of Subrecipient, or Subrecipient's agents, contractors, or employees, operational fraud, or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.
- 9. Reserved.**
- 10. NON-DISCRIMINATION:** Subrecipient shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Subrecipient shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.
- 11. OWNERSHIP AND DISPOSITION OF PROJECT PROPERTY:**
 - a. "Disposition" as used herein, shall include, but is not limited to, Subrecipient no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property.
 - b. "Nonexpendable property" (also: Agreement Property) means tangible property having a useful life of more than one year and an acquisition cost of \$5,000 or greater per unit.
 - c. The Federal Interest Period lasts until December 31, 2034. Title to Agreement Property acquired or improved under the award, vests in the Subrecipient, subject to the condition that, for the duration of the Federal Interest Period, the Subrecipient:
 - 1) Must use the Agreement Property for the authorized purpose(s) of the project in the same manner as comparable real property and equipment within their networks in the ordinary course of business, subject to the rights of disposition noted below.
 - 2) Must continue to provide internet service to the service areas and at the standard initially agreed upon by Commerce and Subrecipient.
 - 3) Must participate in federal programs that provide low-income consumers with subsidies on broadband internet access services, as required under Section 3 of this Agreement.
 - 4) Must comply with the requirements of section 2 CFR 200.310 (Insurance), which may be satisfied by adequate self-insurance.
 - 5) Must comply with the use and management requirements for equipment in sections 2 CFR 200.313(c)(4) and 313(d) as amended by Treasury Guidance of May 17, 2023 which may be satisfied by applying the Subrecipient's commercial practices for meeting such requirements in the normal course of business (*e.g.*, commercial inventory controls, loss prevention procedures, etc.), provided that such inventory controls indicate the applicable federal interest;
 - 6) Must maintain records of real property that include an indication of the applicable federal interest.

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- 7) May dispose of Agreement Property in the ordinary course of business when no longer needed to operate the network, such as in order to upgrade equipment and improve facilities, provided that at least the same level of service provided by the network is maintained and there is no material interruption to service and that such upgraded property is subject to the same requirements provided in this guidance as other Agreement Property.
 - 8) May otherwise sell or transfer Agreement Property only after provision of notice to Treasury that identifies the successor or transferee and after securing the agreement of the successor or transferee to comply with these requirements and acknowledgement of the successor or transferee of the federal property interest; and
 - 9) Must notify the Office and Treasury upon the filing of a petition under the Bankruptcy Code, whether voluntary or involuntary, with respect to the Subrecipient or any affiliates.
- d. Pursuant to 2 C.F.R. 200.316, for the duration of the Federal Interest Period, the Subrecipient must hold Agreement Property in trust for the beneficiaries of this broadband infrastructure project.
 - e. Subrecipient shall provide advance written notification to Commerce, if during the Federal Interest Period, Subrecipient proposes to take any action that will impact Subrecipient's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, then the Subrecipient must follow the applicable disposition procedures as outlined within the [SLFRF and CPF supplementary Broadband Guidance](#). **This first requires obtaining disposition instructions from Commerce prior to disposal.** Commerce will provide disposal instructions in alignment with the requirements under Treasury and Uniform Guidance.
 - f. The provisions of this Section 11 shall expire upon termination of the Federal Interest Period, upon which time Subrecipient shall retain title to all Agreement Property acquired or improved with the Agreement's funds.

End of Exhibit A (SCOPE OF WORK)

Exhibit B

**State Fiscal Recovery Fund Requirements
For Contract Terms and Conditions**

1. Subrecipient agrees to comply with the requirements of section 602 of the Social Security Act (the Act), regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
2. Costs must be reasonable and allocable as outlined in 2 C.F.R. 200.404 and 2 C.F.R. 200.405.
3. Maintenance of and access to records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient to conduct audits or other investigations.
4. Records shall be maintained by Subrecipient through the end of the Federal Interest Period, December 31, 2034. Pre-Award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
5. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
6. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The following 2 C.F.R. Policy requirements do not apply to the SFRF program (in addition to any other provisions detailed as inapplicable under the Department of Treasury Guidance dated May 17, 2023, including any changes or amendments thereto, to for-profit subrecipients receiving fixed amount subawards):
 - 2 C.F.R. Part 200, Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards
 - 2 C.F.R. § 200.204 (Notices of Funding Opportunities);
 - 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal);
 - 2 C.F.R. § 200.210 (Pre-Award costs); and
 - 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a federal award).
 - 2 C.F.R. Part 200, Subpart D, Post Federal, Award Requirements
 - 2 C.F.R. § 200.305 (b)(8) and (9) (Federal Payment);
 - 2 C.F.R. § 200.307 (Program Income)
 - 2 C.F.R. § 200.308 (revision of budget or program plan);
 - 2 C.F.R. § 200.309 (modifications to period of performance); and
 - 2 C.F.R. 200, Subpart D, Property Standards (except as otherwise provided in the Agreement)
 - 2 C.F.R. 200, Subpart D, Procurement Standards
 - 2 C.F.R. Part 200, Subpart E, Cost Principles
 - Notwithstanding 2 C.F.R. 200.404 and 2 C.F.R. 200.405, 2 C.F.R. Part 200, Subpart E, Cost Principles
7. Single Audit Act requirements – 2 C.F.R. 200, Subpart F – Audit Requirements of the Uniform Guidance
 - For-profit subrecipients not subject to Subpart F will undergo Pre- and Post-Award risk assessments, monitoring throughout the project, and post-award closeout process. (See Treasury Guidance of May 17, 2023).

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8. All contracts more than \$100,000 with respect to capital expenditures or infrastructure (i.e., EC 5) that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards.
9. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 (Appendix A).
10. SAM.gov Requirements – All eligible subrecipients are required to have an active registration with the System for Award Management (“SAM”) (<https://www.sam.gov>) pursuant to 2 C.F.R. Part 25.
11. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
12. New Restrictions on Lobbying, 31 C.F.R. Part 21.
13. Subrecipient Integrity and Performance Matters, 2 C.F.R. Part 200, Appendix XII to Part 200.
14. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
15. Statutes and regulations prohibiting discrimination applicable to this award, without limitation, include:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin.
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination based on disability under any program or activity.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination based on age in programs or activities.
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services.
16. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0125 awarded to the State of Florida by the U.S. Department of the Treasury.”
17. Hatch Act. (5 U.S.C. 1501-1508 and 7324-7328), as applicable, limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
18. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
19. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress.
 - ii. An Inspector General.
 - iii. The Government Accountability Office.
 - iv. A Treasury employee responsible for contract or grant oversight or management.
 - v. An authorized official of the Department of Justice or other law enforcement agency.
 - vi. A court or grand jury; or vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 20. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 21. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 22. Subrecipient must ensure that every contract includes the applicable contract clauses required by 2 C.F.R. section 200.327 (Appendix II to Part 200). *See Attachment 1.*

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Attachment 1 to Exhibit B

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council

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(Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts more than \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Labor. For projects with a total cost greater than \$10 million including all funding:

1. The subrecipient may provide a certification that all laborers and mechanics employed by the contractors and subcontractors working on this project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). If such certification is not provided, the subrecipient must provide a project employment and local impact report detailing:

- a. The number of contractors and sub-contractors working on the project.
- b. The number of employees on the project hired directly and hired through third party.
- c. The wages and benefits of workers on the project by classification; and
- d. Whether those wages are at the rates less than those prevailing.

Recipients must maintain sufficient records to substantiate this information upon request.

2. The subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the subrecipient does not provide such certification, the subrecipient must provide a project workforce continuity plan, detailing:

- a. How the subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training.
- b. How the subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project.
- c. How the subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
- d. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
- e. Whether the project has completed a project labor agreement.
- f. Whether the project prioritizes local hires.
- g. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or

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dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. *(Note: see #8 for related new restrictions on lobbying under 31 C.F.R. Part 21.)*

(J) See § 200.323. (Procurement of recovered materials - EPA guidelines)

(K) See § 200.216. (Prohibitions on the use of federal financial assistance to procure or obtain certain telecommunications and video surveillance services or equipment provided or produced by designated entities, including certain entities owned or controlled by the People’s Republic of China.) (NDAA)

(Note: In addition, 2 C.F.R. 200.471 provides that certain telecommunications and video surveillance costs associated with 2 CFR 200.216 are unallowable.)

(L) See § 200.322. (Domestic preferences for procurements) – encourage Federal award recipients, to the extent permitted by law, to maximize the use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards following the Executive Order Buy American and Hire American.)

Exhibit C**MONITORING REQUIREMENTS**

The administration of resources awarded by Commerce to the Subrecipient (herein otherwise referred to as (“Subrecipient”) may be subject to audits and/or monitoring by Commerce as described below:

Commerce Agreement No.: BB207

MONITORING. Monitoring procedures will be performed on a continuous basis, and will occur, at a minimum, in conjunction with the project completion milestones addressed within Section 5 of Exhibit A. Procedures may include, but not be limited to, programmatic walkthroughs, on-site visits by Commerce staff and/or contracted personnel, limited scope audits as defined by 2 C.F.R. §200.425, post payment compliance reviews, or other procedures. By entering into this agreement, the Subrecipient agrees to comply and cooperate in a timely manner with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

As previously stated in Exhibit B, for-profit subrecipients will undergo risk assessments, as well as post-award monitoring throughout the project, and post-award closeout process. (See [Treasury Guidance of May 17, 2023](#)). These efforts will be coordinated through Commerce and may include desk reviews, site visits, requests for documentation and walkthroughs, as well as other measure to evaluate compliance with the program requirements and federal and state rules.

FUNDING RESOURCES: FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	U.S. Treasury
Catalog of Federal Domestic Assistance Title	Coronavirus Capital Projects Fund
Catalog of Federal Domestic Assistance Number	21.029
Award Amount	\$4,000,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through Commerce's Subrecipient Enterprise Resource Application ("SERA"). Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.

Commerce Agreement No.: BB207

The remainder of this page has been intentionally left blank.

Exhibit D

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

Commerce Agreement No.: BB207

CAPITAL PROJECTS FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF COMMERCE
and

PROJECT DESCRIPTION:

Commerce Agreement
No. _____

In accordance with the Terms and Conditions of the Broadband Opportunity Program Agreement, the undersigned provides notification that the work authorized by this Agreement is _____% complete as of _____, 20_____.

By: _____
Name: _____
Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Capital Projects Fund Agreement, the undersigned certifies that all work which originally required certification by an independent Engineer has been completed in compliance with the Project construction plans and specifications.

By: _____

SEAL:

Name: _____

Date: _____

Exhibit E

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Commerce Agreement No.: BB207

Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Commerce (Commerce)? ☐ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did the Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and Commerce? ☐ Yes ☐ No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did the Subrecipient expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.	
By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-959

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - SMALL VACANT PORTION OF PARCEL ADJACENT TO 997 SOUTH PALAFOX STREET

RECOMMENDATION:

That City Council declare as surplus a small vacant portion of unaddressed real property (Parcel ID No. 000S009100040050) located adjacent to City-owned leased property at 997 South Palafox Street, along with the statutorily-required public notice, and authorize the Mayor to dispose of the portion of the parcel via direct negotiation with lessee of 997 South Palafox Street. Also, that City Council authorize the Mayor to take all action necessary to execute and administer the disposition consistent with the Mayor's Executive Powers as granted by the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The small vacant portion of the irregularly-shaped, meandering parcel near Plaza de Luna measures approximately 2,670 sf, or 0.06 acres, and is zoned WRD (Waterfront Redevelopment District). The area is adjacent immediately east of the City-owned leased property at 997 South Palafox Street, location of Jaco's Bayfront Bar and Grille. The lessee Harbourmaster Pensacola LLC approached staff several months ago regarding the property, expressing the need for expansion of their kitchen area, egress from the back of the building, and amenities.

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

Any negotiated lease amendment will be brought back to the City Council for its consideration

after the expiration of the notice period in 30 days. Notices will be mailed to property owners within the 300-ft radius of the property, per Council policy regarding disposition of real property. Also in keeping with policy, the parcel will be reviewed via Ordinance No. 25-20 (Sensitive Properties Ordinance) due to its location and waterview.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/1/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator
Amy Lovoy, Finance Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Prpoerty Appraiser Info - Adj to Jacos Restaurant

PRESENTATION: No



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

Nav. Mode ☒ Account ☐ Parcel ID

Printer Friendly Version

General Information

Parcel ID: 000S009100040050
Account: 154408030
Owners: PENSACOLA CITY OF
Mail: PO BOX 12910
 PENSACOLA, FL 32521
Situs: 800 OF S PALAFOX PL BLK 32502
Use Code: MUNICIPAL OWNED
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2024	\$947,500	\$68,691	\$1,016,191	\$1,016,191
2023	\$947,500	\$67,936	\$1,015,436	\$1,015,436
2022	\$947,500	\$67,402	\$1,014,902	\$1,014,902

[Disclaimer](#)

[Tax Estimator](#)

[File for Exemption\(s\) Online](#)

[Report Storm Damage](#)

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Official Records (New Window)
None					

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2024 Certified Roll Exemptions

MUNICIPAL OWNED

Legal Description

BEG AT SW COR OF LT 4 BLK 24 WATERFRONT TRACT S 10
 DEG 39 MIN 59 SEC E ALG E LI OF PALAFOX ST (78 92/100 FT
 R/W)...

Extra Features

ASPHALT PAVEMENT
 PARKING LIGHT

Parcel Information

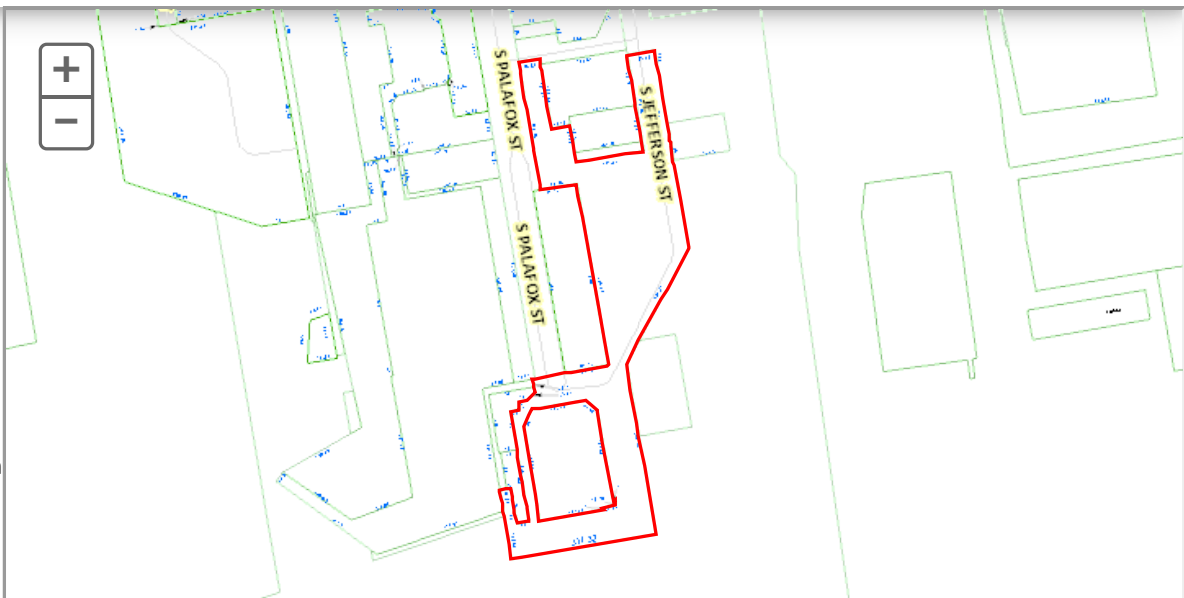
[Launch Interactive Map](#)

Section Map Id:
[CA071](#)

Approx. Acreage:
 3.7834

Zoned:
 WRD

Evacuation & Flood Information
[Open Report](#)



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

Buildings

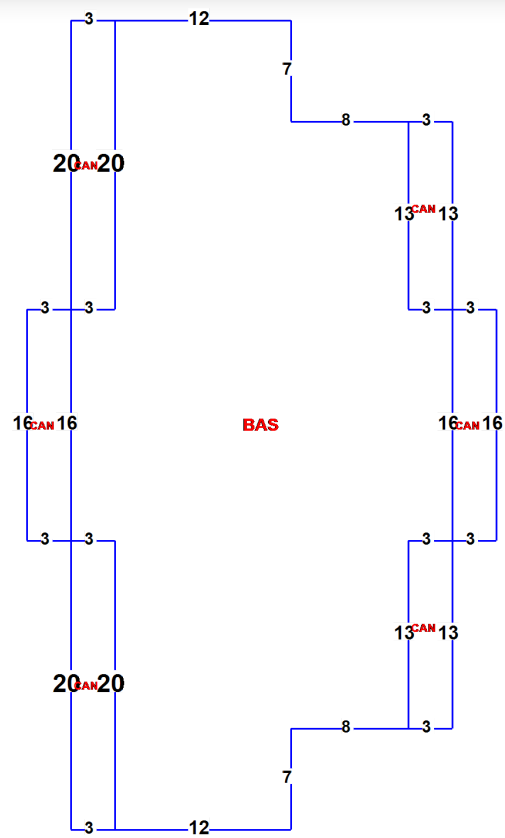
Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-BRICK-FACE/VENEER
FLOOR COVER-CONCRETE-FINISH
FOUNDATION-SLAB ON GRADE
HEAT/AIR-NONE
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-11
NO. STORIES-1
ROOF COVER-BLT UP MTL/GYP
ROOF FRAMING-RIGID FRAME/BAR
STORY HEIGHT-9
STRUCTURAL FRAME-MASONRY PIL/STL

 Areas - 1398 Total SF

BASE AREA - 1104

CANOPY - 294



Images



7/18/2024 12:00:00 AM

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

Last Updated:09/27/2024 (tc.6284)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-908

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

CONTRACT FOR BROKERAGE SERVICES OF VACANT PARCELS AT COMMUNITY MARITIME PARK

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Third Amended and Restated Contract for Brokerage Services with Kuhn Realty, LLC for vacant parcels at Vince J Whibbs Community Maritime Park, through February 28, 2025. Also, that City Council authorize the Mayor to take actions necessary to execute and administer the 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:

In March 2021, the City entered into a contract with Kuhn Realty, represented by Andrew Rothfeder, for brokerage services for vacant parcels 4 and 5 at the Community Maritime Park, due to his vast experience and wealth of specialized knowledge in this particular development. The contract was subsequently amended and restated twice more, in May 2021 and November 2022, extending the contract through February 29, 2024.

The third iteration of this brokerage services contract seeks to extend to October 30, 2025 and modify the terms to include the remaining vacant lots - 3, 6, 7, and 8. Maximum compensation for parcels 4 and 5 was set at \$300,000 upon successful execution of a ground lease, which was delivered for parcel 5 in August. Additional compensation for parcels 3, 6, 7, and 8 is capped at \$300,000 total, per the contract.

PRIOR ACTION:

March 1, 2021 - City entered into Contract for Brokerage Services with Kuhn Realty, LLC for Community Maritime Park Parcel 4 and 5

May11, 2021 - City extends contract with Kuhn Realty with the Fully Amended and Restated

Contract for Brokerage Services

November 4, 2022 - City extends contract with Kuhn Realty with the Second Amended and Restated Contract for Brokerage Services

August 8, 2024 - City Council approved the ground lease with Inspired Communities of Florida for development of Parcel 5 at Community Maritime Park

FUNDING:

Budget:	\$300,000	CMPA Fund (Lots 4, 5)
	\$300,000	Urban Core CRA Fund - Acquisitions and Redevelopment (Lots 3, 6, 7, 8)
Actual:	\$600,000	Brokerage Services (potential for all parcels)
	\$600,000	TOTAL

FINANCIAL IMPACT:

The expenditure of brokerage fees for the parcels will be offset by lease revenues in a relatively short amount of time, depending upon size of parcel leased and lease terms. The first set of brokerage fees for Lots 4 and 5 will be paid from the CMPA fund. Additional brokerage fees on the additional parcels covered with approval of this amendment will be paid from the Urban Core CRA Fund, Acquisitions and Redevelopment line item, with the actualization of leases.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/27/2024

STAFF CONTACT:

Amy Miller, Interim City Administrator

ATTACHMENTS:

1. Rothfeder-Kuhn Realty - Third Amended and Restated Brokerage Services Contract - final rev
2. Rothfeder -Kuhn Realty 2nd Amended and Restated Contract - Nov 2022
3. Rothfeder -Kuhn Realty Fully Amended and Restated Contract - May 2021
4. Rothfeder -Kuhn Realty Brokerage Contract - March 2021

PRESENTATION: No

THIRD AMENDED AND RESTATED
CONTRACT FOR BROKERAGE SERVICES
BETWEEN THE CITY OF PENSACOLA AND
KUHN REALTY, LLC

This Third Amended and Restated Contract (“Amendment”) is made effective as of February 29, 2024 (“Effective Date”), by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, and Kuhn Realty, LLC (“Broker”), a limited liability company authorized to do business in Florida, located at 1718 N. 9th Avenue, Pensacola, Florida 32503 (the City and Broker are collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, on or about March 1, 2021 the City and Broker entered into that certain Contract for Brokerage Services Between the City of Pensacola and Kuhn Realty, LLC (as amended, the “Contract”), for a professional agent to assist and advise it in the development of **Parcels 4 and 5** at the Community Maritime Park, including without limitation negotiations with a developer(s) for a ground lease(s), a development agreement(s), and/or other agreement(s) and other services that the Parties may mutually agree upon;

WHEREAS, on or about May 11, 2021, the City and Broker amended the Contract by entering into that certain Fully Amended and Restated Contract for Brokerage Services Between the City of Pensacola and Kuhn Realty, LLC;

WHEREAS, on or about November 4, 2022, the City and Broker again amended the Contract by entering into that certain Second Amended and Restated Contract for Brokerage Services Between the City of Pensacola and Kuhn Realty, LLC; and

WHEREAS, the City and Broker wish to again modify the Contract to include Parcels 3, 6, 7 and 8 in Community Maritime Park, and to extend the term of the Contract up to and including October 30, 2025.

NOW, THEREFORE, in consideration of the forgoing, the mutual covenants contained herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. The recitals contained above are true and correct and are incorporated into this Contract.
2. Exhibit A of the Contract is hereby deleted in its entirety and replaced with Amended Exhibit A attached hereto and made a part hereof by reference.
3. The language “Lots 4 and 5” in the first sentence of Exhibit B is hereby deleted in its entirety and replaced with the following: “Lots 3, 4, 5, 6, 7 and 8”.

4. The definition of “Project” in the Contract is hereby amended to mean and include assistance and advice relating to the development of Parcels 3, 4, 5, 6, 7 and 8 in Community Maritime Park, as such property is described in Amended Exhibit A.

5. Section 4 of the Contract is hereby deleted in its entirety and replaced with the following:

“Term. The term of this Contract shall commence on the Effective Date of this Contract and shall end on October 30, 2025. However, this Contract may be terminated for convenience by either party by providing no less than thirty (30) days written notice to the other party of the intent to terminate this Contract.”

6. Section 5.1 of the Contract is hereby deleted in its entirety and replaced with the following:

“Broker agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Broker’s sole cost and expense. In consideration of the services provided regarding Parcels 4 and 5, Broker shall be entitled to a fee for Broker’s services (“Broker’s Fee”) in the amount of \$150,000.00 for each such Parcel, with any such payment(s) contingent upon execution of a ground lease or leases for said Parcel(s). In consideration of the services provided regarding Parcels 3,6,7 and 8, Broker shall be entitled to a fee for Broker’s services (also, “Broker’s Fee”) of 3.5% of the base ground rent obligation for the initial twenty (20) years of any executed ground lease(s) on such Parcels. However, in no case shall the Broker’s Fee exceed \$300,000 collectively for Parcels, 3,6,7 and 8. The counterparty to any lease for a Parcel shall hereinafter be a “Project Developer.””

7. Section 5.2 is hereby deleted in its entirety and replaced with the following:

“Applicable portions of Broker’s Fee shall be deemed earned if and when, during the Term, (a) a lease is entered into between City and a Project Developer upon terms and conditions acceptable to City in its sole and absolute discretion, and (b) any due diligence, inspection or similar time period that would permit the lessee to terminate the lease has expired without the lease having been terminated. City’s obligation to pay applicable portions of Broker’s Fee shall continue if City enters into a lease with a Project Developer within six months following expiration or termination of this Contract.”

8. Section 5.3 is hereby deleted in its entirety and replaced with the following:

“Upon the full execution of a lease with a Project Developer and the expiration of any due diligence period as described in Section 5.2, the City will remit to the Broker as payment of the applicable portion of Broker’s Fee the amount(s) stated in Section 5.1. Broker shall submit to the City an invoice no less than twenty days prior to the payment due date.”

9. Sections 5.4 and 5.5 of the Contract are hereby deleted in their entirety.

10. The last sentence of Section 5.6 of the Contract is hereby deleted in its entirety and replaced with the following:

“Nevertheless, should the City decide to sell all or part of the Parcels, Broker will be entitled to a fee following consummation of any such sale equal to 3.5% of the sales price of any such Parcel(s). Notwithstanding anything herein to the contrary, in no event shall Broker be entitled to payment under this Contract (whether through a Broker’s Fee, a fee following consummation of any sale, as outlined above, or otherwise) in excess of \$600,000.”

11. Section 5.7 of the Contract is hereby deleted in its entirety and replaced with the following:

“Broker, including its agent, Andrew Rothfeder, individually and as manager of Rothfeder, LLC, acknowledges and agrees that the Contract contains the complete terms governing their possible entitlement to any compensation or fee of any kind or nature from or on behalf of the City relating to the Property described in Amended Exhibit A, including, but not limited to, the Broker’s Fee. Accordingly, Broker, including its agent, Andrew Rothfeder, individually and as manager of Rothfeder, LLC, hereby waive and relinquish any right, claim or interest in or to any payment, fee or compensation related to the Property except as expressly set forth herein.”

12. All of the terms and conditions of the Contract dated not expressly modified by this Amendment shall remain unchanged, in full force and effect, and are hereby reaffirmed and restated as if fully set forth herein. Capitalized terms not defined herein shall have the meaning ascribed to them in the Fully Amended and Restated Contract dated May 11, 2021 and referenced above.

[A separate signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and sealed as of the Effective Date.

BROKER:

CITY OF PENSACOLA, FLORIDA

KUHN REALTY, LLC

By: _____
Name: Larry Kuhn
Title: Manager

Mayor, D.C Reeves

City Clerk, Ericka L. Burnett

Approved as to Substance:

Department Director

Legal in form and valid as drawn:

Adam C. Cobb, City Attorney

Acknowledgement:

I hereby acknowledge and agree to the terms of the Contract as amended hereby.

Andrew Rothfeder, individually, as agent for Broker, and as manager of Rothfeder, LLC

AMENDED EXHIBIT A

PROPERTY

The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

Lots 3,4,5,6,7 and 8 of VINCE WHIBBS SR. COMMUNITY MARITIME PARK, according to the Plat thereof as recorded in Plat Book 19, Page(s) 23 and 23A, of the Public Records of Escambia County, Florida.

SECOND AMENDED AND RESTATED
CONTRACT FOR BROKERAGE SERVICES
BETWEEN THE CITY OF PENSACOLA AND
KUHN REALTY, LLC

This Second Amended and Restated Contract ("Contract") is made this 4th day of November, 2022, to be effective as of November 4, 2022 (the "Effective Date"), by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, and Kuhn Realty, LLC ("Broker"), a limited liability company authorized to do business in Florida, located at 1216 North Palafox St., Pensacola, Florida 32501 (the City and Consultant are collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, on March 1, 2021 the City and Broker entered into a Contract for Brokerage Services Between the City of Pensacola and Kuhn Realty, LLC, for a professional agent to assist and advise it in the development of **parcels 4 and 5** at the Community Maritime Park (the "Project"), including without limitation negotiations with a developer(s) for a ground lease(s), a development agreement(s), and/or other agreement(s) and other services that the Parties may mutually agree upon;

WHEREAS, on May 11, 2021, the City and Broker entered into a Fully Amended and Restated Contract for Brokerage Services Between the City of Pensacola and Kuhn Realty, LLC; and

WHEREAS, the City and Broker now wish to modify the Contract to extend the term of the Contract up to and including February 29, 2024, for brokerage services; and

WHEREAS, the parties desire to enter into this Contract.

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, and of the mutual covenants contained herein and the mutual benefits to flow each unto the other, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

Recitals. The recitals contained above are declared by the Parties to be true and correct and are incorporated into this Contract.

Amendment of Section Four. Section Four shall hereby be amended in its entirety to read as set forth below:

Term. The term of this Contract shall commence on the Effective Date of this Contract and shall end on February 29, 2024. However, this Contract may be terminated for convenience by either party by providing no less than thirty (30) days written notice to the other party of the intent to terminate this Contract.

Amendment of subsection Five.four (5.4). Subsection Five.four (5.4) shall hereby be amended in its entirety to read as set forth below:

Broker will be entitled to (a) the Broker's Fee as described above in subsections 5.1 through 5.3, or (b) flat fee of \$160,000 to be paid at the expiration of this Contract as extended by the one hundred twenty-day time period described above in subsection 5.2, if an option agreement and ground lease are not executed by Project Developer. Should City terminate this contract for convenience as provided in Section 4, the Broker would be entitled to payment of the flat fee of \$160,000.00. Broker would not be entitled to any Broker's Fee should it terminate this contract for convenience pursuant to Section 4.

Incorporation by Reference. All of the terms and conditions of the original Contract dated March 1, 2021, and Fully Amended and Restated Contract dated May 11, 2021, not expressly modified by this Second Amended and Restated Contract shall remain unchanged and in full force and effect.

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

BROKER:

KUHN REALTY, LLC

By: _____

Name: Larry Kuhn

Title: Manager

Witness: _____

Printed name: _____

CITY OF PENSACOLA, FLORIDA

for:
Mayor, Grover C. Robinson, IV

City Clerk, Ericka L. Burnett

Approved as to Substance: _____

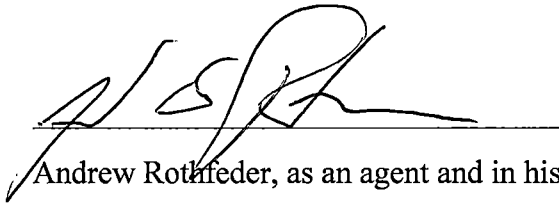
Department Director

Legal in form and valid as drawn:

Charles V. Peppler, City Attorney

Acknowledgement:

I hereby acknowledge and agree that I am acting as an agent for Kuhn Realty, LLC.

A handwritten signature in black ink, appearing to read 'A Rothfeder', is written over a horizontal line. The signature is stylized with a large, looping 'R' and a long horizontal stroke at the end.

Andrew Rothfeder, as an agent and in his individual capacity

(blue form page 1)

Document Title: Seconded Amended and Restated Contract for Brokerage Services between City of Pensacola and Kuhn Realty, LLC

Brief Description: Amended to extend Andrew Rothfeder's services till [REDACTED]

FEBRUARY 29, 2024

Contract Cost: \$ 300,000

Department: Legal

Account (s): 126.570.5245.524540.9335.105134

Department Contact Person: Kelli Brock

Sent to Contract Admin. (Purchasing) **DF** **11/17/72**

Date Received NOV/9/2022

N/A Debarment Check

BY: _____

Sent to Department ____/____/____

✓ Approved: _____
(Signature)

Sent to Budget Review 11/4/22

Comments: _____

Date Received 11/3/22

Sent to Department ___/___/___

✓ Approved: Ang Lopez (Signature)

Sent to Risk Manager ____/____/____

Comments: Funds were 1st appropriated for this on 12/10/20 via 2020-59. They were carried forward into the 2022 budget via 2021-106. They will further carried forward in December / January via the supplemental budget resolution for non-incumbered funds.

Date Received ____/____/____

Sent to Department ____/____/____

Approved: M. S. S. S. (Signature)
Asst. Post Manager

Sent to City Attorney 11/4/22

Comments: _____

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue form page 2)

CITY ATTORNEY

Date Received 10/1/22

Pending (See comments below): _____

Sent to Department / /

✓ Approved: Charles V. Pepper
(Signature)

Sent to Mayor 11/1/22

Comments: Please remember to date the agreement
on first page

MAYOR'S OFFICE (CITY ADMINISTRATOR)

Date Received 11/2/22

Pending (See comments below): _____

Sent to Department / /

✓ Approved: [Signature]
(Signature)

Sent to City Clerk / /

Comments: _____

CITY CLERK

Date Received 11/4/22

Pending (See comments below): _____

Sent to Dept/ Admin/ Legal / /

✓ Approved: Chica L. Burnett
(Signature)

Retained original/ copy in Max vault 11/4/22
[Signature]

Comments: _____

Returned 1 original(s) to Department 11/4/22
only one original executed

Initials: ELB

FULLY AMENDED AND RESTATED
CONTRACT FOR BROKERAGE SERVICES
BETWEEN CITY OF PENSACOLA AND
KUHN REALTY, LLC

THIS CONTRACT ("Contract") is made this 11th day of May, 2021, to be effective as of December 16, 2020 (the "Effective Date"), by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, and Kuhn Realty, LLC ("Broker"), a limited liability company authorized to do business in Florida, located at 1216 North Palafox St., Pensacola, Florida 32501 (the City and Consultant are collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, City is the owner of those certain vacant parcels of land more particularly described on the attached Exhibit "A" (the lots described in the description on Exhibit "A" are referred to hereinafter individually as a "Parcel", and collectively as the "Parcels" or the "Property");

WHEREAS, City desires to engage a professional agent to assist and advise it in the development of **parcels 4 and 5** at the Community Maritime Park (the "Project"), including without limitation negotiations with a developer(s) for a ground lease(s), a development agreement(s), and/or other agreement(s) and other services that the Parties may mutually agree upon;

WHEREAS, the City has evidenced the will of the citizens to retain ownership of all parcels at the Community Maritime Park through the adoption of section 2-3-4, Code of City of Pensacola, and Ordinance #25-20;

WHEREAS, Broker has submitted to the City a statement of work, insurance requirements, and other information related to the consulting services requested (all such documentation hereinafter referred to as the "Proposal"), attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the Parties previously entered into an agreement dated March 1, 2021, and it is the intent of the Parties for this Contract to fully amend and restate the agreement between the Parties; and

WHEREAS, the Parties desire to enter into this Contract.

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, and of the mutual covenants contained herein and the mutual benefits to flow each unto the other, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

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

Section 2. Broker's Appointment and Services. City appoints Broker as a consultant and advisor to the City with respect to the Project. Broker's services include, generally, all work and services described in, and in accordance with, the Proposal. Broker hereby accepts such appointment and agrees to diligently use commercially reasonable efforts in the performance of its duties and functions described in this Contract. Broker agrees to apply prudent, reasonable, and suitable business practices in the performance of its duties hereunder and shall exercise that degree of skill, competence, quality and professional care rendered by reputable and comparably credentialed companies performing the same or

similar type of services. Broker is an independent contractor of the City and this Contract shall not be construed to create any association, employment, or express or implied agency relationship. City acknowledges that Broker is neither a design professional nor a contractor. Broker shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract.

Section 3. Fiduciary Relationship and Duties Owed to City.

3.1 Broker, Broker's agent, Andrew Rothfeder, and the City expressly acknowledge that the Broker, through Andrew Rothfeder and Rothfeder, LLC, is performing the services provided by this Contract pursuant to a fiduciary relationship in which the City is dependent upon the Broker to render consulting and negotiating services with a third party on behalf of the City, and the Broker agrees to accept the undertaking to protect and benefit the interests of the City. In performing such services, the Broker shall, at all times, extend the following duties to the City:

- a. Dealing honestly and fairly, avoiding conflicts of interest and self-dealing;
- b. Loyalty to the City as its exclusive client in all related transactions;
- c. In all situations related to this engagement, acting exclusively in the best interests of the City;
- d. Confidentiality, including the duty to refrain from disclosing information received from the City when specifically directed to refrain from disclosure;
- e. Adherence to all directions given to the Broker by the City;
- f. Full disclosure of material information;
- g. Skill, care, and diligence in the transaction;
- h. Presenting all offers and counteroffers in a timely manner, unless previously directed otherwise in writing; and
- i. Disclosing all known facts and circumstances that materially affect the interests of the City in the transaction.

These duties shall be performed to the standard of conduct of one who is in a position of trust and is responsible for the interests of another party.

3.2 Broker specifically is not authorized to enter into any lease on behalf of City or to make any representations or commitments on behalf of City. Broker agrees that Broker shall act solely as City's single agent and broker and not as a transaction agent or broker, a lessee's agent or broker, or a joint agent or broker. Further, Broker shall be compensated only as provided in this Contract and shall not seek, receive, accept, or agree to accept any compensation or reimbursement from any Project Developer (as defined below), lessee, potential lessee, or any other third party except as specifically authorized by this Contract or consented to in writing by the City with approval of City Council.

Section 4. Term. The term of this Contract shall commence on the Effective Date of this Contract and shall end on March 31, 2022. However, this Contract may be terminated for convenience by either party by providing no less than thirty (30) days written notice to the other party of the intent to terminate this Contract.

Section 5. Broker Fee and Payment.

5.1 Broker agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Broker's sole cost and expense. In consideration of the services provided, Broker shall be entitled to a fee for Broker's services ("Broker's Fee") of \$300,000.00 contingent upon

execution of an option agreement and ground lease with the developer(s) identified by the City as the entity that will develop Parcels 4 and 5 or, if two developers are identified, to develop the parcels separately (hereinafter referred to as "Project Developer", which includes two developers if so identified), as more fully described below.

5.2 Broker's Fee shall be deemed earned if and when, during the Term, (a) a lease is entered into between City and the Project Developer upon terms and conditions acceptable to City in its sole and absolute discretion, and (b) any due diligence, inspection, or similar time period that would permit the lessee to terminate the lease has expired without the lease having been terminated. City's obligation to pay Broker's Fee shall continue if City enters into a lease with Project Developer within one hundred twenty (120) days following the expiration or termination of this Contract.

5.3 Upon the full execution of a lease with Project Developer and the expiration of any due diligence period as described in subsection 5.2, the City will remit to the Broker as payment of the Broker's Fee the amount stated in section 5.1. Broker shall submit to the City an invoice no less than twenty days prior to the payment due date.

5.4 Broker will be entitled to (a) the Broker's Fee as described above in subsections 5.1 through 5.3, or (b) a flat fee of \$160,000.00 to be paid at the expiration of this Contract as extended by the one hundred twenty-day time period described above in subsection 5.2, if an option agreement and ground lease are not executed by the Project Developer.

5.5 If two unrelated developers are identified to develop Parcels 4 and 5 separately, then Broker's Fee will be divided between the two developers so that half of the fee will be earned as described in subsection 5.4 with respect to one developer and half of the fee will be earned as described in subsection 5.4 with respect to the second developer. Under no circumstance will Broker be entitled to a Broker's Fee greater than \$300,000.00.

5.6 It is understood and agreed to by the Parties that the City via City Council, the governing body, has made known its intentions to not sell property located south of Main Street between the Pensacola Bay Bridge and A Street absent exigent circumstances expressly declared to exist by the City Council (section 2-3-4, Pensacola Code), and further, the City Council has enacted Ordinance 25-20, declaring certain City-owned properties to be sensitive properties, including properties that are waterfront or that have a waterview, that require additional procedures before the City can consider selling or otherwise disposing of the City's rights in the real property. Nevertheless, should the City decide to sell all or part of the Project parcels, Broker will be entitled to a fee of \$300,000.00 in full satisfaction of its fee obligation from the City payable upon the sale of the parcel(s).

5.7 Broker, including its agent, Andrew Rothfeder, individually and as manager of Rothfeder, LLC, acknowledges and agrees that the fee terms described in this Section 5 of the Contract are the complete terms for the Broker's Fee that will be paid to Broker for services provided in the negotiations with any developer, including but not limited to Silver Hills Development, Inc. and the Project Developer(s) to be later identified, and that Broker is hereby waiving and relinquishing any right Broker may have had to a fee for negotiations with Silver Hills Development, Inc.

Section 6. Necessary Approvals. Broker shall maintain any professional licenses required to act as a broker or agent consistent with the scope of work described in this Contract.

Section 7. No Waiver. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing, approved by the City Council or Mayor,

whichever is determined appropriate by the City Attorney in her/his sole opinion, and executed by all Parties.

Section 8. Governing Law. This Contract is governed and construed in accordance with the 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 this Contract.

Section 9. Venue. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 10. No Discrimination. Broker shall not discriminate on the basis of race, creed, color, national origin, sex, age, or disability, in the performance of this Contract.

Section 11. No Other Agreements. The Parties agree this Contract, and any subsequent amendments, modifications and/or addendums entered into among the Parties from time to time, contain all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 12. Remedies for Failure to Perform or Breach of Contract/Dispute Resolution.

12.1 Remedies. The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Broker, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy. The Broker reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the City, and the failure of the Broker to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

12.2 Initial Meeting and Mediation. In the event of any claim, dispute, or other matter arising out of or relating to this Contract, the Parties shall attempt to resolve the dispute informally by meeting and conferring. The person representing a party at such meeting shall have absolute authority to resolve any dispute without further consultation. Any resolution of any aspects of the dispute shall be memorialized in writing.

12.3 Proceedings. In the event that issues remain unresolved after the processes described in Section 12.2, the Parties may seek all remedies available under law to resolve the remaining issues.

Section 13. Termination for Convenience. The City or Broker may terminate this Contract without cause upon thirty (30) days' prior written notice to the other Party. If terminated pursuant to this section, Broker shall be entitled to payment of all charges incurred prior to the date of termination and consistent with the provisions of subsection 5.2 of this Contract.

Section 14. Public Records Act. The Parties acknowledge that the Florida Public Records Act requires that contractors entering into contracts for services with public agencies and who are acting on behalf of the public agency are required to adhere to the provisions of Section 119.0701, *Florida Statutes*. 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 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The Parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment A attached hereto and incorporated by reference.

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

BROKER:

KUHN REALTY, LLC

By: _____

Name: Larry Kuhn

Title: Manager

Witness: _____

Printed name: _____

CITY OF PENSACOLA, FLORIDA

Mayor, Grover C. Robinson, IV

City Clerk, Ericka L. Burnett

Approved as to Substance: _____

Department Director

Legal in form and valid as drawn:

Susan A. Woolf, City Attorney

Acknowledgement:

I hereby acknowledge and agree that I am acting as an agent for Kuhn Realty, LLC.

Andrew Rothfeder, as an agent and in his individual capacity

Attachment A

PUBLIC RECORDS: Broker shall comply with Chapter 119, Florida Statutes. Specifically, Broker 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 Agreement term and following the completion of the Agreement if Broker does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City, all public records in possession of Broker or keep and maintain public records required by the City to perform the service. If Broker transfers all public records to the City upon completion of the Agreement, Broker shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Broker keeps and maintains public records upon completion of the Agreement, Broker 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 Broker to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the City.

IF BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

EXHIBIT "A"

PROPERTY

The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

Lots 4 and 5 of VINCE WHIBBS SR. COMMUNITY MARITIME PARK, according to the Plat thereof as recorded in Plat Book 19, Page(s) 23 and 23A, of the Public Records of Escambia County, Florida.

EXHIBIT "B"

PROPOSAL

Andrew E. Rothfeder, as the agent for KUHN REALTY LLC, will perform real property services related to the development of Lots 4 and 5 at the Community Maritime Park. The scope of services shall include:

1. Research, analysis and strategy for creation of business terms and deal structure for an option agreement and ground lease (or sale) terms between the City and the Project Developer.
2. Participation with the City in negotiations with the identified Project Developer (or developers if two separate developers are identified for development of parcels 4 and 5 separately) to arrive at mutually acceptable terms and agreements.
3. Serving as City's representative to enforce compliance with agreements throughout the Option Term, up to and including a lease, development agreement, or equivalent. This includes, but is not limited to:
 - a. Ensuring projects are developed that adhere to all applicable design standards and to the West Main Master Plan, created by DPZ CoDesign and Speck & Associates and dated November 24, 2019, and including the design guidelines dated November 21, 2019 and the project report dated November 24, 2019.
 - b. Ensuring compliance with time periods and payments.
 - c. Ensuring inclusion of the community covenant standards as set by the Mayoral Policy #20-01, Covenant with the Community in any final ground lease.
 - d. Ensuring compliance with the design, construction, and ultimate operational goals of the City regarding the shared parking facility.
 - e. Serving as City's "Owner's representative" throughout the process of negotiating an option agreement(s), ground lease(s), and any other agreement(s), being a liaison, and providing coordination between the City, the Project Developer, and other consultants.

Insurance and Indemnification

Before starting and until termination of work for, or on behalf of, the CITY, the CONSULTANT and any/all sub consultants shall procure and maintain insurance of the types and to the limits specified.

The term CITY as 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.

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, Consultant understands and agrees that increased limits and/or additional types of insurance may be required depending on the scope of service.

1. WORKERS' COMPENSATION

The CONSULTANT shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations 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 CONSULTANT is eligible for an exemption as issued by the Florida Division of Workers' Compensation, CONSULTANT shall furnish a certificate of exemption as evidence to the CITY.

2. COMMERCIAL GENERAL, PROFESSIONAL LIABILITY AND UMBRELLA LIABILITY COVERAGES

The CONSULTANT 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 shall be an Additional Insured for Commercial General Liability and umbrella liability 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 as outlined below 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.

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

Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided under, or associated with this contract. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate must be provided.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis and the City listed as an additional insured.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that lists this Contract and provides that the CITY shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If required by the CITY, the CONSULTANT shall furnish copies of the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT PRIMARY

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

LOSS CONTROL AND SAFETY

The CONSULTANT 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 CONSULTANT shall not be deemed to be an agent of the CITY. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property from harm caused by negligent acts or omissions of the Consultant.

HOLD HARMLESS

The Consultant 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 Consultant and persons employed or utilized by the Consultant in the performance of the contract. The Consultant'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 CONSULTANT 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.



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

or [Sign Up](#)

[Login.gov FAQs](#)

- ⚠️ ALERT: SAM.gov will be completely unavailable due to scheduled maintenance from Friday, May 21 at 4:00 PM EST through Monday, May 24 at 9:00 AM EST as it is upgraded to the modernized environment. [Learn more.](#)
- ⚠️ ALERT: Small business owners who seek to participate in the Restaurant Revitalization Fund (RRF) will not be required to have a DUNS Number, will not need to register in SAM.gov, and will not need a CAGE Code. SBA will share more information on the RRF soon. Visit [SBA](#) to stay informed.
- ⚠️ ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on [Interact](#).
- ⚠️ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 05/15/2021 from 8:00 AM to 1:00 PM.
- ⚠️ ALERT: Shuttered Venue Operators Grant (SVOG) Applicants - Applicants for relief under the SVOG program are required to register in SAM.gov. If you have submitted your SAM.gov registration, but the registration is not yet active, you can still apply for relief under the SVOG program. During the SVOG application process, you will have to attest that you have submitted your SAM.gov registration. To stay informed, please visit [SBA](#).

Search Results

Current Search Terms: Kuhn Realty LLC*

Your search for Kuhn Realty LLC* returned the following results...

No records found.



Search Results for Kuhn Realty LLC*
 The search results for Kuhn Realty LLC* are as follows:
 Kuhn Realty LLC* is a company that is currently active in the SAM.gov system.
 The company is located at 1234 Main Street, Suite 100, Washington, DC 20001.
 The company's contact information is as follows:
 Phone: (202) 123-4567
 Email: info@kuhnrealty.com

Small Business Administration | U.S. Department of Commerce | 1400 K Street, NE | Washington, DC 20002 | 202-205-2000 | [www.sba.gov](#)

Detail by Entity Name

Florida Limited Liability Company
KUHN REALTY LLC

Filing Information

Document Number L19000106977
FEI/EIN Number 83-4597173
Date Filed 04/18/2019
Effective Date 04/18/2019
State FL
Status ACTIVE

Principal Address

1216 N. PALAFOX
PENSACOLA, FL 32501

Mailing Address

1216 N. PALAFOX
PENSACOLA, FL 32501

Registered Agent Name & Address

CLARK, DEWITT D
40 PALAFOX PLACE
SUITE 300
PENSACOLA, FL 32502

Authorized Person(s) Detail

Name & Address

Title MGR

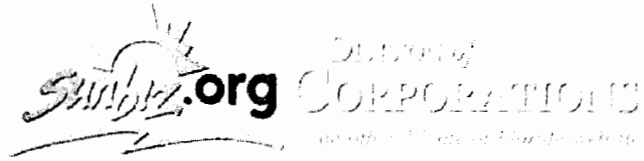
KUHN, LARRY
7 MADRID AVENUE
GULF BREEZE, FL 32561

Annual Reports

Report Year	Filed Date
2020	01/02/2020
2021	01/13/2021

Document Images

01/13/2021 -- ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
04/18/2019 -- Florida Limited Liability	View image in PDF format



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue form page 1)

DEPARTMENT

Document Title: Fully Amended and Restated Contract for Brokerage Sres.

___ Project ☒ Contract ___ Lease ___ Other (Check One)

Brief Description: Contract for Brokerage Services between City of Pensacola and Kuhn Realty, LLC.

Contract Cost: \$ 300,000

Department: Mayor (Sent from Atty.)

Approved by Mayor: ___/___/___

Department Contact Person: Kate Kleckner

OR

Approved By Council: ___/___/___

Sent to Contract Admin. (Purchasing) 5/10/21

CONTRACT ADMINISTRATOR (PURCHASING)

Date Received 5/10/21

☒ Debarment Check

___ Pending (See comments below): _____

Sent to Department ___/___/___

☒ Approved: [Signature] (Signature)

Sent to Budget Review 5/10/21

Comments: _____

BUDGET REVIEW

Date Received ___/___/___

___ Pending (See comments below): _____

Sent to Department ___/___/___

☒ Approved: [Signature] (Signature)

Sent to Risk Manager 5/11/21

Comments: _____

RISK MANAGER

Date Received 5/10/21

___ Pending (See comments below): _____

Sent to Department ___/___/___

☒ Approved: [Signature] (Signature)

Sent to City Attorney 5/10/21

Comments: Added consultant basic insurance

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue form page 2)

CITY ATTORNEY

Date Received 5/11/21

Pending (See comments below): _____
☒ Approved: [Signature] (Signature)

Sent to Department / /
Sent to Mayor 5/11/21

Comments: _____

MAYOR'S OFFICE (CITY ADMINISTRATOR)

Date Received 05/11/21

Pending (See comments below): _____
☒ Approved: [Signature] (Signature)

Sent to Department 05/11/21
Sent to City Clerk 05/11/21

Comments: _____

CITY CLERK

Date Received 5/11/21

Pending (See comments below): _____
☒ Approved: [Signature] (Signature)

Sent to Dept/ Admin/ Legal / /
Retained ~~original~~ / copy in Maxxvault 5/11/21

Comments: _____

Returned 1 ^{only} original(s) to Department 5/11/21

Initials: RNT

CONTRACT FOR BROKERAGE SERVICES
BETWEEN CITY OF PENSACOLA AND
KUHN REALTY, LLC

THIS CONTRACT ("Contract") is made this 15th day of MARCH, 2021, to be effective as of December 16, 2020 (the "Effective Date"), by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, and Kuhn Realty, LLC ("Broker"), a limited liability company authorized to do business in Florida, located at 1216 North Palafox St., Pensacola, Florida 32501 (the City and Consultant are collectively referred to hereinafter as the "Parties").

WITNESSETH:

WHEREAS, City is the owner of those certain vacant parcels of land more particularly described on the attached Exhibit "A" (the "Lots" described in the description on Exhibit "A" are referred to hereinafter individually as a "Parcel", and collectively as the "Parcels" or the "Property");

WHEREAS, the City and Studer Properties, LLP, a Florida limited liability partnership ("Studer"), entered into that certain Option Agreement dated April 1, 2018, as amended by Addendum to Option Agreement dated April 1, 2020 (the "Option Agreement");

WHEREAS, Studer has assigned a portion of its rights in the Option Agreement (hereinafter the "Partial Assignment") to Silver Hills Development, Inc., their successors and/or assigns (hereinafter referred to as "Developer");

WHEREAS, City desires to engage a professional agent to assist and advise it in the development of the Parcels at the Community Maritime Park (the "Project"), including without limitation negotiations with the Developer for ground leases(s), development agreements, and/or other agreements, and other services that the Parties may mutually agree upon;

WHEREAS, the City has evidenced the will of the citizens to retain ownership of all parcels at the Community Maritime Park through the adoption of section 2-3-4, Code of City of Pensacola, and Ordinance #25-20;

WHEREAS, Broker has the skills, experience, and knowledge to assist the City in the Project and submitted to the City a statement of work, insurance requirements, and other information related to the consulting services requested (all such documentation hereinafter referred to as the "Proposal"), attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the Parties desire to enter into this Contract.

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3.1 Broker, Broker's agent, Andrew Rothfeder, and the City expressly acknowledge that the Broker, through Andrew Rothfeder and Rothfeder LLC, is performing the services provided by this Contract pursuant to a fiduciary relationship in which the City is dependent upon the Broker to render consulting and negotiating services with a third party on behalf of the City, and the Broker agrees to accept the undertaking to protect and benefit the interests of the City. In performing such services, the Broker shall, at all times, extend the following duties to the City:

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- b. Loyalty to the City as its exclusive client in all related transactions;
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- e. Adherence to all directions given to the Broker by the City;
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- g. Skill, care, and diligence in the transaction;
- h. Presenting all offers and counteroffers in a timely manner, unless previously directed otherwise in writing; and
- i. Disclosing all known facts and circumstances that materially affect the interests of the City in the transaction.

These duties shall be performed to the standard of conduct of one who is in a position of trust and is responsible for the interests of another party.

3.2 Broker specifically is not authorized to enter into any lease on behalf of City or to make any representations or commitments on behalf of City. Broker agrees that Broker shall act solely as City's single agent and broker and not as a transaction agent or broker, a lessee's agent or broker, or a joint agent or broker. Further, Broker shall be compensated only as provided in this Contract and shall not seek, receive, accept, or agree to accept any compensation or reimbursement from any Developer, lessee, potential lessee, or any other third party except as specifically authorized by this Contract or consented to in writing by the City with approval of City Council.

Section 4. Term. The term of this Contract shall commence on the Effective Date of this Contract and shall end on March 31, 2022. However, this Contract may be terminated for convenience by either party by providing no less than thirty (30) days written notice to the other party of the intent to terminate this Contract.

Section 5. Broker Fee and Payment.

5.1 Broker agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Broker's sole cost and expense. In consideration of the services provided, Broker shall be entitled to a fee for Broker's services ("Broker's Fee") of \$300,000.00 contingent upon execution of an option agreement and ground lease with Developer, as more fully described below.

5.2 Broker's Fee shall be deemed earned if and when, during the Term, (a) a lease is entered into between City and the Developer upon terms and conditions acceptable to City in its sole and absolute discretion, and (b) any due diligence, inspection, or similar time period that would permit the lessee to terminate the lease has expired without the lease having been terminated. City's obligation to pay Broker's Fee shall continue if City enters into a lease with Developer within one hundred twenty (120) days following the expiration or termination of this Contract.

5.3 Upon the full execution of a lease with Developer and the expiration of any due diligence period as described in subsection 5.2, the City will remit to the Broker as payment of the Broker's Fee the amount stated in section 5.1. Broker shall submit to the City an invoice no less than twenty days prior to the payment due date.

5.4 Broker will be entitled to (a) the Broker's Fee as described above in subsections 5.1 through 5.3, or (b) a flat fee of \$160,000.00 to be paid at the expiration of this Contract as extended by the one hundred twenty-day time period described above in subsection 5.2, if an option agreement and ground lease are not executed by the Developer.

5.5 It is understood and agreed to by the Parties that the City via City Council, the governing body, has made known its intentions to not sell property located south of Main Street between the Pensacola Bay Bridge and A Street absent exigent circumstances expressly declared to exist by the City Council (section 2-3-4, Pensacola Code), and further, the City Council has enacted Ordinance 25-20, declaring certain City-owned properties to be sensitive properties, including properties that are waterfront or that have a waterfront, that require additional procedures before the City can consider selling or otherwise disposing of the City's rights in the real property. Nevertheless, should the City decide to sell all or part of the Project parcels, Broker will be entitled to a fee of \$300,000.00 in full satisfaction of its fee obligation from the City payable upon the sale of the parcel(s).

Section 6. Necessary Approvals. Broker shall maintain any professional licenses required to act as a broker or agent consistent with the scope of work described in this Contract.

Section 7. No Waiver. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing, approved by the City Council or Mayor, whichever is determined appropriate by the City Attorney in her/his sole opinion, and executed by all Parties.

Section 8. Governing Law. This Contract is governed and construed in accordance with the 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 this Contract.

Section 9. Venue. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 10. No Discrimination. Broker shall not discriminate on the basis of race, creed, color, national origin, sex, age, or disability, in the performance of this Contract.

Section 11. No Other Agreements. The Parties agree this Contract, and any subsequent amendments, modifications and/or addendums entered into among the Parties from time to time, contain all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 12. Remedies for Failure to Perform or Breach of Contract/Dispute Resolution.

12.1 Remedies. The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Broker, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy. The Broker reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the City, and the failure of the Broker to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

12.2 Initial Meeting and Mediation. In the event of any claim, dispute, or other matter arising out of or relating to this Contract, the Parties shall attempt to resolve the dispute informally by meeting and conferring. The person representing a party at such meeting shall have absolute authority to resolve any dispute without further consultation. Any resolution of any aspects of the dispute shall be memorialized in writing.

12.3 Proceedings. In the event that issues remain unresolved after the processes described in Section 12.2, the Parties may seek all remedies available under law to resolve the remaining issues.

Section 13. Termination for Convenience. The City or Broker may terminate this Contract without cause upon thirty (30) days' prior written notice to the other Party. If terminated pursuant to this section, Broker shall be entitled to payment of all charges incurred prior to the date of termination and consistent with the provisions of subsection 5.2 of this Contract.

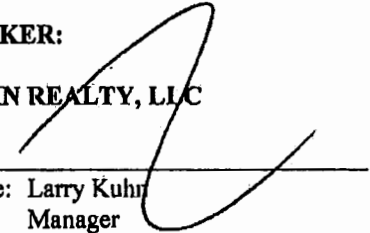
Section 14. Public Records Act. The Parties acknowledge that the Florida Public Records Act requires that contractors entering into contracts for services with public agencies and who are acting on behalf of the public agency are required to adhere to the provisions of Section 119.0701, *Florida Statutes*. 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 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The Parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment A attached hereto and incorporated by reference.

Remainder of page left blank intentionally

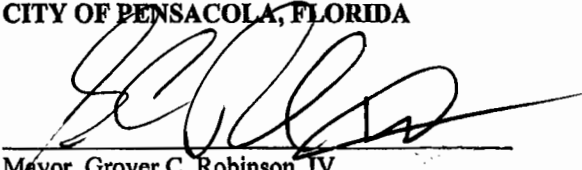
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed and sealed the day and year first above written.

BROKER:

KUHN REALTY, LLC

By: 
Name: Larry Kuhn
Title: Manager

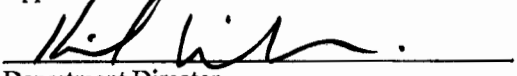
CITY OF PENSACOLA, FLORIDA


Mayor, Grover C. Robinson, IV

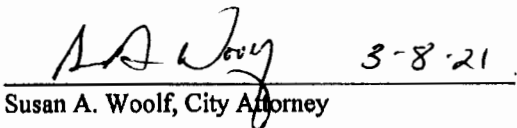
Witness:


Printed name: Andrew Rothfeder

Approved as to Substance:

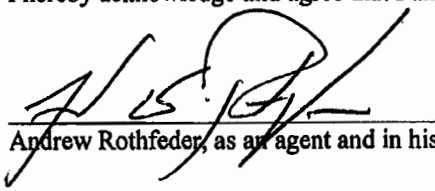

Department Director

Legal in form and valid as drawn:

 3-8-21
Susan A. Woolf, City Attorney

Acknowledgement:

I hereby acknowledge and agree that I am acting as an agent for Kuhn Realty, LLC.


Andrew Rothfeder, as an agent and in his individual capacity

Attachment A

PUBLIC RECORDS: Broker shall comply with Chapter 119, Florida Statutes. Specifically, Broker 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 Agreement term and following the completion of the Agreement if Broker does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City, all public records in possession of Broker or keep and maintain public records required by the City to perform the service. If Broker transfers all public records to the City upon completion of the Agreement, Broker shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Broker keeps and maintains public records upon completion of the Agreement, Broker 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 Broker to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the City.

IF BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BROKER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

EXHIBIT "A"

PROPERTY

The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

Lots 4 and 5 of VINCE WHIBBS SR. COMMUNITY MARITIME PARK, according to the Plat thereof as recorded in Plat Book 19, Page(s) 23 and 23A, of the Public Records of Escambia County, Florida.

EXHIBIT "B"

PROPOSAL

Andrew E. Rothfeder, as the agent for KUHN REALTY LLC, will perform real property services related to the development of Lots 4 and 5 at the Community Maritime Park. The scope of services shall include:

1. Research, analysis and strategy for creation of business terms and deal structure for an option agreement and ground lease (or sale) terms between the City and the Developer.
2. Participation with the City in negotiations with the identified Developer to arrive at mutually acceptable terms and agreements.
3. Serving as City's representative to enforce compliance with agreements throughout the Option Term, up to and including a lease, development agreement, or equivalent. This includes, but is not limited to:
 - a. Ensuring projects are developed that adhere to all applicable design standards and to the West Main Master Plan, created by DPZ CoDesign and Speck & Associates and dated November 24, 2019, and including the design guidelines dated November 21, 2019 and the project report dated November 24, 2019.
 - b. Ensuring compliance with time periods and payments.
 - c. Ensuring compliance with diversity and community covenant standards as set by the Mayoral Policy #20-01, Covenant with the Community.
 - d. Ensuring compliance with the design, construction, and ultimate operational goals of the City regarding the shared parking facility.
 - e. Serving as City's "Owner's representative" throughout the process, being a liaison, and providing coordination between the City, the Developer, and other consultants.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
KUHN REALTY LLC

Filing Information

Document Number	L19000106977
FEI/EIN Number	83-4597173
Date Filed	04/18/2019
Effective Date	04/18/2019
State	FL
Status	ACTIVE

Principal Address

1216 N. PALAFOX
PENSACOLA, FL 32501

Mailing Address

1216 N. PALAFOX
PENSACOLA, FL 32501

Registered Agent Name & Address

CLARK, DEWITT D
40 PALAFOX PLACE
SUITE 300
PENSACOLA, FL 32502

Authorized Person(s) Detail

Name & Address

Title MGR

KUHN, LARRY
7 MADRID AVENUE
GULF BREEZE, FL 32561

Annual Reports

Report Year	Filed Date
2020	01/02/2020

Document Images

01/02/2020 -- ANNUAL REPORT	View image in PDF format
04/18/2019 -- Florida Limited Liability	View image in PDF format

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2/2

SAM Search Results
List of records matching your search for :

Search Term : Kuhn Realty, LLC*
Record Status: Active

No Search Results

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue form page 1)

DEPARTMENT

Document Title: Contract for Brokerage Services: KULTN REALTY, LLC

☐ Project ☒ Contract ☐ Lease ☐ Other (Check One)

Brief Description: Brokerage Services for CML Parcel development facilitation with Silver Hills Development, Inc.

Account: # 126.570.5245.524540.9335.105124

Contract Cost: \$ _____

Department: ODTM

Approved by Mayor: 3/4/2021

Department Contact Person: Keith Wilkins

OR

Approved By Council: ___/___/___

Sent to Contract Admin. (Purchasing) 3/4/2021

CONTRACT ADMINISTRATOR (PURCHASING)

Date Received 3/4/2021

☒ Debarment Check

☐ Pending (See comments below): _____

Sent to Department ___/___/___

☒ Approved: [Signature] (Signature)

Sent to Budget Review 3/4/2021

Comments: _____

BUDGET REVIEW

Date Received ___/___/___

☐ Pending (See comments below): _____

Sent to Department ___/___/___

☒ Approved: [Signature] (Signature)

Sent to Risk Manager 3/8/21

Comments: _____

RISK MANAGER

Date Received 3/8/21

☐ Pending (See comments below): _____

Sent to Department ___/___/___

☒ Approved: [Signature] (Signature)

Sent to City Attorney 3/8/21

Comments: _____

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE
FINAL DOCUMENT REVIEW FORM
(blue form page 2)

CITY ATTORNEY

Date Received 3/8/21

____ Pending (See comments below): _____

Sent to Department ____/____/____

✓ Approved: [Signature] (Signature)

Sent to Mayor clerk 3/8/21

Comments: Mayor has already signed

MAYOR'S OFFICE (CITY ADMINISTRATOR)

Date Received ____/____/____

____ Pending (See comments below): _____

Sent to Department ____/____/____

____ Approved: _____ (Signature)

Sent to City Clerk ____/____/____

Comments: _____

CITY CLERK

Date Received 3/8/21

____ Pending (See comments below): _____

Sent to Dept/Admin/Legal ____/____/____

✓ Approved: Richard L. Burnett (Signature)

Retained ~~original~~ copy in Maxxvault 3/9/21

Comments: _____

Returned 1 ONLY original(s) to Department 3/9/21

Initials: RMB



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-852

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SIXTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA LLC OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP (LOTS 3, 6, AND 8 AT THE COMMUNITY MARITIME PARK)

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Sixth Addendum to the Partial Assignment to Inspired Communities of Florida LLC of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcels 3, 6, and 8 of Vince J. Whibbs Sr. Community Maritime Park, extending the agreement through August 31, 2027. Also, that City Council authorize the Mayor to take actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In October 2018, the City entered into an option agreement with Studer Properties for the exclusive right to develop and lease all of the vacant parcels at the Community Maritime Park, specifically parcels 3 through 9. In March 2020, the option agreement was extended through March 31, 2021.

In October 2020, prior to the expiration of the option agreement with Studer Properties, both parties entered into a partial assignment of the agreement with Inspired Communities of Florida for the parcels 3, 6, 8, and 9. Corresponding partial assignments were also entered into with two other development groups for the remainder of the parcels – Valencia Development Corporation for parcel 7 and Silver Hills Development for parcels 4 and 5 – with the former still in effect and the latter parcels now also optioned to Inspired.

In March 2021, the City approved the first addendum to Inspired's partial assignment, extending the agreement through September 30, 2021. In September 2021, the City also approved the second addendum to Inspired's partial assignment, extending the agreement through September 30, 2022. In March 2022, Inspired agreed to relinquish their option on

parcel 9 at the request of Northwest Florida Professional Baseball via the City for the construction of enhancements to Wahoo Stadium at Community Maritime Park. In October 2022, the City also approved the third addendum to Inspired's partial assignment, extending the agreement through September 30, 2023. In October 2023, the City approved the fourth addendum to Inspired's option agreement, extending the agreement through February 29, 2024. In February 2024, the City approved the fifth addendum to Inspired's option agreement, extending ultimately through July 31, 2024.

In the interim, the City and Inspired entered into a ground lease for the development of lot 5 in August. The City and Inspired now seek to extend the term of their partial assignment for lots 3, 6, and 8 for another three years through August 31, 2027. The financial terms of the agreement have changed significantly as well, with a substantial increase in payments. Also, only the next 13 months of payments are credited towards the future development of the lots, and the remaining 24 months of payments attributed solely to the City as revenue totaling over \$500,000. This addendum also has the condition of executable ground lease(s) to be in place for at least one of the remaining lots under option to Inspired by September 1, 2025 or two of the remaining lots by September 1, 2026.

PRIOR ACTION:

October 1, 2018 – City entered into an Option Agreement with Studer Properties for all vacant lots in Community Maritime Park

March 26, 2020 – City approved an Addendum to the Option Agreement with Studer Properties, extending the term through March 31, 2021

October 9, 2020 – City entered into a Partial Assignment of the Option Agreement with Studer Properties and Inspired Communities of Florida

March 25, 2021 – City approved the First Addendum to the Partial Assignment of the Option Agreement with Inspired, extending the term through September 30, 2021

September 9, 2021 – City approved the Second Addendum to the Partial Assignment of the Option Agreement with Inspired, extending the term through September 30, 2022

October 27, 2022 – City approved the Third Addendum to the Partial Assignment of the Option Agreement with Inspired, extending the term through September 30, 2023

October 26, 2023 - City approved the Fourth Addendum to the Partial Assignment of the Option Agreement with Inspired, extending the term through February 29, 2024

February 20, 2024 - City approved the Fifth Addendum to the Partial Assignment of the Option Agreement with Inspired, extending the term through July 31, 2024

FUNDING:

N/A

FINANCIAL IMPACT:

Inspired Communities of Florida will continue their monthly option payment per the terms of their agreement. Upon successful negotiation of the ground leases and development of parcels 3, 6, and 8, Inspired will receive a credit equal to payments made under the option agreement and its addendums through August 31, 2025. The remaining payments under this addendum (payments made from September 2025 to August 2027) will be solely the City's - a total of \$516,384, per the terms of the agreement.

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. Sixth Addendum to the Partial Assignment to Inspired Option Agreement 3, 6, 8

PRESENTATION: No

**SIXTH ADDENDUM TO THE
PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA, LLC OF
THE
OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER
PROPERTIES, LLP**

This **SIXTH ADDENDUM TO THE PARTIAL ASSIGNMENT OF THE OPTION AGREEMENT** (this “**Sixth Addendum**”), dated as of _____, 2024 (the “**Effective Date**”), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation**, 222 West Main Street, Pensacola, Florida 32502 (“**City**”), and **INSPIRED COMMUNITIES OF FLORIDA, LLC, a Florida limited liability corporation**, 223 W. Gregory Street Pensacola, Florida 32502 (“**Inspired**”). City, Inspired, and their successors are each a “Party,” and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, City and Studer Properties, LLP (“**Studer Properties**”) entered into an Option Agreement dated October 1, 2018, with an Addendum dated April 1, 2020 (collectively, the “**Studer Option Agreement**”), whereby City granted to Studer Properties the exclusive right to develop and lease vacant lots at the Community Maritime Park more particularly described in Exhibit A to the Option Agreement subject to terms and conditions set forth in the Studer Option Agreement; and

WHEREAS, City, Studer Properties and Inspired entered into a Partial Assignment of the Studer Option Agreement on October 9, 2020, for Lots 3, 6, 8, and 9 of Community Maritime Park (referred to hereinafter individually as a “**Lot**” and collectively as the “**Lots**”), expiring on March 31, 2021 (the “**Inspired Option Agreement**”); and

WHEREAS, the purpose of the Inspired Option Agreement is to provide for the development of the Lots in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way; and

WHEREAS, City and Inspired extended the term of the Inspired Option Agreement to September 30, 2021, pursuant to a First Addendum; and further extended the term of the Inspired Option Agreement to September 30, 2022, pursuant to a Second Addendum; and

WHEREAS, Inspired relinquished its option on Lot 9 in March 2022, which reduced its payment from \$2,738.21 to \$2,426.81; and

WHEREAS, City and Inspired extended the term of the Inspired Option Agreement to November 14, 2023, pursuant a Third Addendum; and further extended the term of the Inspired Option Agreement to February 29, 2024, pursuant to a Fourth Addendum; and further extended the term of the Inspired Option Agreement to June 30, 2024, with the option for an additional 30-day extension pursuant to a written notice delivered by either party to the other party on or before June 30, 2024; and

WHEREAS, Inspired exercised its additional 30-day extension by delivering that certain Notice dated June 28, 2024 to the City; and

WHEREAS, City and Inspired also entered into that certain Option Agreement dated March 1, 2022 whereby the City granted Inspired the exclusive right to develop and lease other vacant lots at the Community Maritime Park known as “Lot 4” and “Lot 5” as described in Exhibits 1 and 2 attached hereto.

WHEREAS, City and Inspired have entered into that certain Ground Lease for Lot 5 dated September 6, 2024 (“Lot 5 Ground Lease”).

WHEREAS, City and Inspired understand and agree that during the extension provided for hereinbelow the City and Inspired will negotiate in good faith to reach the outcome of an executable ground lease agreement prior to the conclusion of the extended option term as hereinafter provided; and

WHEREAS, Inspired understands and agrees that approval of any ground lease and development of Lots 3, 4, 6, and 8 are contingent upon the approval of the City Council in its sole and absolute discretion; and

WHEREAS, City and Inspired desire to extend the term of the Inspired Option Agreement upon the terms and subject to the conditions set forth in this Sixth Addendum.

NOW, THEREFORE, in consideration of the payments made by Inspired pursuant to the Inspired Option Agreement and the other mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. The Option Term, as that term is used in the Inspired Option Agreement, is extended to midnight on August 31, 2027, unless duly extended, exercised, or sooner terminated as provided in the Inspired Option Agreement as amended. Additionally, the Option Termination Date as that term is used in the Studer Option Agreement and the Inspired Option Agreement is modified to mean midnight on August 31, 2027.
3. Option Payments. The Option Term is extended in consideration of Inspired’s payment to City of the following monthly payments, which shall be payable by Inspired by certified check or official bank check, in advance, on or before the first day of each calendar month:

8/1/24 – 2/28/25 (7 months)	Lot 3	\$750.00
	Lot 6	\$2,400.00
	Lot 8	\$5,000.00
	Total Monthly Payment	\$8,150.00
3/1/25 – 8/31/25 (6 months)	Lot 3	\$1,500.00
	Lot 6	\$4,800.00
	Lot 8	\$10,000.00
	Total Monthly Payment	\$16,300.00
9/1/25 – 8/31/26 (1 year)	Lot 3	\$1,800.00
	Lot 6	\$5,760.00
	Lot 8	\$12,000.00

	Total Monthly Payment	\$19,560.00
9/1/26 – 8/31/27 (1 year)	Lot 3	\$2,160.00
	Lot 6	\$6,912.00
	Lot 8	\$14,400.00
	Total Monthly Payment	\$23,472.00

Option Payments due and payable from and after September 1, 2025 shall not be credited against any future agreement between Inspired and the City, and instead shall upon delivery be and remain the sole property of the City.

4. Termination by City. City may terminate the Inspired Option Agreement prior to the expiration of the Option Term by delivering written notice to Inspired in the event one or more of the following occurs: (i) Inspired has defaulted on the Lot 5 Ground Lease; (ii) a ground lease has not been executed by the Parties on or before September 1, 2025 for at least one of Lot 4, Lot 6, or Lot 8; or (iii) ground leases have not been executed by the Parties (and remain in full force and effect and free from default) on or before September 1, 2026 for at least two of Lot 4, Lot 6, or Lot 8. In the event that such a notice is issued by the City, Inspired shall be relieved of all rights and responsibilities, as of the date of termination, under the Inspired Option Agreement and shall have no further interest, other than the agreement responsibilities prior to termination, the Lots or the Inspired Option Agreement. The City shall be responsible for recording a Termination of the Inspired Option Agreement in the Official Records of Escambia County, Florida.
5. Termination for Convenience. Inspired may terminate the Inspired Option Agreement for convenience at any time prior to the expiration of the Option on August 31, 2027 by providing 30 days' written notice to the City. Upon receipt of such notice of termination, Inspired shall be relieved of all rights and responsibilities, as of the date of termination, under the Inspired Option Agreement and shall have no further interest, other than the agreement responsibilities prior to termination, in the Property or the Inspired Option Agreement to which it pertains. The City shall be responsible for recording a Termination of Partial Assignment in the official records of Escambia County, Florida.
6. Starting Form. The Lot 5 Ground Lease shall be generally used as a guide for the form of ground lease on the remaining Lots; however, specific provisions regarding the use of premises, conceptual plan, construction schedule, project milestones, delivery dates, and the like shall be agreed to by the Parties at the time of the drafting of the ground lease for the respective remaining Lot(s).
7. Force Majeure. Each Party's obligations under the Inspired Option Agreement shall be abated or excused when performance of such obligations is rendered impossible or impracticable by reason of strikes, riots, acts of God, fire, public enemy, injunction, closure of capital markets, insurrection, court order, requisition of other governmental body or authority, war, or any other causes which are beyond the reasonable control of the Parties hereto (each a "**Force Majeure Event**"), until such Force Majeure Event is eliminated or ceases to exist; provided however, that each responsible Party shall use all due diligence to eliminate or mitigate such Force Majeure Event or the effects thereof as soon as possible.

8. No Other Revisions to the Inspired Option Agreement. Except as expressly set forth above, none of the terms and conditions of this Sixth Addendum shall be deemed to modify or amend any of the terms and conditions of the Inspired Option Agreement and its prior addendum(s), and the Inspired Option Agreement, as amended by this Sixth Addendum, shall remain in full force and effect during the term of this Sixth Addendum, including, but not limited to the Parties' obligation set for in paragraphs 5 and 6 of the Inspired Option Agreement to work in good faith in negotiating and drafting any ground leases

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Sixth Addendum as of the Effective Date.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Mayor DC Reeves

Date signed: _____, 2024

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

Legal in form and valid as drawn:

Approved as to content:

Adam Cobb, City Attorney

Deana Stallworth, Property Lease Manager

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by means of [X] physical presence or [] online notarization D.C. Reeves, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

[Signature Page to Sixth Addendum between City of Pensacola and Inspired Communities of FL, LLC]

**INSPIRED COMMUNITIES OF FLORIDA,
LLC, a Florida limited liability corporation**

Print: _____
Address: _____

Print: _____
Address: _____

By: _____

Print name: _____

Its: _____

Date signed: _____, 2024

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by means of ☐ physical presence or ☐ online notarization by _____, the _____ of INSPIRED COMMUNITIES OF FLORIDA, LLC, a Florida limited liability corporation, who (☐) is personally known to me or (☐) has produced a driver's license as identification.

[SEAL]

NOTARY PUBLIC

[Signature page to Sixth Addendum between City of Pensacola and Inspired Communities of FL, LLC]

Exhibit 1
Lot 5

The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

Lot 5 of VINCE WHIBBS SR. COMMUNITY MARITIME PARK, according to the Plat thereof as recorded in Plat Book 19, Page(s) 23 and 23A, of the Public Records of Escambia County, Florida.

Exhibit 2
Lot 4

The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

Lot 4 of VINCE WHIBBS SR. COMMUNITY MARITIME PARK, according to the Plat thereof as recorded in Plat Book 19, Page(s) 23 and 23A, of the Public Records of Escambia County, Florida.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-853

Agenda Conference

10/7/2024

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

THIRD ADDENDUM TO OPTION AGREEMENT WITH INSPIRED COMMUNITIES OF FLORIDA LLC FOR LOTS 4 AND 5 AT THE COMMUNITY MARITIME PARK

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Third Addendum to the Option Agreement with Inspired Communities of Florida LLC for the development of Lots 4 and 5 of Vince J. Whibbs Community Maritime Park, extending the agreement through January 1, 2028. Also, that City Council authorize the Mayor to take actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter

HEARING REQUIRED: No Hearing Required

SUMMARY:

In October 2018, the City entered into an option agreement with Studer Properties LLC for the exclusive right to develop and lease all of the vacant parcels at the Community Maritime Park, specifically parcels 3, 4, 5, 6, 7, 8, and 9. In March 2020, the option agreement was extended through March 31, 2021. In October 2020, prior to the expiration of the option agreement with Studer Properties, both parties entered into a partial assignment of the option agreement with Inspired Communities of Florida for parcels 3, 6, 8, and 9. Corresponding partial assignments were also entered into with two other development groups for the remainder of the parcels - Valencia Development Group for parcel 7 and Silver Hills Development for parcels 4 and 5, with the former still in effect and the latter parcels now under this option agreement to Inspired Communities of Florida.

After issuing a public notice requesting proposals in April 2021, City Council received presentations and ranked submittals in July 2021. After rejecting a Memorandum of Understanding with the highest ranked group at the time, Carson Lovell, in October 2021, the City then proceeded to negotiate with the next highest ranked group, Inspired Communities of Florida. In March 2022, the City and Inspired entered into an Option Agreement that gave Inspired exclusive rights to develop Parcels 4 and 5 until August 31, 2023 with the ability to extend the option for one 6-month period. Inspired exercised their extension through February

28, 2024 by making a lump sum payment of \$60,000. The City and Inspired entered into both First and Second Addendums to the agreement, ultimately extending the agreement through July 31, 2024, as negotiations proceeded in good faith to the outcome of an executable ground lease.

The City approved the ground lease for lot 5 on August 8, 2024. This Third Addendum seeks extend the term of this option agreement, now on Lot 4, through January 1, 2028. Monetary consideration is now paid under the ground lease for lot 5. This addendum also has the condition of executable ground lease(s) to be in place for at least one of the remaining lots under option to Inspired by September 1, 2025 or two of the remaining lots by September 1, 2026.

PRIOR ACTION:

April 22, 2021 - City Council approved the issuance of public notice requesting proposals for the redevelopment of Lots 4 and 5 at the Community Maritime Park

July 12, 2021 - City Council approved the scheduling of a special meeting regarding the proposals and ranking

July 28, 2021 - City Council selected Carson Lovell as the highest ranked submitter, and allowed for negotiations to proceed with the next highest ranked submitter, Inspired Communities of Florida, if negotiations failed with Carson Lovell

October 14, 2021 - City Council rejected a Memorandum of Understanding from Carson Lovell

February 10, 2022 - City Council approved an Option Agreement with Inspired Communities of Florida

February 20, 2024 - City Council approved Addendum to the Option Agreement with Inspired Communities of Florida for Lots 4 and 5

June 13, 2024 - City Council approved Second Addendum to the Option Agreement with Inspired Communities of Florida for Lots 4 and 5

August 8, 2024 - City Council approved Ground Lease with Inspired Communities of Florida for Lot 5

FUNDING:

N/A

FINANCIAL IMPACT:

No monthly payments are due during this extension period. Monetary consideration for this option agreement is now paid under the ground lease for lot 5.

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. Third Addendum to the Inspired Option Agreement for Lots 4 and 5

PRESENTATION: No

**THIRD ADDENDUM TO THE
OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND INSPIRED
COMMUNITIES OF FLORIDA, LLC**

This **THIRD ADDENDUM TO THE OPTION AGREEMENT** (this “Third Addendum”), effective as of July 31, 2024 (the “Effective Date”), is entered into between the **CITY OF PENSACOLA**, a Florida municipal corporation, 222 West Main Street, Pensacola, Florida 32502 (“City”), and **INSPIRED COMMUNITIES OF FLORIDA, LLC**, a Florida limited liability corporation, 223 W. Gregory Street Pensacola, Florida 32502 (“Inspired”). City, Inspired, and their successors are each a “Party,” and collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into an Option Agreement dated on or about March 1, 2022, as amended by that certain First Addendum to Option Agreement with an effective date of on or about March 1, 2024, and as further amended by that certain Second Addendum to Option Agreement dated on or about June 18, 2024 (collectively the “Option Agreement”), whereby City granted to Inspired the exclusive right to develop and lease the vacant lots at the Community Maritime Park known as “Lot 4” and “Lot 5”, all as more particularly described in Exhibit A to the Option Agreement; and

WHEREAS, City and Inspired have entered into that certain Ground Lease Agreement for Lot 5 (“Lot 5 Ground Lease Agreement”); and

WHEREAS, the Parties wish to extend the term of the Option Agreement with respect to Lot 4.

WHEREAS, City and Inspired understand and agree that during the extension provided for hereinbelow the City and Inspired will negotiate in good faith to reach the outcome of an executable ground lease agreement for Lot 4 prior to the conclusion of the extended Option Term as hereinafter provided for; and

WHEREAS, Inspired understands and agrees that approval of any ground lease and development on Lot 4 are contingent upon the approval of the City Council in its sole and absolute discretion.

NOW, THEREFORE, in consideration of the payments made by Inspired pursuant to the Option Agreement and the rent being paid under the Lot 5 Ground Lease Agreement and the other mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. The Option Term, as that term is used in the Option Agreement, is extended to midnight on January 1, 2028 (“Extended Option Term”) for no additional payments hereunder other than as set forth in Section 3 below, unless duly extended, exercised, or sooner terminated as provided in the Option Agreement as amended. Additionally, the Option Termination Date as that term is used in the Option Agreement is modified to mean midnight on January 1, 2028.
3. Option Payments. The rent paid under the Lot 5 Ground Lease Agreement shall be the

monetary consideration hereunder and Inspired shall not be required to make any payment under this Addendum during the Extended Option Term.

4. Termination by City. City may terminate the Option Agreement prior to the expiration of the Extended Option Term by delivering written notice to Inspired in the event one or more of the following occurs: (i) Inspired has defaulted on the Lot 5 Ground Lease Agreement; (ii) a ground lease has not been executed by the Parties on or before September 1, 2025 for at least one of Lot 4, Lot 6, or Lot 8 all as described in the plat of Vince Whibbs Sr. Community Maritime Park recorded in Plat Book 19, Pages 23 and 23A of the Official Records of Escambia County Florida (each a “Lot” and collectively, “Lots”); or (iii) ground leases have not been executed by the Parties (and remain in full force and effect and free from default) on or before September 1, 2026 for at least two of the Lots. In the event that such a notice is issued by the City, Inspired shall be relieved of all rights and responsibilities, as of the date of termination, under the Option Agreement and shall have no further interest, other than the agreement responsibilities prior to termination, in Lot 4 or the Option Agreement. The City shall be responsible for recording a Termination of Option Agreement in the Official Records of Escambia County, Florida.
5. Starting Form. The Lot 5 Ground Lease Agreement shall be generally used as a guide for the form of ground lease on Lot 4; however, specific provisions regarding the use of premises, conceptual plan, construction schedule, project milestones, delivery dates, and the like shall be agreed to by the Parties at the time of the drafting of the ground lease for Lot 4.
6. Deletion of certain provisions. Section 5(c) and Section 13 of the Option Agreement are hereby deleted in their entirety.
7. No Other Revisions to the Option Agreement. Except as expressly set forth above, none of the terms and conditions of this Addendum shall be deemed to modify or amend any of the terms and conditions of the Option Agreement, and the Option Agreement, as amended by this Addendum shall remain in full force and effect during the term of this Addendum, and all of such terms and conditions are reaffirmed and revived by the Parties’ execution of this Addendum, including, but not limited to the Parties’ obligation set for in paragraphs 6 and 8 of the Option Agreement to work in good faith in negotiating and drafting any ground leases.
8. Terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the Option Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Third Addendum effective as of the Effective Date.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Mayor DC Reeves

Date signed: _____, 2024

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

Legal in form and valid as drawn:

Approved as to content:

Adam Cobb, City Attorney

Deana Stallworth, Property Lease Manager

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by means of [X] physical presence or [] online notarization D.C. Reeves, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

[Signature page to Third Addendum between City of Pensacola and Inspired Communities of FL, LLC]

**INSPIRED COMMUNITIES OF FLORIDA,
LLC, a Florida limited liability corporation**

Print: _____
Address: _____

Print: _____
Address: _____

By: _____

Print name: _____

Its: _____

Date signed: _____, 2024

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by means of ☐ physical presence or ☐ online notarization by _____, the _____ of INSPIRED COMMUNITIES OF FLORIDA, LLC, a Florida limited liability corporation, who () is personally known to me or () has produced a driver's license as identification.

[SEAL]

NOTARY PUBLIC

[Signature page to Third Addendum between City of Pensacola and Inspired Communities of FL, FLLC]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 24-898

Agenda Conference

10/7/2024

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 society. 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

Agenda Conference

10/7/2024

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 Proposed 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 released 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 possibly being a residential structure. We arrived in the area to observe fairly heavy heat pushed black smoke on the train tracks north of Navy and behind the humane society. We placed the engine at the closest access at the humane society and encountered a padlocked gate. I asked the employees 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 hooks and traveled the tracks about 100 yds north of the bridge where we found a homeless camp. there was a 10 ft x 10 ft area burning of vegetation 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 stretched 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): _____